

IN THE SUPREME COURT OF THE STATE OF NEVADA

IN THE MATTER OF THE ADMINISTRATION
OF THE SSJ'S ISSUE TRUST,

IN THE MATTER OF THE ADMINISTRATION
OF THE SAMUEL S. JAKSICK, JR. FAMILY
TRUST.

TODD B. JAKSICK, INDIVIDUALLY AND AS
CO-TRUSTEE OF THE SAMUEL S. JAKSICK,
JR. FAMILY TRUST, AND AS TRUSTEE OF
THE SSJ'S ISSUE TRUST; MICHAEL S.
KIMMEL, INDIVIDUALLY AND AS CO-
TRUSTEE OF THE SAMUEL S. JAKSICK, JR.
FAMILY TRUST; AND KEVIN RILEY,
INDIVIDUALLY AND AS FORMER TRUSTEE
OF THE SAMUEL S. JAKSICK, JR. FAMILY
TRUST AND TRUSTEE OF THE WENDY A.
JAKSICK 2012 BHC FAMILY TRUST,
Appellants/Cross-Respondents

vs.

WENDY JAKSICK

Respondent/Cross-Appellant.

and

STANLEY JAKSICK, INDIVIDUALLY AND AS
CO-TRUSTEE OF THE SAMUEL S. JAKSICK,
JR. FAMILY TRUST,
Cross-Respondent.

Electronically Filed
Aug 18 2020 06:32 p.m.

Supreme Court No. 81470
Elizabeth A. Brown
Clerk of Supreme Court
District Court Case No.: PR1700445

DOCKETING STATEMENT

APPEAL FROM THE SECOND JUDICIAL DISTRICT COURT OF THE
STATE OF NEVADA IN AND FOR THE COUNTY OF WASHOE

THE HONORABLE DAVID HARDY

DOCKETING STATEMENT

DONALD A. LATTIN, ESQ.

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Appellants/Cross-Respondents

1. Judicial District Second Department 15

County Washoe Judge Hardy

District Ct. Case No. Consolidated cases PR17-00445 and PR17-00446

2. Attorney filing this docketing statement:

Attorney Donald A. Lattin Telephone (775) 827-2000

Firm Maupin, Cox & LeGoy

Address 4785 Caughlin Parkway,
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Client(s) See Attached

If this is a joint statement by multiple appellants, add the names and addresses of other counsel and the names of their clients on an additional sheet accompanied by a certification that they concur in the filing of this statement.

3. Attorney(s) representing respondents(s):

Attorney See Attached Telephone _____

Firm _____

Address _____

Client(s) _____

Attorney _____ Telephone _____

Firm _____

Address _____

Client(s) _____

(List additional counsel on separate sheet if necessary)

4. Nature of disposition below (check all that apply):

- | | |
|---|---|
| <input checked="" type="checkbox"/> Judgment after bench trial | <input type="checkbox"/> Dismissal: |
| <input checked="" type="checkbox"/> Judgment after jury verdict | <input type="checkbox"/> Lack of jurisdiction |
| <input type="checkbox"/> Summary judgment | <input type="checkbox"/> Failure to state a claim |
| <input type="checkbox"/> Default judgment | <input type="checkbox"/> Failure to prosecute |
| <input type="checkbox"/> Grant/Denial of NRCP 60(b) relief | <input type="checkbox"/> Other (specify): _____ |
| <input type="checkbox"/> Grant/Denial of injunction | <input type="checkbox"/> Divorce Decree: |
| <input type="checkbox"/> Grant/Denial of declaratory relief | <input type="checkbox"/> Original <input type="checkbox"/> Modification |
| <input type="checkbox"/> Review of agency determination | <input type="checkbox"/> Other disposition (specify): _____ |

5. Does this appeal raise issues concerning any of the following?

- ☐ Child Custody
- ☐ Venue
- ☐ Termination of parental rights

6. Pending and prior proceedings in this court. List the case name and docket number of all appeals or original proceedings presently or previously pending before this court which are related to this appeal:

Within this appeal and case number, the following parties have also filed separate appeals/cross-appeals:

1. Stanley Jaksick;
2. Wendy Jaksick; and
3. Todd Jaksick, in his individual capacity.

7. Pending and prior proceedings in other courts. List the case name, number and court of all pending and prior proceedings in other courts which are related to this appeal (e.g., bankruptcy, consolidated or bifurcated proceedings) and their dates of disposition:

None

8. Nature of the action. Briefly describe the nature of the action and the result below:
See attached.

9. Issues on appeal. State concisely the principal issue(s) in this appeal (attach separate sheets as necessary):
See attached.

10. Pending proceedings in this court raising the same or similar issues. If you are aware of any proceedings presently pending before this court which raises the same or similar issues raised in this appeal, list the case name and docket numbers and identify the same or similar issue raised:
None.

11. Constitutional issues. If this appeal challenges the constitutionality of a statute, and the state, any state agency, or any officer or employee thereof is not a party to this appeal, have you notified the clerk of this court and the attorney general in accordance with NRAP 44 and NRS 30.130?

☒ N/A

☐ Yes

☐ No

If not, explain:

12. Other issues. Does this appeal involve any of the following issues?

☐ Reversal of well-settled Nevada precedent (identify the case(s))

☐ An issue arising under the United States and/or Nevada Constitutions

☒ A substantial issue of first impression

☒ An issue of public policy

☐ An issue where en banc consideration is necessary to maintain uniformity of this court's decisions

☐ A ballot question

If so, explain: One of the issues on appeal is the issue of attorneys' fees for Michael Kimmel and Kevin Riley as prevailing parties under Rule 68. The basis for the district court's denial of the request for fees was that the fees, as invoiced, were not separated out for each of the co-trustees, because defense of one of the co-trustees included the defense for them all. There is little, if any, Nevada law on the issue of parsing fees between co-defendants when the defense was made together on behalf of all of them.

13. Assignment to the Court of Appeals or retention in the Supreme Court. Briefly set forth whether the matter is presumptively retained by the Supreme Court or assigned to the Court of Appeals under NRAP 17, and cite the subparagraph(s) of the Rule under which the matter falls. If appellant believes that the Supreme Court should retain the case despite its presumptive assignment to the Court of Appeals, identify the specific issue(s) or circumstance(s) that warrant retaining the case, and include an explanation of their importance or significance:

This matter is not presumptively retained in the Supreme Court; however, the issue of attorney's fees as explained in #12, above, is an issue of first impression and an issue of public policy. Therefore, it is requested that the matter be retained by the Supreme Court.

14. Trial. If this action proceeded to trial, how many days did the trial last? 13

Was it a bench or jury trial? Both - the equitable issues were bifurcated.

15. Judicial Disqualification. Do you intend to file a motion to disqualify or have a justice recuse him/herself from participation in this appeal? If so, which Justice?
No.

TIMELINESS OF NOTICE OF APPEAL

16. Date of entry of written judgment or order appealed from See attached.

If no written judgment or order was filed in the district court, explain the basis for seeking appellate review:

17. Date written notice of entry of judgment or order was served See attached.

Was service by:

☐ Delivery

☒ Mail/electronic/fax

18. If the time for filing the notice of appeal was tolled by a post-judgment motion (NRCP 50(b), 52(b), or 59)

(a) Specify the type of motion, the date and method of service of the motion, and the date of filing.

☐ NRCP 50(b) Date of filing N/A

☐ NRCP 52(b) Date of filing N/A

☒ NRCP 59 Date of filing See attached.

NOTE: Motions made pursuant to NRCP 60 or motions for rehearing or reconsideration may toll the time for filing a notice of appeal. See AA Primo Builders v. Washington, 126 Nev. ___, 245 P.3d 1190 (2010).

(b) Date of entry of written order resolving tolling motion June 10, 2020

(c) Date written notice of entry of order resolving tolling motion was served Jun 11, 2020

Was service by:

☐ Delivery

☒ Mail

19. Date notice of appeal filed July 10, 2020

If more than one party has appealed from the judgment or order, list the date each notice of appeal was filed and identify by name the party filing the notice of appeal:
See attached.

20. Specify statute or rule governing the time limit for filing the notice of appeal, e.g., NRAP 4(a) or other

NRAP 4(a)(1)

SUBSTANTIVE APPEALABILITY

21. Specify the statute or other authority granting this court jurisdiction to review the judgment or order appealed from:

(a)

- | | |
|---|---------------------------------------|
| <input checked="" type="checkbox"/> NRAP 3A(b)(1) | <input type="checkbox"/> NRS 38.205 |
| <input type="checkbox"/> NRAP 3A(b)(2) | <input type="checkbox"/> NRS 233B.150 |
| <input type="checkbox"/> NRAP 3A(b)(3) | <input type="checkbox"/> NRS 703.376 |
| <input type="checkbox"/> Other (specify) _____ | |
-

(b) Explain how each authority provides a basis for appeal from the judgment or order:
This is an appeal from a final judgment entered.

22. List all parties involved in the action or consolidated actions in the district court:

(a) Parties:

See attached.

(b) If all parties in the district court are not parties to this appeal, explain in detail why those parties are not involved in this appeal, *e.g.*, formally dismissed, not served, or other:

All parties in the district court are parties to this appeal.

23. Give a brief description (3 to 5 words) of each party's separate claims, counterclaims, cross-claims, or third-party claims and the date of formal disposition of each claim.

See attached.

24. Did the judgment or order appealed from adjudicate ALL the claims alleged below and the rights and liabilities of ALL the parties to the action or consolidated actions below?

☒ Yes

☐ No

25. If you answered "No" to question 24, complete the following:

(a) Specify the claims remaining pending below:

N/A

(b) Specify the parties remaining below:
N/A

(c) Did the district court certify the judgment or order appealed from as a final judgment pursuant to NRCP 54(b)?

☐ Yes

☐ No

(d) Did the district court make an express determination, pursuant to NRCP 54(b), that there is no just reason for delay and an express direction for the entry of judgment?

☐ Yes

☐ No

26. If you answered "No" to any part of question 25, explain the basis for seeking appellate review (e.g., order is independently appealable under NRAP 3A(b)):

N/A

27. Attach file-stamped copies of the following documents:

- The latest-filed complaint, counterclaims, cross-claims, and third-party claims
- Any tolling motion(s) and order(s) resolving tolling motion(s)
- Orders of NRCP 41(a) dismissals formally resolving each claim, counterclaims, cross-claims and/or third-party claims asserted in the action or consolidated action below, even if not at issue on appeal
- Any other order challenged on appeal
- Notices of entry for each attached order


VERIFICATION

I declare under penalty of perjury that I have read this docketing statement, that the information provided in this docketing statement is true and complete to the best of my knowledge, information and belief, and that I have attached all required documents to this docketing statement.

See attached.
Name of appellant

Donald A. Lattin
Name of counsel of record

August 18, 2020
Date


Signature of counsel of record

Nevada, Washoe County
State and county where signed

CERTIFICATE OF SERVICE

I certify that on the 18th day of August, 2020, I served a copy of this completed docketing statement upon all counsel of record:

- ☐ By personally serving it upon him/her; or
- ☒ By mailing it by first class mail with sufficient postage prepaid to the following address(es): (NOTE: If all names and addresses cannot fit below, please list names below and attach a separate sheet with the addresses.)

Kent Robison, Esq.
Therese Shanks, Esq.
Robison, Sharp, Sullivan & Brust
71 Washington St.
Reno, NV 89503

Adam Hosmer-Henner, Esq.
McDonald Carano
100 W. Liberty St., 10th Fl.
Reno, NV 89505
[cont.]

Dated this 18 day of August, 2020


Signature

Supreme Court Case No.: 81470
District Court Case No.: PR1700445

ATTACHMENT TO DOCKETING STATEMENT CIVIL APPEALS

2. Client(s): TODD B. JAKSICK, Co-Trustee of the Samuel S. Jaksick Jr. Family Trust; TODD B. JAKSICK, Trustee of the SSJ's Issue Trust; MICHAEL S. KIMMEL, Individually and as Co-Trustee of the Samuel S. Jaksick Jr. Family Trust; KEVIN RILEY, Individually, as Former Trustee of the Samuel S. Jaksick Jr. Family Trust, and as Trustee of the Wendy A. Jaksick 2012 BHC Family Trust.

3. Attorney(s) representing respondent(s):

Counsel for Wendy Jaksick:

FOX ROTHSCHILD LLP
Mark J. Connot, Esq.
1980 Festival Plaza Drive, Ste. 700
Las Vegas, Nevada 89135

SPENCER & JOHNSON PLLC
R. Kevin Spencer
Zachary E. Johnson
500 N. Akard Street, Ste. 2150
Dallas, Texas 75201

8. Nature of the Action. Briefly describe the nature of the action and the result below:

This lawsuit concerns the estate and testamentary intent of decedent Samuel S. Jaksick, Jr. ("Sam"), as it pertains to his surviving children, Stanley S. Jaksick ("Stan"), Todd B. Jaksick ("Todd") and Wendy Jaksick ("Wendy"). Stan and Todd, along with appellant Michael Kimmel, Esq. ("Kimmel"), are the current Co-Trustees of the Samuel S. Jaksick Jr. Family Trust (the "Family Trust"). Todd is also the sole Trustee of the SSJ Issue Trust (the "Issue Trust"). Kevin Riley ("Riley"), long-time family accountant, is a former trustee of the Family Trust, and a current trustee of the Wendy A. Jaksick 2012 BHC Family Trust (the "BHC Trust") which is a trust created by Sam for Wendy's benefit. Wendy, due to her troubled personal and financial history, was never named a Trustee of any trust created by Sam for her or her issue's benefit.

On August 2, 2017, Todd, Kimmel, and Riley (hereafter “Appellant Trustees”) filed a petition seeking court-approval of certain accountings and administrative trust actions that had been objected to by Wendy. Wendy responded by filing a counter-petition against all Trustees including the Appellant Trustees and Stan. Wendy also filed claims against all of the named trustees in their individual capacities.¹

The case proceeded to a jury trial in February of 2019, on Wendy’s legal claims against all parties for: (1) breach of fiduciary duties; (2) civil conspiracy; (3) aiding and abetting breach of fiduciary duty; and (4) fraud. Following a three-week jury trial, the jury found *against* Wendy on all of her legal claims except for one. The jury found that Todd, in his capacity as trustee, breached his fiduciary duty to Wendy as Trustee of the Family Trust and the Issue Trust. Despite Wendy’s request for Eighty Million Dollars (\$80,000,000) in damages, the jury only awarded her Fifteen Thousand Dollars (\$15,000).

The case then proceeded to an equitable bench trial on the following equitable claims submitted by the Trustee Appellants: (1) settlement and approval of trust accountings; (2) ratification and approval of the Agreements and Consents to Proposed Action (“ACPA’s”); (3) confirmation of Todd as Trustee of the Issue Trust; and (4) confirmation of Todd, Kimmel and Stan as Co-Trustees of the Family Trust. Wendy also asserted the following equitable claims: (1) failure to disclose and adequately account; (2) contest of the ACPAs; (3) contest of Indemnity Agreements issued to Todd and Stan by Sam; (4) declaratory judgment on the no contest provisions of the trusts; (5) unjust enrichment and constructive trust; (6) removal of trustees and appointment of an independent successor trustee; (7) disgorgement of trustee fees; (8) injunction preventing the

¹ Initially, Stan and Todd disagreed on certain trust administration issues, which resulted in them filing claims against each other. However, these claims were dismissed and/or settled prior to trial.

trustees from using trust assets to defend this matter; and (9) attorney fees and costs. The parties ultimately agreed to submit all equitable claims on briefs.

Following briefing, the District Court entered an order finding in favor of Todd, Stan, Kimmel, and Riley, in all capacities, and against Wendy on almost every claim. Because the accountings, agreements and ACPAs, and Indemnification Agreements had formed the basis of Wendy's legal claims at the jury trial, the District Court found that the jury, in deciding against Wendy on all of her claims, implicitly rejected the factual basis for her equitable claims. Therefore, it (1) confirmed the accountings, (2) confirmed the ACPA's, (3) confirmed the Indemnification Agreements, (4) confirmed appellants as trustee and/or co-trustees of the various trusts, (5) denied Wendy's claim for unjust enrichment, (6) denied Wendy's claim for a constructive trust, and (7) declined to remove the Trustees. Due to discrepancies in the execution of some of the testamentary documents, the District Court found that Wendy's challenges to the validity of the trusts were brought with a reasonable basis and that Wendy, therefore, did not violate the no-contest provisions of the trusts. Confusingly, the District Court simultaneously found that Wendy was not a prevailing party and yet awarded her attorneys' fees in the amount of Three Hundred Thousand Dollars (\$300,000) without any legal or contractual basis by which to do so. The District Court further required Todd to repay twenty-five percent (25%) of *all* fees paid by any Trustee in defending this action without, again, legal or contractual basis to do so (and in direct violation of Todd's Seventh Amendment rights).

Significant post-trial motion work ensued, both seeking to amend the judgment and seeking fees. The District Court denied Wendy's requests for additional fees, granted Todd's requests for fees as an individual, denied all of the Trustees' requests for fees, and refused to amend its erroneous findings that Wendy was somehow entitled to Three Hundred Thousand Dollars

(\$300,000) in legal fees and maintained that Todd is required to compensate the trust for twenty-five percent (25%) of the fees incurred by all Trustees. It did, however, amend the judgment to clarify that Todd is not required to reimburse the trusts for fees incurred by Stan, individually. This appeal follows. Appellant Trustees filed an appeal separate from Todd individually because the Appellant Trustees' appeal addresses fewer and more narrow issues than Todd's appeal as an individual.

9. Issues on appeal. State concisely the principal issue(s) in this appeal:

- A. Whether the court erred by granting \$300,000 to Wendy Jaksick's attorneys for fees and costs;
- B. Whether the court erred by denying the motion for fees and costs on behalf of Michael Kimmel; and
- C. Whether the court erred by denying the motion for fees and costs on behalf of Kevin Riley.

16. Date of entry of written judgment or order appealed from:

This is an appeal to the Nevada Supreme Court from: (1) Order After Equitable Trial, dated March 12, 2020; (2) Judgment, dated April 1, 2020; (3) Order Resolving Submitted Matters, June 10, 2020; (4) Amended Judgment, entered July 6, 2020.

17. Date written notice of entry of judgment or order was served:

- A. Order After Equitable Trial, dated March 12, 2020, notice of entry served on: March 17, 2020;
- B. Judgment, dated April 1, 2020, notice of entry served on: April 1, 2020;
- C. Order Resolving Submitted Matters, June 10, 2020, notice of entry served on: June 11, 2020; and
- D. Amended Judgment, entered July 6, 2020, notice of entry was not served.

18. If the time for filing the notice of appeal was tolled by a post-judgment motion (NRCP 50(b), 52(b), or 50)

(a) Specify the type of motion, the date and method of service of the motion, and the date of filing.

A. TODD B. JAKSICK, Co-Trustee of the Samuel S. Jaksick Jr. Family Trust; TODD B. JAKSICK, Trustee of the SSJ's Issue Trust; MICHAEL S. KIMMEL, Individually and as Co-Trustee of the Samuel S. Jaksick Jr. Family Trust; KEVIN RILEY, Individually, as Former Trustee of the Samuel S. Jaksick Jr. Family Trust, and as Trustee of the Wendy A. Jaksick 2012 BHC Family Trust filed a motion under Rule 59 on April 28, 2020;

B. Todd B. Jaksick in his individual capacity filed a motion under Rule 59 on April 29, 2020; and

C. Wendy Jaksick filed a motion under Rule 59 on April 29, 2020.

19. If more than one party has appealed from the judgment or order, list the date each notice of appeal was filed and identify by name the party filing the notice of appeal:

A. TODD B. JAKSICK, Co-Trustee of the Samuel S. Jaksick Jr. Family Trust; TODD B. JAKSICK, Trustee of the SSJ's Issue Trust; MICHAEL S. KIMMEL, Individually and as Co-Trustee of the Samuel S. Jaksick Jr. Family Trust; KEVIN RILEY, Individually, as Former Trustee of the Samuel S. Jaksick Jr. Family Trust, and as Trustee of the Wendy A. Jaksick 2012 BHC Family Trust filed their notice of appeal on July 10, 2020;

B. Todd B. Jaksick, in his individual capacity filed his notice of appeal on July 10, 2020;

C. Wendy Jaksick filed her notice of appeal on July 13, 2020; and

D. Stanley Jaksick filed his notice of cross-appeal on July 21, 2020.

22. List all parties involved in the action or consolidated actions in the district court:

A. TODD B. JAKSICK, Co-Trustee of the Samuel S. Jaksick Jr. Family Trust;

B. TODD B. JAKSICK, Trustee of the SSJ's Issue Trust;

C. TODD B. JAKSICK, in his individual capacity;

D. MICHAEL S. KIMMEL, in his individual capacity;

- E. MICHAEL S. KIMMEL, as Co-Trustee of the Samuel S. Jaksick Jr. Family Trust;
- F. KEVIN RILEY, in his individual capacity;
- G. KEVIN RILEY, as Former Trustee of the Samuel S. Jaksick Jr. Family Trust;
- H. KEVIN RILEY, as Trustee of the Wendy A. Jaksick 2012 BHC Family Trust;
- I. STANLEY JAKSICK, in his individual capacity;
- J. STANLEY JAKSICK, in his capacity at Co-Trustee of the Samuel S. Jaksick Jr. Family Trust; and
- K. WENDY JAKSICK.

23. Give a brief description (3 to 5 words) of each party's separate claims, counterclaims, cross-claims, or third-party claims and the date of formal disposition of each claim.

Wendy asserted the following legal claims against all defendants: (1) breach of fiduciary duties; (2) civil conspiracy; (3) aiding and abetting breach of fiduciary duty; and (4) fraud. These claims were decided by a jury by verdict form filed on March 4, 2019.

The Trustee Appellants asserted the following equitable matters: (1) settlement and approval of trust accountings; (2) ratification and approval of the Agreements and Consents to Proposed Action ("ACPA's"); (3) confirmation of Todd as Trustee of the Issue Trust; and (4) confirmation of Todd, Kimmel and Stan as Co-Trustees of the Family Trust. Wendy also asserted the following equitable claims: (1) failure to disclose and adequately account; (2) contest of the ACPAs; (3) contest of Indemnity Agreements issued to Todd and Stan by Sam; (4) declaratory judgment on the no contest provisions of the trusts; (5) unjust enrichment and constructive trust; (6) removal of trustees and appointment of an independent successor trustee; (7) disgorgement of trustee fees; (8) injunction preventing the trustees from using trust assets to defend this matter; and (9) attorney fees and costs.

All equitable matters were decided by the judge by his Order After Equitable Trial, filed on March 12, 2020.

VERIFICATION

I declare under penalty of perjury that I have read this docketing statement, that the information provided in this docketing statement is true and complete to the best of my knowledge, information and belief, and that I have attached all required documents to this docketing statement.

Name of appellant(s): TODD B. JAKSICK, Co-Trustee of the Samuel S. Jaksick Jr. Family Trust; TODD B. JAKSICK, Trustee of the SSJ's Issue Trust; MICHAEL S. KIMMEL, Individually and as Co-Trustee of the Samuel S. Jaksick Jr. Family Trust; KEVIN RILEY, Individually, as Former Trustee of the Samuel S. Jaksick Jr. Family Trust, and as Trustee of the Wendy A. Jaksick 2012 BHC Family Trust.

CERTIFICATE OF SERVICE [cont'd]

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Exhibit Index to Docketing Statement – Civil Appeals
Case No. 81470

Exhibit	Description	Pages
1.	Petition for Confirmation of Trustee and Admission of Trust to the Jurisdiction of the Court, and for Approval of Accountings and Other Trust Administration Matters [PR17-00445]	216
2.	Petition for Confirmation of Trustees and Admission of Trust to the Jurisdiction of the Court, and for Approval of Accountings and Other Trust Administration Matters [PR17-00446]	382
3.	First Amended Counter-Petition to Surcharge Trustees for Breach of Fiduciary Duties, for Removal of Trustees and Appointment of Independent Trustee(s), and for Declaratory Judgment and Other Relief	40
4.	Amended Objection and Counter-Petition re: Issue Trust	39
5.	Amended Objection and Counter-Petition re: Issue Trust	19
6.	Order After Equitable Trial	25
7.	Notice of Entry of Order	28
8.	Judgment on Jury Verdict and Court Order on Equitable Claims	35
9.	Notice of Entry of Judgment	38
10.	Motion to Alter or Amend the Judgment	8
11.	Motion to Alter of Amend Judgment or, Alternatively, Motion for New Trial	65
12.	Todd B. Jaksick's Motion to Amend Judgment	41
13.	Order Resolving Submitted Matters	8
14.	Notice of Entry of Order	10
15.	Amended Judgment	21

1 Document Code \$3545
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3 Nevada Bar No. 693
4 L. Robert LeGoy, Jr., Esq.
5 Nevada Bar No. 698
6 Brian C. McQuaid, Esq.
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8 Maupin, Cox & LeGoy
9 4785 Caughlin Parkway
10 Reno, Nevada 89519
11 (775) 827-2000
12 Attorneys for the Petitioner

13
14 IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
15
16 IN AND FOR THE COUNTY OF WASHOE

17 In the Matter of the Administration of the
18
19 SSJ's Issue Trust

Case No.

Dept. No. PR

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PETITION FOR CONFIRMATION OF TRUSTEE AND
ADMISSION OF TRUST TO THE JURISDICTION OF THE COURT,
AND FOR APPROVAL OF ACCOUNTINGS
AND OTHER TRUST ADMINISTRATION MATTERS

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POINTS & AUTHORITIES

1. The SSJ's Issue Trust (the "Trust") was established on or about February 21, 2007, by Samuel S. Jaksick, Jr. (the "Grantor") pursuant to The SSJ's Issue Trust Agreement, a true and correct copy of which is attached hereto as "Exhibit 1" (the "Trust Agreement"). The Trust Agreement is the current operative governing document for the Trust. The Trust Agreement established the Trust as an irrevocable trust¹, and Petitioner has served as sole Trustee of the Trust from its establishment in 2007 through the current time.

2. The Grantor died on April 21, 2013, in Washoe County, Nevada, and a copy of the Certificate of Death is attached hereto as "Exhibit 2." The Grantor was survived by his three children, Todd B. Jaksick, Stanley S. Jaksick, and Wendy A. Jaksick, as well as seven grandchildren, Alexi Smrt, Luke Jaksick, Benjamin Jaksick, Amanda Jaksick, Regan Jaksick, Sydney Jaksick, and Sawyer Jaksick. As shown by the accountings discussed below, at the time of the Grantor's death the trust estate consisted of certain Jaksick family real estate interests, both through direct ownership as well as through ownership of a closely held entity, valued at approximately \$1.3 million, along with a life insurance policy on the Grantor in the face amount of \$6 million.

3. The Grantor established the Trust as a "dynasty" trust to hold, protect, and preserve valuable family real estate for the use and enjoyment of multiple generations of the Jaksick family, including the properties known as the 49 Mountain Ranch. To that end, the Trust Agreement provides for the use of trust property by the Grantor's issue in the Trustee's discretion², but specifically prohibits the distribution of income or principal from

¹ Article III of the Trust Agreement.

² Paragraph B.3. of Article II and paragraphs D. & F. of Article VIII of the Trust Agreement.

1 the Trust³ until the earlier of such time as all of the Grantor's issue are deceased or the
2 expiration of Nevada's perpetuity period (which is currently 365 years).⁴ The Trustee has
3 therefore worked diligently to manage and administer the trust estate in accordance with
4 the Grantor's wishes in order to preserve valuable family properties for the ultimate
5 enjoyment of all of the trust beneficiaries.

6 4. At the time of the Grantor's death, the Grantor was a Nevada resident, and
7 the Trustee is a Nevada resident residing in Washoe County, Nevada. Accordingly,
8 Petitioner requests this Court to confirm him as the Trustee of the Trust and to admit the
9 Trust to the jurisdiction of the Court as a proceeding in rem pursuant to NRS 164.010(1).⁵

10 5. In addition, assuming that the Court confirms Petitioner as the Trustee of the
11 Trust and admits the Trust to the jurisdiction of the Court, the Petitioner further requests
12 that the Court confirm that the place of administration and situs of the Trust is Washoe
13 County, Nevada.

14 6. Paragraph M. of Article VIII of the Trust Agreement provides that the validity
15 of the Trust Agreement and the construction of its beneficial provisions are to be governed
16 by Nevada law. Accordingly, assuming that the Court confirms Petitioner as the Trustee
17 of the Trust and admits the Trust to the jurisdiction of the Court, the Petitioner further
18 requests that the Court confirm that the laws of the State of Nevada are to govern the
19 administration of the Trust by the Petitioner in all respects.
20

21
22 ³ Paragraph B.3. of Article II of the Trust Agreement.

23 ⁴ Paragraph B.4. of Article II of the Trust Agreement.

24 ⁵ NRS 164.010(1) provides that "[u]pon petition of any person appointed as trustee of an
25 express trust by any written instrument other than a will . . . the district court of the county
26 in which the trustee resides or conducts business, or in which the trust has been
domiciled, shall consider the application to confirm the appointment of the trustee and
specify the manner in which the trustee must qualify. Thereafter the court has jurisdiction
of the trust as a proceeding in rem." (Emphasis added)

1 7. Attached hereto and incorporated herein by reference are all of the formal
2 accountings that have been issued by the Trustee with respect to the Trust in accordance
3 with the terms of the Trust Agreement:

4 (i) SSJ's Issue Trust Financial Statements for the period April 21, 2013,
5 through December 31, 2013, attached hereto as "Exhibit 3."

6 (ii) SSJ's Issue Trust Financial Statements for the period January 1, 2014,
7 through December 31, 2014, attached hereto as "Exhibit 4."

8 (iii) SSJ's Issue Trust Financial Statements for the period January 1, 2015,
9 through December 31, 2015, attached hereto as "Exhibit 5."

10 (iv) SSJ's Issue Trust Financial Statements for the period January 1, 2016,
11 through December 31, 2016, attached hereto as "Exhibit 6."

12 Petitioner seeks approval of each of the above accountings of the Trust, collectively
13 referred to as the "Trust Accountings," pursuant to NRS 164.015(1)⁶ and NRS
14 153.031(1)(f)⁷. Petitioner seeks an order from this Court that such Trust Accountings are
15 all settled, allowed, and approved as filed, including all transactions reflected therein and
16 payment of all trustee fees, attorneys' fees, and other professional fees and administrative
17 expenses set forth therein.

18 8. In addition, throughout the course of the administration of the Trust, the
19 Trustee and beneficiaries have entered into numerous written agreements authorizing and
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22 ⁶ NRS 164.015(1) provides that "[t]he court has exclusive jurisdiction of proceedings
23 initiated by the petition of an interested person concerning the internal affairs of a
24 nontestamentary trust Proceedings which may be maintained under this section are
25 those concerning the administration and distribution of trusts, the declaration of rights and
26 the determination of other matters involving trustees and beneficiaries of trusts, including
petitions with respect to a nontestamentary trust for any appropriate relief provided with
respect to a testamentary trust in NRS 153.031."

⁷ NRS 153.031(1)(f) provides that a trustee may petition the court regarding any aspect of
the affairs of the trust, including "[s]ettling the accounts and reviewing the acts of the
trustee, including the exercise of discretionary powers."

1 approving various actions taken by the Trustee on behalf of the Trust. Attached hereto and
2 incorporated herein by reference are each of the following agreements:

3 (i) Agreement and Consent to Proposed Action dated June 5, 2013,
4 attached hereto as "Exhibit 7," approving the use of the life insurance proceeds to invest
5 in the Jaksick family Lake Tahoe property.

6 (ii) Agreement and Consent to Proposed Action dated August 28, 2014,
7 attached hereto as "Exhibit 8," approving a loan by the Trust to The Samuel S. Jaksick, Jr.
8 Family Trust.

9 (iii) Agreement and Consent to Proposed Action dated September 25,
10 2014, attached hereto as "Exhibit 9," approving an additional loan by the Trust to The
11 Samuel S. Jaksick, Jr. Family Trust.

12 (iv) Agreement and Consent to Proposed Action dated November 13,
13 2015, attached hereto as "Exhibit 10," approving Stanley S. Jaksick's buy-in to the entity
14 that owns the Lake Tahoe property.

15 Petitioner seeks an order from this Court that each of the above agreements,
16 collectively referred to as the "Agreements & Consents," are ratified and approved, and that
17 the Trustee is relieved from any liability for actions reasonably taken in reliance on such
18 Agreements & Consents.

19 9. Based upon the authority granted in NRS 164.010, 164.015, and 153.031,
20 the Court has sufficient authority to consider this Petition and to grant the relief requested.

21 10. The names, ages, and mailing addresses of the Trustee and beneficiaries
22 of the Trust entitled to notice of this Petition are as follows:

<u>Name & Address</u>	<u>Age</u>	<u>Beneficial Interest</u>
Todd B. Jaksick 8600 Technology Way, Ste 110 Reno, Nevada 89521	Adult	Trustee & Beneficiary

1	Stanley S. Jaksick	Adult	Beneficiary
2	8600 Technology Way, Ste 110		
3	Wendy A. Jaksick	Adult	Beneficiary
4	P.O. Box 2345		
5	Allen, Texas 75013		
6	Alexi Smrt	Adult	Beneficiary
7	11 Bahama Court		
8	Mansfield, Texas 76063		
9	Luke Jaksick	Minor	Beneficiary
10	c/o Wendy A. Jaksick		
11	P.O. Box 2345		
12	Allen, Texas 75013		
13	Benjamin Jaksick	Minor	Beneficiary
14	c/o Dawn E. Jaksick		
15	6220 Rouge Drive		
16	Reno, Nevada 89511		
17	Amanda Jaksick	Minor	Beneficiary
18	c/o Dawn E. Jaksick		
19	6220 Rouge Drive		
20	Reno, Nevada 89511		
21	Regan Jaksick	Minor	Beneficiary
22	c/o Stanley S. Jaksick		
23	8600 Technology Way, Ste 110		
24	Reno, Nevada 89521		
25	Sydney Jaksick	Minor	Beneficiary
26	c/o Stanley S. Jaksick		
	8600 Technology Way, Ste 110		
	Reno, Nevada 89521		
	Sawyer Jaksick	Minor	Beneficiary
	c/o Stanley S. Jaksick		
	8600 Technology Way, Ste 110		
	Reno, Nevada 89521		

11. Petitioner believes that the interests of all beneficiaries of the Trust, both current and future, including unborn or unascertained persons, can adequately and properly be represented by the beneficiaries identified above, in accordance with the doctrine of virtual representation as codified in NRS 164.038.

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II

CONCLUSION & PRAYER FOR RELIEF

Based upon the facts, law, and analysis presented above, Petitioner hereby respectfully requests the Court to issue the following:

A. An order confirming Todd B. Jaksick as Trustee of The SSJ's Issue Trust and admitting the Trust to the jurisdiction of the Court.

B. An order confirming that the place of administration and situs of the Trust is Washoe County, Nevada.

C. An order confirming that the laws of the State of Nevada are to govern the administration of the Trust in all respects.

D. An order that the Trust Accountings are all settled, allowed, and approved as filed, and all of the acts and transactions of the Trustee as disclosed in the Trust Accountings, including payment of all trustee fees, attorneys' fees, and other professional fees and administrative expenses set forth therein, are confirmed and approved without further accounting.

E. An order that the Agreements & Consents are all ratified and approved, and that the Trustee is relieved from any liability for actions reasonably taken in reliance on such Agreements & Consents.

F. An order that the interests of all beneficiaries of the Trust, both current and future, including unborn or unascertained persons, are adequately and properly represented in this matter in accordance with the doctrine of virtual representation as codified in NRS 164.038.

G. For any additional orders as the Court may deem appropriate.

1 **NRS 239B.030 CERTIFICATION:** Pursuant to NRS 239B.030, the undersigned
2 hereby affirms that this document does not contain the Social Security Number of any
3 person.

4 Dated: August 1, 2017

5 MAUPIN, COX & LeGOY

6 By: 

7 Donald A. Lattin, Esq.

8 Nevada Bar No. 693

9 L. Robert LeGoy, Jr., Esq.

10 Nevada Bar No. 698

11 Brian C. McQuaid, Esq.

12 Nevada Bar No. 7090

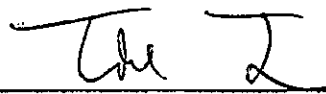
13 4785 Caughlin Parkway
14 Reno, Nevada 89519
15 (775) 827-2000

16 Attorneys for the Petitioner

17 VERIFICATION

18 Todd B. Jaksick hereby declares the following:

- 19 1. He is the Petitioner herein.
- 20 2. He has read the foregoing Petition and knows the contents thereof.
- 21 3. He declares under penalties of perjury that the statements made in the
22 Petition are true of his own knowledge, except for those matters stated on information and
23 belief, and as to those matters he believes them to be true.

24 
25 _____
26 Todd B. Jaksick

In the Matter of the Administration of the SSJ's Issue Trust Second Judicial District Court Case No. _____		
Exhibit	Description	No. Pages
1	The SSJ's Issue Trust Agreement	44
2	Certificate of Death	1
3	SSJ's Issue Trust Financial Statements- April 21, 2013 to December 31, 2013	15
4	SSJ's Issue Trust Financial Statements- January 1, 2014 to December 31, 2014	11
5	SSJ's Issue Trust Financial Statements- January 1, 2015 to December 31, 2015	12
6	SSJ's Issue Trust Financial Statements- January 1, 2016 to December 31, 2016	13
7	Agreement and Consent to Proposed Action	3
8	Agreement and Consent to Proposed Action	10
9	Agreement and Consent to Proposed Action	12
10	Agreement and Consent to Proposed Action/Contribution and Issuance Agreement (LLC Interest)	73

EXHIBIT 1.a

EXHIBIT 1.a

EXHIBIT 1.a

**THE
SSJ's ISSUE
TRUST AGREEMENT**

Samuel S. Jaksick, Jr., a married man, a resident of Reno, Washoe County, Nevada, as Grantor, and Todd B. Jaksick, a resident of Reno, Washoe County, Nevada, as Trustee, hereby create The SSJ's Issue Trust upon the following terms and conditions.

I

DESCRIPTION OF TRUST PROPERTY

The Grantor has transferred or will transfer to the trust 490 shares of issued and outstanding stock in Home Camp Land and Livestock Co., Inc., a Nevada corporation, representing 49% of the issued and outstanding stock of the corporation and the sum of \$_____, in cash. The Trustee may, in the Trustee's discretion, invest the cash in one or more policies of life insurance insuring the life of the Grantor, or in any other types of investments selected by the Trustee. The trust is to be designated the owner and beneficiary of all life insurance policies in which trust funds are invested. The Trustee is to administer the stock, the life insurance policies, the proceeds of the policies, and any other property or life insurance policies that may subsequently be transferred to or acquired by the trust on the terms and conditions contained in this Trust Agreement.

II

DISPOSITION OF INCOME AND PRINCIPAL

A. LIFETIME OF GRANTOR. So long as the Grantor is living, the trust estate is to be held, administered, and distributed as hereafter provided.

1. Except as otherwise provided below, during each calendar year in which money or other property (including life insurance policies) is transferred to the trust in a transaction that is considered a gift for federal gift tax purposes, including the initial transfer to the trust, the Trustee must pay to or apply for the benefit of each lineal descendant of the Grantor who is then living such amounts as are demanded by the lineal descendant, not to exceed the lesser of the two (2) amounts described in subparagraphs A.1.a. and A.1.b. below. The lesser of the two (2) amounts is hereafter referred to as the

"Withdrawal Amount." Each lineal descendant of the Grantor who is living at the time of the transfer is hereafter referred to in this paragraph A. as the "Beneficiary."

a. That fraction of the fair market value of the property transferred to the trust during the calendar year, the numerator of which is one (1), and the denominator of which is the number of lineal descendants of the Grantor who are then living.

b. The maximum amount that qualifies, for gifts to the Beneficiary from the transferor of the property, under Section 2503(b) of the Internal Revenue Code of 1986, as amended (the "Code"), or any corresponding or substitute provision in effect during the calendar year, for the annual exclusion for federal gift tax purposes for the calendar year in which the transfer is made, reduced by the amount of gifts previously made by the transferor to or for the benefit of the Beneficiary during the calendar year that qualify for the annual exclusion. If money or other property is transferred to the trust by the transferor, and if at the time of the transfer to the trust the transferor notifies the Trustee that the transferor intends to treat the gift as having been made by both the transferor and the transferor's spouse under Section 2513 of the Code, or any corresponding or substitute provision in effect at the time of the transfer, then the transfer is to be considered to have been made by both the transferor and the transferor's spouse. In such event, or if the property transferred to the trust is the community property of the transferor and the transferor's spouse, then the amount specified in this subparagraph is to be the maximum amount that qualifies for gifts to the Beneficiary from both the transferor and the transferor's spouse under Section 2503(b) of the Code, or any corresponding or substitute provision in effect during the calendar year, for the annual exclusion for federal gift tax purposes for the calendar year in which the transfer is made, reduced by the amount of gifts previously made by the transferor and/or the transferor's spouse to or for the benefit of the Beneficiary during the calendar year that qualify for the annual exclusion. If separate property is transferred to the trust by the transferor, and if the transferor fails to notify the Trustee that the transferor intends to treat the gift as having been made by both the transferor and the transferor's spouse under Section 2513 of the Code, or any corresponding or substitute provision in effect at the time of the transfer, then the transfer is to be considered to have been made only by the transferor.

The demand is to be made upon the Trustee by a written instrument delivered to the Trustee by the Beneficiary. The demand is to be effective even if the Beneficiary is under a legal disability at the time of the demand. However, if the Beneficiary is under any legal disability, then the amount demanded may be distributed by the Trustee pursuant to paragraph F. below. If the Beneficiary is under any legal disability,

then the demand may also be made by the guardian of the person or the guardian of the estate of the Beneficiary. However, the total of the demands made by the Beneficiary, the guardian of the person of the Beneficiary, and the guardian of the estate of the Beneficiary may not exceed the Withdrawal Amount. The Trustee must, within th 30 days after the date of each transfer to the trust, notify the Beneficiary, the guardian of the person of the Beneficiary, and the guardian of the estate of the Beneficiary, if any, of the transfer to the trust and the right to demand a distribution pursuant to this provision. The demand must be delivered to the Trustee within 30 days after the date on which the Trustee gives notice of the transfer.

If the Beneficiary (or the guardian of the person or guardian of the estate of the Beneficiary) does not withdraw, during the 30 day period, the entire Withdrawal Amount, then the following are to occur:

First, the Withdrawal Amount is to be reduced at the expiration of the 30 day period by the excess of (a) the largest of the following three (3) amounts:

(1) Five Thousand Dollars (\$5,000);

(2) Five percent (5%) of the aggregate value at the expiration of the 30 day period of this and all other trusts known to the Trustee from which the Beneficiary has a right of withdrawal similar to the one provided by this subparagraph A.1.; or,

(3) Such greater amount as may be specified in an amendment to Section 2514(e) of the Code adopted after the date of this Trust Agreement that provides that the lapse of the right to withdraw such greater amount from the trust estate is to not be considered a release of a general power of appointment that is deemed a transfer of property by the Beneficiary under Section 2514(b) of the Code;

over (b) the aggregate amount of the rights of withdrawal of the Beneficiary in the other trusts described in clause (2) above that have lapsed during the same calendar year at or prior to the expiration of the 30 day period.

Second, the withdrawal right is to continue with respect to the balance of the Withdrawal Amount. However, the withdrawal right is to lapse as to the amount of the reduction. The balance of the Withdrawal Amount is hereafter referred to as the "Nonlapsing Withdrawal Amount."

Third, the right of the Beneficiary to withdraw the Nonlapsing Withdrawal Amount after the expiration of the 30 day period may not be exercised without the prior written consent of the Trustee.

Fourth, the Nonlapsing Withdrawal Amount is to be further reduced as of December 31 of each subsequent calendar year by the excess, if any, of (a) the amount described in subparagraph First above as of December 31 of that calendar year, over (b) the Withdrawal Amount for that calendar year. However, for the calendar year in which the Grantor dies, the reduction described in the preceding sentence is to occur on the earlier of (a) the 60th day after the Grantor's death, or (b) December 31, and the amounts described in subparagraph First above are to be determined as of the date of the reduction. If Nonlapsing Withdrawal Amounts originate from more than one (1) calendar year, then the reductions required by this subparagraph are to be applied to the Nonlapsing Withdrawal Amounts in their chronological order. The Nonlapsing Withdrawal Amount is to lapse as to the amount of the reduction required by this subparagraph.

Fifth, if the Beneficiary dies before the withdrawal of the Nonlapsing Withdrawal Amount, then the balance of the Nonlapsing Withdrawal Amount as of the date of the Beneficiary's death is to be distributed to such one or more persons and entities, excluding only the Beneficiary, the Beneficiary's estate, the Beneficiary's creditors, and the creditors of the Beneficiary's estate, and on such terms and conditions, either outright or in trust, as the Beneficiary may appoint by a Will or a written and acknowledged instrument specifically referring to and exercising this special power of appointment. The Nonlapsing Withdrawal Amount is to lapse as to any portion not effectively appointed by the Beneficiary in this manner.

The Trustee is specifically empowered to amend the provisions of this subparagraph A.1. to ensure that the withdrawal right of the Beneficiary will qualify gifts to the trust for the annual exclusion for federal gift tax purposes under Section 2503 of the Code, as hereafter amended, or any corresponding or substitute provision applicable to the trust estate.

The demand right granted to the Beneficiary by this subparagraph A.1. is not to apply with respect to any transfer to the trust that is accompanied by a written statement signed by the transferor that the demand right is not to be available to the Beneficiary with respect to that transfer, in which case the Beneficiary is to be disregarded in the determination of the denominator of the fraction under subparagraph A.1.a. above. The written statement may provide that the demand right is to be available to the Beneficiary with respect to a specified portion, but not all, of the property transferred to the trust, in

which case the demand right is to apply only with respect to the specified portion of the property transferred. The written statement may also provide that the demand right is to continue to be unavailable to the Beneficiary with respect to all or any specified number or amounts of future transfers to the trust unless the transferor gives written notice to the Trustee that the demand right is to again be available to the Beneficiary.

The dispositive provisions of subparagraphs A.2. below are subject to the rights of withdrawal granted by this subparagraph A.1.

2. So long as the Grantor is living, the Trustee must pay from the net income of the trust estate, and if the net income is insufficient, from the principal of the trust estate, whatever amounts are necessary to maintain each life insurance policy owned by the trust as a binding insurance contract. Any net income that is not so applied is to be accumulated and added to principal.

B. GRANTOR'S DEATH. On the death of the Grantor, the Trustee must collect the proceeds of any life insurance policies that are then owned by the trust and that insure the life of the Grantor. The proceeds of such life insurance policies, together with any other property of the trust estate, are to then be held, administered and distributed pursuant to the following subparagraphs B.1. through B.3.

1. If any Beneficiary possesses the right to withdraw a Nonlapsing Withdrawal Amount pursuant to subparagraph A.1. above on the 90th day after the Grantor's death, then there must be distributed to the Beneficiary an amount equal to the then existing balance of the Beneficiary's Nonlapsing Withdrawal Amount.

2. So long as any issue of the Grantor are living, the Trustee must pay from the net income of the trust estate, and if the net income is insufficient, from the principal of the trust estate, whatever amounts are necessary to maintain each life insurance policy owned by the trust as a binding insurance contract.

3. So long as any issue of the Grantor are living, the Trustee will maintain the trust estate as a single trust for the benefit of the issue but will not make any distributions of income or principal from the trust. The Trustee however can permit the issue of the Grantor to use the real property and tangible personal property owned by the Trust as provided in paragraphs B. and C. of article V below.

4. The trust will terminate when all its assets are distributed or at the time specified in paragraph D. or F. of this article II or paragraph L. of article VIII below (the

"Perpetuities Savings Clause"), whichever first occurs. If the trust terminates at the time specified in paragraph D. or F. of this article II or paragraph L. of article VIII below, the trust assets as then constituted will be distributed, free of trust and by right of representation, to the then living issue of the Grantor.

C. DISTRIBUTIONS TO PERSONS UNDER AGE TWENTY FIVE (25). If any person who is otherwise entitled to an outright distribution of a trust or a share of a trust pursuant to the provisions of this Trust Agreement is, at the time for the outright distribution, under age 25, then the trust or the share of the trust to be distributed to that person is instead to be retained and administered by the Trustee as a separate trust for the benefit of that person as hereafter provided.

1. Until the person attains age 21, the Trustee may pay to or apply for the benefit of the person as much of the net income and principal of the person's trust as the Trustee, in the Trustee's discretion, considers necessary for the proper health, education, support, and maintenance of the person, after taking into consideration, to the extent the Trustee considers advisable, any other income or resources of the person known to the Trustee. Any net income not distributed is to be accumulated and added to principal.

2. After the person attains age 21, the Trustee must pay to or apply for the benefit of the person the entire net income of the person's trust, in quarter-annual or more frequent installments, until the person attains age 25. If the Trustee considers the net income to be insufficient, the Trustee may also pay to or apply for the benefit of the person as much of the principal of the person's trust as the Trustee, in the Trustee's discretion, considers necessary for the proper health, education, support, and maintenance of the person, after taking into consideration, to the extent the Trustee considers advisable, any other income or resources of the person known to the Trustee.

3. When the person attains age 25, the Trustee must distribute to the person the undistributed balance of the person's trust.

4. If the person dies before becoming entitled to receive distribution of the person's entire trust, then the remaining balance of the person's trust is to be distributed pursuant to subparagraphs C.4.a. through C.4.c. below.

a. The "Exempt Portion" (as defined in article VI below) of the person's trust is to be distributed to such one or more members of the group composed of and limited to the Grantor's issue (excluding the person) who are living on or born or

adopted after the date of death of the person, and the surviving spouses of any of the Grantor's deceased issue (including the person's surviving spouse) and on such terms and conditions, either outright or in trust, as the person may appoint by a Will or a written and acknowledged instrument specifically referring to and exercising this special power of appointment. If there are no issue of the Grantor (other than the person) who are then living, then the objects of the special power of appointment are to be expanded to include any persons and entities, other than the person, the person's estate, the person's creditors, and the creditors of the person's estate. Any of the Exempt Portion of the person's trust not effectively appointed by the person in this manner is to be distributed pursuant to subparagraph C.4.c. below.

b. The "Nonexempt Portion" (as defined in article VI below) of the person's trust is to be distributed to such one or more persons and entities, including the person's estate, and on such terms and conditions, either outright or in trust, as the person may appoint by a Will or a written and acknowledged instrument specifically referring to and exercising this general power of appointment. Any of the Nonexempt Portion of the person's trust not effectively appointed by the person in this manner is to be distributed pursuant to subparagraph C.4.c. below.

c. Any of the person's trust not effectively appointed by the person pursuant to subparagraphs C.4.a. and C.4.b. above is to be distributed, free of trust, to the then living issue of the person, by right of representation, or, if there are none, by right of representation to the then living issue of the nearest ancestor of the person who is a descendant of the Grantor and who has issue then living, or, if there is no such ancestor of the person who has issue then living, to the nearest living ancestor of the person who is a descendant of the Grantor, or, if there is no such ancestor then living, to the then living issue of the Grantor, by right of representation. However, if any part of that balance would otherwise be distributed, free of trust, to any person for whose benefit a trust is then being administered under paragraph B. of this Trust Agreement, then that part is instead to be added to that trust and is to thereafter be administered according to its terms; and if any part of that balance would otherwise be distributed, free of trust, to any other person who is then under age 25, then that part is instead to be retained in trust for the benefit of that person pursuant to this paragraph C.

D. REMOTE HEIRS. If at any time before final distribution of the trust estate the Grantor and all his issue are deceased, and no other disposition of the property is directed by this Trust Agreement, then the remaining portion of the trust estate is to then be distributed to the Grantor's surviving spouse if she is then living and if the Grantor's surviving spouse is not then living, to the Nevada State Children's Home in Carson City,

Nevada, or to a similar successor organization located in the State of Nevada, to be used as follows:

1. Three-fourths ($\frac{3}{4}$) of the remaining portion of the trust estate shall be used by the Nevada State Children's Home, in a manner determined in its sole discretion, to assist in college or university education for children who are residents of the Nevada State Children's Home when they graduate from high school.

2. One-fourth ($\frac{1}{4}$) of the remaining portion of the trust estate shall be used by the Nevada State Children's Home, in a manner determined in its sole discretion, for athletic and recreational equipment for the growth, development, and entertainment of children residing in the Nevada State Children's Home.

E. DISTRIBUTIONS TO BENEFICIARIES UNDER LEGAL DISABILITY. If any beneficiary to whom the Trustee is directed to or permitted to make distributions of income or principal is under any legal disability, or, in the opinion of the Trustee, is unable to properly apply such distributions for the benefit of the beneficiary, then the Trustee may make such distributions directly for the benefit of the beneficiary or in any one or more of the following methods:

1. to the beneficiary;
2. to the conservator or guardian of the estate of the beneficiary;
3. to a custodian of the beneficiary under the Uniform Act on Transfers to Minors, or any corresponding or substitute provisions then in effect (the "Act"), and if custodial property has not previously been created for the benefit of the beneficiary under the Act, then the Trustee may, in the Trustee's discretion, declare the property being distributed to be custodial property, transfer the custodial property to a qualified custodian under the Act, and specify any age permitted under the Act as the age for distribution to the beneficiary; or
4. to any relative of the beneficiary, to be expended by the relative for the benefit of the beneficiary.

F. EARLY TERMINATION OF SMALL TRUSTS. If at any time before final distribution, any trust being administered under this Trust Agreement contains assets with an aggregate fair market value of less than \$100,000.00, and if the Trustee determines, in the Trustee's discretion, that continued administration of the trust would be impractical or

that the costs of administration would outweigh the anticipated benefits of continued administration, then the Trustee may terminate the trust and distribute the remaining trust assets to the trust beneficiaries, both income beneficiaries and then living remaindermen. The identities of the remaindermen are to be determined as if the event that would otherwise cause the final distribution of the trust, such as the attainment by the income beneficiary of a specified age or the death of the last living income beneficiary, had then occurred. Except as otherwise specifically provided in this Trust Agreement, distribution among the income beneficiaries and remaindermen is to be in accordance with sound actuarial principles.

G. INTEREST ON PECUNIARY BEQUESTS. Unless otherwise specifically provided in this Trust Agreement, any distribution or allocation of a monetary or pecuniary amount of property may be satisfied in cash or in kind, or partly in each, with the assets so distributed or allocated being valued for this purpose on the date or dates of distribution or allocation. Interest is not to accrue with respect to any pecuniary or monetary distribution or allocation that is satisfied or irrevocably set aside within fifteen (15) months after the date of the event that results in the distribution or allocation, such as the death of the Grantor. However, each such monetary or pecuniary distribution or allocation that is not so satisfied or irrevocably set aside within fifteen (15) months is to bear interest from the date specified under applicable state law, and if state law does not specify a date for the accrual of interest, interest is to accrue from the date of the event that results in the distribution or allocation, and interest is to accrue to the date of distribution or allocation. Interest is to accrue at the statutory rate applicable to pecuniary bequests under state law, and if state law does not specify a statutory rate, interest is to accrue at eighty percent (80%) of the rate applicable under Code Section 7520 in effect on the date of the event that results in the distribution or allocation, or such other rate as may from time to time be required by the Code or federal estate, gift, or generation-skipping tax regulations.

III

IRREVOCABILITY

A. IRREVOCABILITY. This trust is irrevocable and may not be altered or amended in any respect, and the trust may not be terminated except pursuant to the distributions permitted or required pursuant to the terms of this Trust Agreement. Other property may, however, be added to the trust estate by any person, by the Will or codicil of any person, from the proceeds of life insurance policies, or from any other source.

The Trustee is expressly prohibited from exercising any power primarily for the benefit of the Grantor rather than for the benefit of the beneficiaries of the trusts created under this Trust Agreement. The Grantor may not purchase, exchange, lease, or otherwise deal with or dispose of the principal or the income of the trust estate for less than an adequate and full consideration in money or money's worth, nor may the Grantor borrow the principal or income of the trust estate, directly or indirectly, without adequate interest. However, loans to the Grantor need not be secured. No income or principal of the trust estate may be used to discharge in whole or in part the legal obligation of the Grantor, from time to time existing, to support, educate, and maintain any of the beneficiaries of the trusts created under this Trust Agreement.

B. GRANTOR'S POWER TO SUBSTITUTE ASSETS. The Grantor may, during his lifetime, acquire any assets of the trust estate (except for the life insurance policies insuring the life of the Grantor as discussed below) by substituting other property with a value, on the date of substitution, equal to that of the assets being acquired. If the property does not have a readily ascertainable value, such as cash or securities traded on a non-recognized securities exchange, then the value of the property must be determined by an independent appraisal. This power may be exercised by the Grantor, in his sole discretion, acting in his individual capacity, without any fiduciary responsibility to the Trust, the Trustee or any beneficiary of the trust estate. The power is to be exercised by giving written notice to the Trustee. On receipt of written notice from the Grantor of the Grantor's exercise of the power, the Trustee must promptly execute any documents and take any further action reasonably necessary to substitute the trust assets, and the Trustee is not to be liable for any loss or expenses resulting from the substitution of assets. Notwithstanding the preceding, the Grantor may not exercise this power to substitute assets with regard to any policy of life insurance insuring the life of the Grantor, or the life of the Grantor's spouse. Further, and notwithstanding the preceding, the Grantor may renounce and disclaim his power to substitute assets pursuant to this paragraph B. by notifying the Trustee, in writing, of his renunciation and disclaiming of the power to substitute assets. The foregoing renunciation and disclaimer must be irrevocable.

IV

TRUSTEE PROVISIONS

A. APPOINTMENT OF TRUSTEES AND SUCCESSOR TRUSTEES. Except as otherwise provided in this Trust Agreement or in an instrument exercising a power of appointment that is granted by this Trust Agreement, the persons and entities named or appointed as the Trustee or Co-Trustees in this paragraph A. are to act as the Trustee or

Co-Trustees, as the case may be, of each trust established pursuant to this Trust Agreement. Todd B. Jaksick is to initially serve as Trustee. If Todd B. Jaksick should for any reason fail to qualify or cease to act as Trustee, then Ray Benetti is to act as Trustee, and if Ray Benetti should also for any reason fail to qualify or cease to act as Trustee, then Ken Huff is to act as Trustee. Any person named as the sole Trustee may, in his or her sole discretion, appoint one (1) or more other persons or entities to serve as a Co-Trustee or as Co-Trustees with him or her, and he or she may remove (and, if desired, replace) any Co-Trustee so appointed. In addition, the last of Todd B. Jaksick, Ray Benetti, and Ken Huff to serve as Trustee may, in his or her sole discretion, appoint one (1) or more other persons or entities to serve as the successor Trustee or as successor Co-Trustees if he should for any reason fail to qualify or cease to act as Trustee, and he may remove (and, if desired, replace) any successor Trustee or successor Co-Trustee appointed by him.

If all three (3) of Todd B. Jaksick, Ray Benetti, and Ken Huff should for any reason fail to qualify or cease to act as Trustees, and if a successor Trustee or two (2) or more successor Co-Trustees are not otherwise appointed by the last of the three (3) of them to serve as Trustee, then a successor Trustee or two (2) or more successor Co-Trustees of each trust are to be appointed by a majority of those persons to whom accountings for the trust are then required to be rendered pursuant to paragraph J. below. If a successor Trustee is not appointed in this manner, then a successor Trustee or two (2) or more successor Co-Trustees of each trust are to be appointed by a court of competent jurisdiction upon the petition of any person interested in the trust estate.

The power to appoint, remove, and replace Co-Trustees, successor Trustees, and successor Co-Trustees is to be exercised by a written instrument signed by the person or persons possessing the power. Any person or entity qualified to serve as Trustee, other than the Grantor, may be appointed a Co-Trustee, successor Trustee, or successor Co-Trustee pursuant to this paragraph A.

B. INCAPACITY OF TRUSTEE. Any person named or appointed as the Trustee or as a Co-Trustee pursuant to the provisions of this Trust Agreement is to be considered to have failed to qualify as Trustee or Co-Trustee if the person at any time becomes incapacitated (determined in the manner specified in paragraph D. of article VIII). The person is to be restored to the office of Trustee, Co-Trustee, or special Trustee as soon as the person regains capacity. By accepting his or her appointment as the Trustee or as a Co-Trustee under this Trust Agreement, the person agrees that the person's physicians may release to any beneficiary of the trust estate (or to the beneficiary's attorney, guardian or conservator of the beneficiary's estate, or the beneficiary's attorney-in-fact under a valid

and enforceable power of attorney) any medical information reasonably necessary to determine the person's competency pursuant to paragraph D. of article VIII.

C. EXCULPATION OF SUCCESSOR TRUSTEE. No successor Trustee is to be liable for any act, omission, or default of a predecessor Trustee. Unless requested in writing within 180 days after appointment by an adult beneficiary of the trust, no successor Trustee is to have any duty to investigate or review any action of a predecessor Trustee and may accept the accounting records of the predecessor Trustee showing assets on hand without further investigation and without incurring any liability to any person claiming or having an interest in the trust.

D. EXCULPATION OF CO-TRUSTEES. No Co-Trustee is to be liable for any act, omission, or default of any other Co-Trustee provided that the Co-Trustee has no knowledge of any facts that may reasonably be expected to put the Co-Trustee on notice in sufficient time to have prevented the act, omission, or default.

E. GOVERNING VOTE OF CO-TRUSTEES AND EXECUTION OF DOCUMENTS. During any period of time that there are two (2) or more Co-Trustees, all of the acts of the Co-Trustees are to be governed by the majority vote of the Co-Trustees, and any action taken by the majority vote of the Co-Trustees is to be binding on the trust estate and may be relied on by third parties transacting business with the Co-Trustees.

Following the approval by the Trustee or the Co-Trustees of any transaction pursuant to this Trust Agreement, any deeds, promissory notes, deeds of trust, mortgages, leases, contracts, checks, withdrawal orders for the disbursement or withdrawal of funds, or other instruments binding the assets of the trust or committing the trust to obligations may be executed on behalf of the trust (1) by the Trustee, if there is only one (1) Trustee, (2) by any one (1) of the Co-Trustees, if there are two (2) or more Co-Trustees, or (3) by any other person designated in writing by the Trustee, if there is only one (1) Trustee, or by all of the Co-Trustees, if there are two (2) or more Co-Trustees. Any person or entity transacting business with the trust may rely upon any instrument executed by an authorized signatory without inquiring into the approval of the transaction pursuant to this Trust Agreement.

F. RESIGNATION OF TRUSTEE. The Trustee may resign at any time. The resignation is to be effective after delivery of 30 days written notice to those persons to whom accountings are then required to be rendered pursuant to paragraph J. below. Upon the resignation of the Trustee, a successor Trustee is to be appointed pursuant to paragraph A. above.

G. REMOVAL OF CORPORATE TRUSTEES. Any corporate or institutional Trustee named or appointed as Trustee of a trust pursuant to paragraph A. above may be removed at any time, with or without cause, by a written instrument signed by a majority of those persons to whom accountings for the trust are then required to be rendered pursuant to paragraph J. below. Upon the removal of the corporate or institutional Trustee, a successor Trustee is to be appointed pursuant to paragraph A. above.

H. WAIVER OF BOND. No bond is to be required of any person named or appointed as Trustee for the faithful performance of the person's duties as Trustee.

I. COMPENSATION OF TRUSTEE. Each person or entity named or appointed as a Trustee or Co-Trustee pursuant to this Trust Agreement is entitled to reasonable compensation for services rendered in connection with the administration of the trust estate. Any bank or trust company acting as a corporate Trustee, whether acting as the sole Trustee or as a Co-Trustee, is entitled to compensation for its services in the amount and at the times specified in its schedule of fees and charges established by it from time to time for the administration of trusts similar in character and size to the trust established by this Trust Agreement and in effect when the compensation is payable. The compensation of the corporate Trustee is not to be affected by the fact that the corporate Trustee or an affiliate of the corporate Trustee receives an investment management, administrative, or other fee from an entity or fund in which the trust is an investor.

J. ACCOUNTINGS. During the lifetime of the Grantor, the Trustee is required to render accountings only to the Grantor, and such accountings are to be rendered at least annually. Following the death of the Grantor, the Trustee of each trust is required to render accountings at least annually to each beneficiary of the trust who is entitled to receive current discretionary or mandatory distributions from income or principal, and to each living remainderman who would then be entitled to a distribution of income or principal if the event requiring final distribution of the trust (such as the attainment by the income beneficiary of a specified age or the death of the last living income beneficiary) had then occurred. If a person would be a current beneficiary or remainderman only if a power of appointment were exercised in his or her favor, and if the Trustee does not have actual knowledge of the exercise of the power in that person's favor, then that person is not to be considered a current beneficiary or remainderman for the purposes of this paragraph J. If any beneficiary entitled to receive an accounting is a minor or under any other legal disability, then the accounting is to be delivered to the beneficiary's parents or guardian of the beneficiary's estate. Unless any person to whom an accounting is required to be rendered delivers a written objection to the Trustee within 180 days after receipt of the accounting, the accounting is to be final and conclusive with respect to all transactions

disclosed in the accounting as to all beneficiaries of the trust, including unborn and unascertained beneficiaries. After settlement of the accounting by the agreement of the parties objecting to it, or by expiration of the 180 day period, the Trustee is to no longer be liable to any beneficiary of the trust, including unborn and unascertained beneficiaries, with respect to all transactions disclosed in the accounting, except for the Trustee's intentional wrongdoing or fraud.

K. TRUSTEE ADMINISTRATIVE POWERS. Except as otherwise provided in this Trust Agreement or by the laws of the State of Nevada, the Trustee is vested with the following powers with respect to the trust estate and any part of it, in addition to those powers now or hereafter conferred by law:

1. The Trustee is to invest and manage the trust estate as a prudent investor would, after taking into consideration the purposes, terms, distribution requirements, and other circumstances of the trust. In satisfying this standard, the Trustee must exercise reasonable care, skill, and caution. The Trustee's investment and management decisions respecting individual assets and courses of action are to be evaluated not in isolation, but in the context of the trust portfolio as a whole and as a part of an overall investment strategy having risk and return objectives reasonably suited to the trust, with no types of investments or courses of actions being impermissible or imprudent *per se*. The intent of this provision is to confer upon the Trustee the investment authority defined in the Restatement 3d of the Law of Trusts ("The Prudent Investor Rule"). Within the limitations of this standard, and subject to any express provision or limitation contained in this Trust Agreement, the Trustee is authorized to invest and reinvest the trust estate in every kind of property, real, personal, or mixed, and every kind of investment, specifically including, but not limited to, corporate obligations of every kind, stocks, preferred or common, shares of investment trusts and investment companies (including any common trust fund or other collective investment vehicle administered by the Trustee or an affiliate of the Trustee), mutual funds, and interests in partnerships (both general and limited), limited liability companies, and other forms of legal entities. The Trustee's investment power is not to be affected by the fact that the Trustee or an affiliate of the Trustee may receive an investment management, administrative, or other fee from any entity in which trust assets are invested. In making and implementing investment decisions, the Trustee has a duty to diversify the investments of the trust unless, under the circumstances, it is prudent not to do so. However, the requirement for diversification is not to apply with respect to (a) any property contributed to the trust estate by the Grantor, (b) any life insurance policies purchased by the Trustee that insure the life of the Grantor, (c) any real property described in paragraph B. of article V below, and (d) any tangible personal property described in paragraph C. of article V below.

2. The Trustee may organize, participate in, invest in, and contribute trust assets to all forms of legal entities, specifically including, but not limited to, corporations, partnerships (both general and limited), and limited liability companies. The Trustee may acquire any form of equity interest in or evidence of indebtedness from any entity in which trust assets are invested, specifically including, but not limited to, stocks (preferred, common, voting, and non-voting), partnership interests (both limited and general), membership interests (both voting and non-voting), bonds, and promissory notes (both secured and unsecured), on terms and conditions approved by the Trustee, in the Trustee's discretion. This power specifically includes, but is not limited to, the power to invest in and contribute property to limited partnerships, limited liability companies, and other forms of legal entities administered or managed by the Trustee or an affiliate of the Trustee.

3. The Trustee may continue to hold any property, including any shares of the Trustee's own stock, and may operate at the risk of the trust estate any business that the Trustee receives or acquires as long as the Trustee considers advisable.

4. The Trustee is to have all the rights, powers, and privileges of an owner with respect to the securities held in trust, including, but not limited to, the power to vote, give proxies, and pay assessments; to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers, and liquidations; and incident to such participation to deposit securities with and transfer title to any protective or other committee on such terms as the Trustee may consider advisable; and to exercise or sell stock subscription or conversion rights.

5. The Trustee may hold securities or other property in the Trustee's name as Trustee under this Trust Agreement, in the Trustee's own name, or in the name of a nominee, or the Trustee may hold securities unregistered in such condition that ownership will pass by delivery.

6. The Trustee may manage, control, grant options on, sell (for cash or on deferred payments), convey, exchange, partition, divide, improve, and repair trust property.

7. The Trustee may write or sell covered call options on any securities held in the trust through any recognized options exchange.

8. The Trustee may lease trust property for terms within or beyond the term of the Trust Agreement for any purpose, including exploration for the removal of gas,

oil, and other minerals; and may enter into community oil leases, pooling, and unitization agreements.

9. The Trustee may loan money to the Grantor, the probate estate of the Grantor, The Samuel S. Jaksick, Jr. Family Trust, and any beneficiary of the trust estate. Any such loan must bear a reasonable rate of interest, but need not be secured. The Trustee may also loan money to any other person or entity. However, any loan to any other person or entity must bear a reasonable rate of interest and must be adequately secured.

10. The Trustee may purchase property at its fair market value as determined by the Trustee, in the Trustee's discretion, from the Grantor, probate estate of the Grantor and The Samuel S. Jaksick, Jr. Family Trust.

11. The Trustee may loan or advance the Trustee's own funds to the trust estate, with interest at current rates; may receive security for such loans in the form of a mortgage, pledge, deed of trust, or other encumbrance of any assets of the trust estate; may purchase assets of the trust estate at their fair market value as determined by an independent appraisal of those assets; and may sell property to the trust at a price not in excess of the fair market value of the property as determined by an independent appraisal.

12. The Trustee may release or restrict the scope of any power that the Trustee may hold in connection with the trust estate, whether such power is expressly granted in the Trust Agreement or implied by law. The Trustee is to exercise this power in a written instrument executed by the Trustee specifying the power to be released or restricted and the nature of the release or restriction. The release or restriction is to be binding on all successor Trustees unless otherwise stated in the written instrument.

13. The Trustee may take any action and make any election, in the Trustee's discretion, to minimize the tax liabilities of the trust estate and the beneficiaries. The Trustee may allocate the tax benefits among the various beneficiaries, and the Trustee may make adjustments in the rights of any beneficiaries, or between the income and principal accounts, to compensate for the consequences of any tax election or any investment or administrative decision that the Trustee believes has had the effect of directly or indirectly preferring one beneficiary or group of beneficiaries over others.

14. The Trustee may borrow money and encumber trust property by mortgage, deed of trust, pledge, or otherwise. The Trustee is authorized to purchase, sell, and trade securities of any nature, including short sales, on margin, and for such purposes

may maintain and operate margin accounts with brokers and may pledge any securities held or purchased by the Trustee with such brokers as security for loans and advances made to the Trustee. The Trustee of each trust is also authorized to guarantee any loans made to any entity in which the trust owns an equity interest.

15. The Trustee may commence or defend, at the expense of the trust estate, such litigation with respect to the trust estate or any property of the trust estate as the Trustee may consider advisable and may compromise or otherwise adjust any claims or litigation against or in favor of the trust estate.

16. The Trustee may carry insurance of such kinds and in such amounts as the Trustee considers advisable, at the expense of the trust estate, to protect the trust estate and the Trustee personally against any hazard.

17. The Trustee may employ attorneys, accountants, investment advisors, managerial, clerical, and other assistants and agents, including management companies and resident managers of any real property operated by the trust. The expense of employment of such personnel is to be a proper expense of the trust and not of the Trustee personally.

18. The Trustee may withhold from distribution, in the Trustee's discretion, at the time for distribution of any property of the trust estate, without the payment of interest, all or any part of the property, as long as the Trustee determines, in the Trustee's discretion, that the property may be subject to conflicting claims, to tax deficiencies, or to liabilities, contingent or otherwise, properly incurred in the administration of the trust estate or in the administration of the probate estate of the Grantor or the Samuel S. Jaksick, Jr. Family Trust.

19. The Trustee may partition, allot, and distribute the trust estate, on any division or periodic, partial, or final distribution of the trust estate, in undivided interests or in kind, or partly in money and partly in kind, at valuations determined by the Trustee, and may sell such property as the Trustee considers necessary to make any division or distribution. In making any division or periodic, partial, or final distribution of the trust estate, the Trustee is to be under no obligation to make a pro-rata division, or to distribute the same assets to beneficiaries similarly situated, but rather the Trustee may, in the Trustee's discretion, make a nonpro-rata division between trusts or shares and nonpro-rata distributions to beneficiaries, so long as the assets allocated to the separate trusts or shares, or distributed to the beneficiaries, have equivalent or proportionate fair market values.

20. Except as otherwise specifically provided in this Trust Agreement, the determination of all matters with respect to what is principal or income of the trust estate and the apportionment and allocation of receipts and expenses between these accounts are to be governed by the provisions of the Nevada Revised Uniform Principal and Income Act from time to time existing. Any such matter not provided for either in this Trust Agreement or in the Nevada Revised Uniform Principal and Income Act is to be determined by the Trustee, in the Trustee's discretion.

21. For trust accounting purposes, all items of prepaid, accrued, or undistributed income and all taxes and other current expenses are to be prorated on a daily basis over the period to which they relate. The prorations are to be calculated on the basis of a 360 day year and a 30 day month.

22. There need be no physical segregation or division of the various trusts or shares except as segregation or division may be required by the termination of any of the trusts or shares, but the Trustee must maintain separate accounts for the different undivided interests.

23. Other property acceptable to the Trustee may be added to the trust estate by any person, by the Will or codicil of the Grantor, the Samuel S. Jaksick, Jr. Family Trust, by the proceeds of any life insurance policy, or otherwise.

24. The Trustee may perform any environmental inspections of trust assets that the Trustee deems advisable before or after the assets are accepted by the Trustee, and the Trustee may refuse to accept any asset based upon the results of the inspection. The Trustee may undertake any remedial measures with respect to any trust asset that the Trustee deems necessary or advisable in order to comply with environmental laws and may compromise any environmental liability claims on terms deemed advisable by the Trustee. The Trustee may regularly inspect and monitor trust property for compliance with applicable environmental laws, rules, and regulations. All inspections, remedial measures, settlements of environmental claims, and other actions taken by the Trustee pursuant to this subparagraph are to be at the expense of the trust estate and not at the expense of the Trustee personally. The Trustee may renounce or disclaim any power that might otherwise subject the Trustee to personal liability for environmental violations.

25. For investment purposes, the Trustee may, in the discretion of the Trustee, combine the assets of any of the trusts created under this Trust Agreement with the assets of any other trust established by the Grantor pursuant to this Trust Agreement,

pursuant to the Will of the Grantor, pursuant to The Samuel S. Jaksick, Jr. Family Trust Agreement, or otherwise. In such event, the Trustee must maintain separate records of the amounts allocable to each such trust. In addition, the Trustee may, in the Trustee's discretion, merge any trust created under the terms of this Trust Agreement with any other trust established by the Grantor pursuant to this Trust Agreement, pursuant to the Will of the Grantor, pursuant to The Samuel S. Jaksick, Jr. Family Trust Agreement, or otherwise, so long as the beneficial interests under such merged trusts are substantially identical. In the event of any such merger, the Trustee need not maintain separate records of the amounts allocable to each merged trust.

26. Notwithstanding the preceding provisions, any individual who is appointed the Trustee or a Co-Trustee pursuant to paragraph A. above may not exercise or decide to not exercise any tax election or option under any federal, state, or local law if doing so (a) could increase, decrease, or shift to another beneficiary his or her beneficial interest in the trust estate, and (b) the increase, decrease, or shift would or could constitute income to or a transfer by the Trustee for federal, state, or local income or transfer tax purposes. If all the appointed Trustees are prohibited from exercising or from deciding to not exercise the tax election or option by the preceding sentence, then another individual, bank, or trust company (but not an individual who or bank or trust company which is related or subordinate to any acting Trustee under this Trust Agreement within the meaning of Code Section 672(c)) must be appointed by the Trustee or Co-Trustees then acting under this Trust Agreement, and the Trustee so appointed must alone exercise or decide to not exercise the tax election or option.

L. TRUSTEE STANDARD OF REVIEW. The Trustee is to be personally liable or subject to surcharge only if the Trustee should act without reason, in bad faith, or in intentional violation of specific material provisions of this Trust Agreement. Precatory language is merely suggestive and does not create an enforceable standard under which an act can be criticized or compelled. However, this standard of review is not intended to expand the standards of "health, education, support, and maintenance" for distributions into broader standards that are not "ascertainable standards" for transfer tax purposes.

The Trustee is entitled to indemnification against any claims, liabilities, and expenses, including attorneys' fees and amounts paid in settlement, resulting from the acts or omissions of the Trustee, so long as the Trustee's acts or omissions are not without reason, are not in bad faith, and are not in violation of specific provisions of this Trust Agreement. The Grantors intend to provide the Trustee with indemnification to the maximum extent allowed by law. The expenses of the Trustee incurred in the defense any action, suit, or proceeding must be paid from the trust estate as they are incurred and in

advance of the final disposition of the action, suit, or proceeding upon receipt of an undertaking by or on behalf of the Trustee to repay the amount if it is ultimately determined that the Trustee is not entitled to be indemnified.

M. PRESERVATION OF ATTORNEY-CLIENT PRIVILEGE. The Trustee (and if there is more than one (1) Trustee, each Trustee) may consult legal counsel chosen by the Trustee on any matter relating to the administration of the trust, including, but not limited to, the Trustee's fiduciary duties and responsibilities with respect to the trust. All of the fees and expenses incurred as a result of such consultations are to be charged as an expense of the trust and are not to reduce the Trustee's compensation. All consultations and communications between the Trustee and the Trustee's attorney in connection with trust matters are to be confidential and are not subject to disclosure to any beneficiary or to any successor Trustee. Any fees or expenses incurred by the Trustee to defend any challenge to such confidentiality are to also be charged as an expense of the trust and are not to reduce the Trustee's compensation.

N. TRUSTEE NOT RESPONSIBLE FOR DETERMINATION OF BIRTHS, DEATHS, AND OTHER EVENTS THAT AFFECT TRUSTS. Until the Trustee receives written notice of any birth, death, attainment of a specified age, or any other event that affects the administration of or rights to distributions from any trust being administered under this Trust Agreement, the Trustee is not to be liable for any distributions or other disbursements that are made from the trust in good faith prior to receipt of the notice.

V

RULES GOVERNING CERTAIN PROPERTY

A. LIFE INSURANCE PROVISIONS. If any trust or share created under the terms of this Trust Agreement is designated as the owner or beneficiary of any policy of life insurance, then the provisions of this paragraph A. are to apply with respect to such life insurance policy.

1. Assignment of Incidents of Ownership. The assignment of the ownership of any policy of life insurance to the trust estate is to constitute an irrevocable assignment of all rights, options, and privileges conferred on the owner by the terms of the policy, including, but not limited to, the right to change its beneficiary designation, to hypothecate the policy, and to borrow funds from the insurer.

2. Payment of Premiums. All of the premiums, assessments, or other charges on any life insurance policy of which the Trustee is the owner and beneficiary that are required to maintain its status as a binding insurance contract are to be paid as hereafter provided.

a. The Trustee may, in the Trustee's discretion, direct the insurance company to apply all dividends, interest, or other refunds of a similar nature on each policy to be used, to the extent permitted by the company, to pay or reduce the premiums, assessments, or other charges. All dividends, interest, or other refunds of a similar nature that are not so applied may either be reinvested within the policy or paid to the Trustee to be held as part of the principal of the trust estate.

b. If the dividends, interest, or other refunds of a similar nature on each policy that are applied to the payment of the premiums, assessments, or other charges pursuant to subparagraph A.2.a. above are insufficient to maintain the policy as a binding insurance contract, then the Trustee must apply the net income of the trust estate to pay such premiums, assessments, or other charges, and to the extent the net income is insufficient, the Trustee must apply the principal of the trust estate for such purposes.

c. If at any time the resources described in subparagraphs A.2.a. and A.2.b. above are insufficient for the payment of the premiums, assessments, or other charges required to maintain each policy as a binding insurance contract, the Trustee must notify the Grantor and the living beneficiaries of the trust who have attained the age of majority of the amount required to pay the necessary premiums, assessments, or other charges. Any funds transferred to the Trustee as a result of the notice must be applied by the Trustee to the payment of the required premiums, assessments, or other charges, and any excess amounts is to be held by the Trustee as principal of the trust estate.

d. If at any time all of the resources available to the Trustee pursuant to the provisions of subparagraphs A.2.a., A.2.b., and A.2.c. above are insufficient to permit the payment of the premiums, assessments, or other charges on each life insurance policy of which the Trustee is the owner and beneficiary that are required to maintain the status of the policy as a binding insurance contract, the Trustee is to have no obligation to make such payment, is not to be liable to the Grantor or to any beneficiary of the trust estate for the non-payment, and is to have no responsibility for determining whether the payment has been made. The Trustee may, but is not required to, borrow against any life insurance policy in the trust estate in an amount sufficient to pay the required premiums, assessments, or other charges. The Trustee may also, but is not required to, borrow against the cash value of any life insurance policy, surrender the policy

for its cash surrender value, or convert the policy into a fully paid policy whenever the resources of the Trustee are insufficient to permit the payment of the required premiums, assessments, or other charges.

e. The Trustee may, in the Trustee's discretion, make any other reasonable arrangements for the payment of the premiums, assessments, or other charges that are required to maintain each policy as a binding insurance contract if the Trustee considers that such other arrangements would be more beneficial to the trust estate and the beneficiaries than the provisions of subparagraphs A.2.a. through A.2.d. above.

3. Collection of Proceeds. The Trustee is not responsible for determining whether the death of the insured has occurred. However, upon receipt of proof of death of the insured and upon receipt of the insurance policy, the Trustee must use reasonable efforts to collect all sums payable under the terms of the policy. The Trustee may require reasonable indemnification for all costs, expenses, and damages that may be incurred in the collection of the proceeds. All sums received are to become principal of the trust estate, except for interest paid by the insurer, which is to be income.

The Trustee may compromise, arbitrate, or otherwise adjust any claim, dispute, or controversy arising under any policy, and may initiate, defend, settle, and compromise any legal proceeding necessary in the Trustee's opinion to collect the proceeds of any policy.

The Trustee's receipt to any insurer is to be considered in full discharge, and the insurer is not to have any duty to inquire into the application by the Trustee of the policy proceeds. Upon collection of the life insurance proceeds, the Trustee must hold, administer, and distribute the proceeds pursuant to the terms and conditions of this Trust Agreement.

B. USE OF REAL PROPERTY. The Trustee, in the Trustee's discretion, may but is not required to, permit any issue of the Grantor to occupy, rent free, any residential real property (including any primary, secondary, or vacation residence) held in or acquired by the trust estate or an entity in which the trust has an interest. The Trustee, in the Trustee's discretion, may also, but is not required to, permit any issue of the Grantor to occupy or otherwise use, rent free, any nonresidential real property held in or acquired by the trust estate or an entity in which the trust has an interest. The Trustee, in the Trustee's discretion, may also, but is not required to, permit any issue of the Grantor to invite spouses, other family and friends to also occupy or otherwise use, rent free, any such real property. The Trustee, in the Trustee's discretion, may also, but is not required to, create

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and amend schedules for any issue of the Grantor to occupy or otherwise use, rent free, any such real property, including the log home on the "49 Mountain parcel." The Trustee, in the Trustee's discretion, may also, but is not required to, permit all or any of the beneficiaries to build or occupy a home and live in it with spouses, family, and friends as agreed to by the Trustee, in the Trustee's discretion. The Trustee, in the Trustee's discretion, may also, but is not required to, build all or any such homes at the expense of the trust or require the beneficiary to provide his or her own home at his or her own expense. Any home or other building to be constructed by a beneficiary must first be approved by the Trustee, in the Trustee's discretion, and will be located on the portions of such property determined by the Trustee, in the Trustee's discretion, designated on the red portion of the map attached to this Trust Agreement and incorporated herein by reference.

Notwithstanding any other provision of this Agreement, the Trustee's ability to sell or encumber the real property designated on the map attached hereto and incorporated herein by reference is limited as follows. These restrictions apply to the Trustee's exercise of its voting rights in an entity that owns the real property. The Grantor prefers the Trustee never sell or encumber the real property. However, the Trustee, in the Trustee's discretion, can sell or encumber all or any portion of the real property provided the Trustee must first sell or encumber the real property designated in green on the map and then next sell or encumber the real property designated in yellow. The Trustee is prohibited from voluntarily encumbering or selling the real property designated in red, except if for any reason it becomes necessary, in the Trustee's discretion, to sell or encumber the real property designated in red to save all or part of the real property designated in red, the Trustee, in the Trustee's discretion, can sell or encumber it in the order designated on the map. These restrictions in this subparagraph will not prohibit the Trustees from selling the smallest legal parcels available to any beneficiary or beneficiaries under this Trust Agreement on which the beneficiary will build his or her own home at his or her own expense, provided that the home or other buildings to be constructed by the beneficiary is first approved by the Trustee, in the Trustee's discretion, and provided further that the sale of the parcel does not adversely affect any of the other property in the trust estate, or an entity owned by it, or the opportunities to, in the future, sell all or part of the real property. Finally, the Trustee is not restricted from selling any of the water rights included in the trust estate, or an entity owned by it, except approximately 200 acre feet of water rights necessary to irrigate the "49 Mountain parcel." The latter water rights shall be restricted as provided in this subparagraph.

The Trustee may require any beneficiary to pay all or any portion of the property taxes, assessments, insurance premiums, repair and maintenance expenses, utility expenses, and other expenses attributable to the property as a condition for the

beneficiary's rent-free use of the property. The Trustee may also require any beneficiary to agree in writing to indemnify and hold the Trustee and the trust estate harmless from any liability resulting from the occupancy of the property by the beneficiary and his or her guests and invitees, including, but not limited to, any liability for personal injury or property damage sustained during the use and occupancy of the property. The Trustee is not to be liable to the other beneficiaries of the trust estate for any loss of or damage to the real property that results from the use and occupancy of the property by a beneficiary pursuant to this provision.

In order for the Trustee to permit any issue of the Grantor to occupy or otherwise use, rent free, any real property held in an entity in which the trust has an interest, the Trustee will exercise its voting rights in that entity. The Trustee will not be responsible or liable to any beneficiary if the Trustee exercises its voting rights in the entity to permit any issue of the Grantor to occupy or otherwise use any real property owed by the entity, and the entity for any reason fails to permit the issue to use its property.

C. USE OF TANGIBLE PERSONAL PROPERTY. The Trustee, in the Trustee's discretion, may also, but is not required to, permit any issue of the Grantor to use, possess, and enjoy, rent free, any household furniture and furnishings, jewelry, clothing, paintings, artwork, automobiles, boats, and other items of tangible personal property that are to remain in or are acquired by the trust estate or an entity in which the trust has an interest. The Trustee may, however, require the beneficiary to pay all or any portion of the personal property taxes, license fees, insurance premiums, repair and maintenance expenses, and other expenses attributable to the tangible personal property and to take reasonable measures to safeguard, insure, and account for the property as a condition for the beneficiary's rent-free use, possession, and enjoyment of the property. The Trustee may also require the beneficiary to agree in writing to indemnify and hold the Trustee and the trust estate harmless from any liability resulting from the beneficiary's use, possession, and enjoyment of the property, including, but not limited to, any liability to any third persons or entities for personal injury or property damage resulting from the beneficiary's use of the property. The Trustee is not to be liable to the other beneficiaries of the trust estate for any loss of or damage to the tangible personal property that results from the use, possession, and enjoyment of the property by a beneficiary pursuant to this provision. The Trustee may also require the beneficiary to agree in writing to indemnify and hold the Trustee and the trust estate harmless from any liability resulting from the beneficiary's use, possession, and enjoyment of the property, including, but not limited to, any liability to any third persons or entities for personal injury or property damage resulting from the beneficiary's use of the property. The Trustee is not to be liable to the other beneficiaries of the trust estate for any loss of or damage to the tangible personal property that results from the use, possession,

and enjoyment of the property by a beneficiary pursuant to this provision. In order for the Trustee to permit any issue of the Grantor to use, rent free, any tangible personal property held in an entity in which the trust has an interest, the Trustee will exercise its voting rights in that entity. The Trustee will not be responsible or liable to any beneficiary if the Trustee exercises its voting rights in the entity to permit any issue of the Grantor to occupy or otherwise use any tangible personal property owed by the entity, and the entity for any reason fails to permit the issue to use its property.

D. ALLOCATION, ADMINISTRATION, AND DISTRIBUTION OF "S CORPORATION" STOCK. If the trust estate consists of shares of stock of any corporation that is an "S corporation," as defined in Section 1361(a) of the Code, or any corresponding or substitute provision in effect from time to time, then the Trustee may, in the Trustee's discretion, take any action necessary or appropriate to preserve the S corporation election under Section 1362(a) of the Code, or any corresponding or substitute provision in effect from time to time. The Trustee is specifically empowered to distribute, free of trust, to any of the beneficiaries of the trust estate any of the shares of stock of the S corporation that are held in the trust estate. In addition, the Trustee may amend the terms of any trust under this Trust Agreement to qualify the trust as a "qualified subchapter S trust" within the meaning of Section 1361(d) of the Code, or as an "electing small business trust" within the meaning of Section 1361(e) of the Code, or any corresponding or substitute provisions in effect from time to time. In exercising these powers, the Trustee may divide any trust into more than one trust, with one such trust containing the stock of the S corporation, with amended terms for administration and distribution that qualify the trust as a "qualified subchapter S trust" or as a "electing small business trust," and with the other trust or trusts containing all other trust assets, which are to be administered pursuant to the terms and conditions contained in this Trust Agreement. However, the Trustee may not exercise this power in a manner that would increase the Trustee's individual benefits under this Trust Agreement or in any manner that would result in an outright distribution to any beneficiary whom the Trustee is legally obligated to support, educate, and maintain. The Trustee is not to be liable for any good faith exercise of the powers conferred by this paragraph.

VI

GENERATION-SKIPPING TRANSFER TAX PROVISIONS

A. DEFINITION OF GENERATION-SKIPPING. The term (or any reference to) "generation-skipping" in this Trust Agreement refers to the federal generation-skipping transfer tax under Chapter 13 of the Code.

B. TRUST TO INCLUDE SEPARATE SHARES. References to a "trust" or to "trusts" refer also to arrangements that are treated as trusts for generation-skipping purposes and to separate shares of a trust if the context so indicates, if consistent with the Grantor's apparent objectives, and if the shares will be "substantially separate and independent shares of different beneficiaries" entitled to be treated as separate trusts for generation-skipping purposes under Code Section 2654(b).

C. DEFINITION OF EXECUTOR FOR GENERATION-SKIPPING PURPOSES. In this article, and in the generation-skipping context generally, the term "Executor" refers to the person or persons authorized by Code provisions or Treasury regulations to make the transferor election for qualified terminable interest property under Code Section 2652(a)(3) and to allocate the generation-skipping exemption under Code Section 2631(a).

D. DEFINITIONS OF EXEMPT, NONEXEMPT, INCLUSION RATIO, AND APPLICABLE FRACTION. In this article, and in the generation-skipping context generally, the term "Exempt" refers to property or a trust that has a generation-skipping "inclusion ratio" of zero (that is, an "applicable fraction" for generation-skipping purposes of one). Any reference made to an "Exempt Trust" or to the "Exempt Portion" of certain property or of a trust is a reference to or a special titling for property or a trust that has been or is to be established having an "inclusion ratio" of zero. The term "Nonexempt Portion" or the adjective "Nonexempt" indicates property or a trust that has a generation-skipping "inclusion ratio" of one (that is, an "applicable fraction" of zero). The terms "inclusion ratio" and "applicable fraction" have the meanings prescribed in Code Section 2642.

E. EXECUTOR'S AND TRUSTEE'S GENERATION-SKIPPING AUTHORITY.

1. In exercising the power to allocate the generation-skipping exemption of the Grantor or of any other transferor under Code Section 2631(a), or a counterpart exemption under any applicable state law, the Executor of the Grantor or other transferor may include in or exclude from that allocation any property of which the Grantor or other transferor is the transferor for generation-skipping purposes, including property transferred prior to the death of the Grantor or other transferor. These decisions may be based on transfers, gift tax returns, and other information known to the Executor, with a requirement of good faith but no requirement that allocations benefit the various transferees or beneficiaries of such property equally, proportionately, or in any other particular manner. However, no person acting as Executor may make or participate in any generation-skipping election or allocation decision if the power to do so would result in the person being deemed to possess a general power of appointment for federal estate and gift tax purposes over property with respect to which he or she would (or might) not otherwise have

such a general power. Should this prohibition leave no Executor able to make such an election or allocation, then the office of Executor is to be filled for this limited purpose by the Trustee under this Trust Agreement, and if the Trustee is also the Executor, then the office of Executor is to be filled for this limited purpose in the manner specified in this Trust Agreement for the appointment of successor Trustees.

2. During any period of time that the federal generation-skipping transfer tax or any corresponding or substitute tax provisions are in effect, no trust that is otherwise to be established under this Trust Agreement may include both Exempt property and Nonexempt property. To accomplish this result, the Trustee must divide each trust that is otherwise to be established under this Trust Agreement and that would otherwise include both Exempt property and Nonexempt property into two (2) separate trusts, an Exempt Trust and a Nonexempt Trust. The Nonexempt Trust is to be established by allocating to it the minimum fractional share of the trust property that is necessary to establish it with an "inclusion ratio" of one, while leaving the Exempt Trust with an "inclusion ratio" of zero.

3. Except as otherwise specifically provided in this Trust Agreement, when a trust otherwise to be established is divided under the foregoing provisions into Exempt and Nonexempt Trusts or otherwise into multiple trusts, (a) each trust is to have the same provisions as the original trust from which it is established, and (b) all references in this Trust Agreement to the original trust are to collectively refer to the separate trusts derived from it.

4. Upon termination, partial termination, subdivision, distribution, or partial distribution of any of the separate trusts created under this Trust Agreement, or upon the combination or merger of separate trusts, the Exempt and Nonexempt character of the property of each trust must be preserved. Accordingly, Nonexempt property from any trust may not be added to or merged with Exempt property from any other trust, even if this results in the establishment of additional separate trusts with the same terms and provisions.

5. The Trustee of each trust may, in the Trustee's sole discretion, combine any trust with any other trust or trusts having the same inclusion ratio, including trusts established by the Grantor pursuant to this Trust Agreement, pursuant to The Samuel S. Jaksick, Jr. Family Trust Agreement, pursuant to the Will of the Grantor, or otherwise, or by any of the issue of the Grantor; and the Trustee may establish separate shares in each combined trust if and as needed to preserve the rights and protect the interests of the various beneficiaries when the trusts being combined do not have identical terms or when separate shares are otherwise deemed desirable by the Trustee. Trusts

with different inclusion ratios that are established pursuant to other trust instruments may also be combined with each other or with trusts established under this Trust Agreement, provided their inclusion ratios are maintained unchanged through substantially separate and independent shares of different beneficiaries under Code Section 2654(b). Similarly, the Trustee may subdivide separate or separable shares of a single trust into separate trusts. These powers to combine and divide trusts may be exercised from time to time, and may be used to modify or reverse their prior exercise. In deciding whether and how to exercise this authority, the Trustee may consider efficiencies of administration, generation-skipping and other transfer tax considerations, income tax factors affecting the various trusts and their beneficiaries, present and future financial and other objectives of the trusts and their beneficiaries, the need or desirability of having the same or different Trustees for the various trusts or shares, and any other considerations the Trustee may deem appropriate to these decisions.

6. The Grantor intends to encourage the Trustee to administer separate trusts under this Trust Agreement in ways that, in the long run, are likely to reduce income and transfer taxes on the trusts and their beneficiaries and that are likely to make efficient utilization of available tax privileges, such as generation-skipping exemptions. Consistent with these objectives, the Trustee of any trust may consult with other trustees and may in reasonable ways coordinate decisions and actions of the trust with those of other trusts under this Trust Agreement, under other dispositions made by the Grantor, and under Wills and trusts of others when those other trusts have, in whole or in part, similar beneficiaries. Without limiting the foregoing, the Grantor specifically authorizes (but does not require) the Trustee, in administering different trusts wholly or in part for the benefit of a particular beneficiary or group of beneficiaries, to adopt different investment patterns and objectives for different trusts based on their generation-skipping ratios and to prefer making distributions from Nonexempt Trusts to beneficiaries who are "non-skip persons" for generation-skipping purposes and from Exempt Trusts to those who are "skip persons," as those terms are defined in Code Section 2613.

F. GRANT OF GENERAL POWER OF APPOINTMENT. If all or any portion of the assets held in a Nonexempt Trust under this Trust Agreement would otherwise be subject to the generation-skipping tax on the death of any beneficiary, and if the possession of a general power of appointment by that beneficiary would prevent the imposition of the generation-skipping tax on the assets subject to the power, then that beneficiary is hereby granted a general power of appointment exercisable on his or her death. The general power of appointment is to be exercisable with respect to the lesser of (a) that portion of the assets of the Nonexempt Trust under this Trust Agreement that would otherwise be subject to the generation-skipping tax on the death of the beneficiary,

or (b) the amount, if any, needed to increase the beneficiary's taxable estate for federal estate tax purposes to the smallest amount subject to federal estate taxation at the "maximum federal estate tax rate" (as defined in Code Section 2641), after taking into consideration the beneficiary's adjusted taxable gifts (as defined in Code Section 2001(b)). If this or a similar limitation is imposed on the amount subject to a general power of appointment under one or more other Nonexempt Trusts, regardless of the source of the trust or the identity of the grantor, then the limitation described in clause (b) above is to be reduced to that fraction of the amount described therein, the numerator of which is the amount described in clause (a) above, and the denominator of which is the total value of the assets of all of the Nonexempt Trusts (including the Nonexempt Trust under this Trust Agreement) that would otherwise be subject to the generation-skipping tax on the death of the beneficiary and that grant such general powers of appointment to the beneficiary with similar limitations. The general power of appointment may be exercised in favor of any one or more of the beneficiary's creditors, and on such terms and conditions, either outright or in trust, as the beneficiary may appoint by a Will or a written and acknowledged instrument specifically referring to and exercising this general power of appointment. Any of the assets of the Nonexempt Trust that are not effectively appointed by the beneficiary in this manner are to be distributed, or retained in trust, pursuant to the dispositive provisions of this Trust Agreement that would apply if the general power of appointment were not granted to the beneficiary.

G. OVERALL OBJECTIVE OF SPECIAL GENERATION-SKIPPING PROVISIONS. All provisions of this Trust Agreement are to be construed to provide for or at least to permit divisions, distributions, and administration of trusts and other dispositions in a timely manner consistent with the Grantor's objectives of efficiently using available generation-skipping exemptions and (to the extent possible) of establishing and maintaining only trusts (or substantially separate and independent shares) that have inclusion ratios either of zero or of one and are thus either entirely Exempt or entirely Nonexempt.

H. EFFECT OF REPEAL OF GENERATION-SKIPPING TRANSFER TAX. If the federal generation-skipping transfer tax under Chapter 13 of the Code has been repealed as of the date of establishment of any trust under this Trust Agreement, and if there is no corresponding or substitute transfer tax then in effect, then for the purposes of this Trust Agreement the entire trust is to be considered "Exempt." Similarly, if any trust under this Trust Agreement is divided into Exempt and Nonexempt Trusts pursuant to the preceding paragraphs, and if the federal generation-skipping transfer tax under Chapter 13 of the Code is thereafter repealed without the enactment of a corresponding or substitute transfer tax that is applicable to such trusts, then, unless otherwise provided in

this Trust Agreement, the Nonexempt Trust is to be merged into the Exempt Trust, and both trusts are to thereafter be considered a single Exempt Trust for purposes of this Trust Agreement.

VII

TAX APPORTIONMENT

A. APPORTIONMENT ON DEATHS OF GRANTOR AND BENEFICIARIES. Except as otherwise specifically provided in this Trust Agreement, in the Will of the Grantor, in The Samuel S. Jaksick, Jr. Family Trust Agreement, or in the Will of any beneficiary whose death taxes are affected by the assets of the trust estate, all federal, state, and foreign estate, inheritance, death, or other transfer taxes (hereafter referred to collectively as "death taxes") resulting from the death of the Grantor or of any beneficiary of the trust estate that are attributable to any property that passes or has passed under this Trust Agreement are, in the case of an inheritance tax, to be paid by the person upon whom or from the property upon which the inheritance tax is specifically imposed, and, in the case of an estate, death, or other transfer tax (including generation-skipping transfer taxes), are to be apportioned in accordance with applicable state law.

B. APPORTIONMENT OF TAX BENEFITS. The death tax benefits of any credits, deductions, exclusions, exemptions, elections, and similar items are to be apportioned as follows:

1. The credit granted by Code Section 2001(b)(2) for gift taxes that were paid by an individual recipient of a taxable gift is to inure to the benefit of that recipient.

2. The credit granted by Code Section 2001(b)(2) for gift taxes that were not paid by an individual recipient, the applicable credit amount granted by Code Section 2010, the credit for gift taxes granted by Code Section 2012, the credit for property previously taxed granted by Code Section 2013 (but only to the extent attributable to property that cannot be identified specifically as includible in the estate), and any other credit the benefit of which is not allocated by subparagraph B.3. below because it is not possible to identify the property passing to a recipient that produces the credit are to inure to the benefit of all recipients of property includible in the estate for death tax purposes.

3. The benefit of any other credit is to inure to the recipient of the property that produces the credit. For example, (a) the recipient of property that generates a state death tax is to receive the benefit of the credit granted by Code Section 2011 with

respect to payment of that tax, (b) the recipient of property subject to foreign death tax is to receive the benefit of the credit granted by Code Section 2014 with respect to the taxation of that property, and (c) the recipient of specifically identifiable property that is includible in the estate and that previously was taxed is to receive the benefit of any credit granted by Code Section 2013 with respect to that property.

4. Any reduction in tax attributable to an election under Code Section 2032A or any similar provision enacted in the future is to inure to the benefit of the qualified heir who receives the property that is the subject of the election. Any recapture tax, including interest and penalties thereon, resulting from the disposition or cessation of qualified use of the property or any other event that causes a recapture tax is to be charged against and collected from the qualified heir who owns the property at the time of the event that results in the recapture tax.

5. Any reduction in tax attributable to property qualifying for the marital or charitable deduction is to inure to the benefit of the recipient of the property.

6. The benefit of any tax rate differential in computing a state death tax that is attributable to the relationship of the recipient to the transferor is to inure to the recipient.

7. The benefit of any deferral of death tax under Code Sections 6161, 6163, 6166, any corresponding provisions of state law, and any similar provisions enacted in the future is to inure to the recipient of the property that qualifies for the deferral and who assumes the deferred tax liability. The recipient is to be liable for the interest that accrues with respect to the deferred tax liability and for payment of the entire amount of the tax, together with accrued interest thereon, upon the occurrence of any event that accelerates the payment of the tax.

8. Any other tax benefit that is directly attributable to identifiable property is to inure to the recipient of the property that produces the tax benefit.

9. Any tax benefit attributable to a deductible expense that is charged directly to a beneficiary is to inure to that beneficiary. For example, any tax benefit attributable to interest expense deductible under Code Section 2053 that is paid by and charged to a beneficiary is to inure to that beneficiary.

C. GOVERNING APPORTIONMENT LAW. Except as otherwise provided in the preceding paragraphs, the amounts of death taxes attributable to the various portions of the trust estate that are described in the preceding paragraphs are to be determined in accordance with the principles of the Federal Estate Tax Apportionment Law as in effect in the State of Nevada on the date of execution of this Trust Agreement, and the amounts so determined are to be apportioned in the manner specified in those paragraphs. In addition, if there is no applicable state law governing the apportionment of any death taxes that are to be apportioned in accordance with applicable state law, then the death taxes are to be apportioned in accordance with the principles of the Federal Estate Tax Apportionment Law as in effect in the State of Nevada on the date of execution of this Trust Agreement. However, all references in the Federal Estate Tax Apportionment Law to "exemptions" and "deductions" also include "exclusions."

VIII

DEFINITIONS AND OPERATIVE RULES

A. DEFINITION OF TRUSTEE. As used in this Trust Agreement, the term "Trustee" refers to Todd B. Jaksick, as Trustee, and to any successor Trustee or successor Co-Trustees who are named or appointed pursuant to paragraph A. of article IV or in an instrument exercising a power of appointment granted by this Trust Agreement. The successor in interest to a corporate Trustee is to replace its predecessor.

B. DEFINITION OF EDUCATION. Whenever any provision is made in this Trust Agreement for payments for the "education" of a beneficiary, the term "education" is to be construed to include public or private elementary and secondary education, including formal or informal instruction or training in music, drama, art, athletics, and other subjects conducted either before or after the regular school day, vocational training, special training for the mentally or physically handicapped, and undergraduate, graduate, and post-graduate study, so long as pursued to advantage by the beneficiary, at an institution of the beneficiary's choice; and the payments to be made for such education are to include tuition and fees, books, supplies, tutors, and reasonable living and travel expenses.

C. POWERS OF APPOINTMENT. Except as otherwise specifically provided in the Trust Agreement, the holder of any power of appointment (general or special) that is granted pursuant to the terms of the Trust Agreement may appoint outright or in trust, in present or future interests, or in any combination of these, and may impose any terms, conditions, and restrictions with respect to the appointed property. Each power of appointment (both general and special) also includes the power of the holder to grant new

powers of appointment (general or special) to or in favor of any of the objects of the power. Except as otherwise specifically provided in the instrument exercising the power of appointment, any distributions from the trust pursuant to the exercise of the power are to be charged against the trust as a whole, rather than against the ultimate distributive share of the beneficiary to whom or for whose benefit the distribution is made. In the case of special powers of appointment, if the holder of the power is legally obligated to support, educate, and maintain any of the objects of the power, then the holder of the power may not exercise the power in such a manner as to discharge that legal obligation, from time to time existing. If two (2) or more instruments purport to exercise the same power of appointment in an inconsistent or conflicting manner, then the last validly executed instrument is to control.

If all of the holders of any power of appointment granted by this Trust Agreement should die or become incapacitated, then the power of appointment is to lapse unless, in the case of incapacity, one or more of the holders of the power regain capacity, or if the Trust Agreement authorizes the appointment of successor holders of the power, a successor holder of the power is appointed.

D. DETERMINATION OF INCAPACITY. For the purposes of this Trust Agreement, a person is to be considered to be incapacitated or incompetent if either (1) the person at any time, as certified in writing by two (2) licensed physicians, becomes physically or mentally incapacitated such that the person is unable to manage the person's financial affairs, whether or not a court of competent jurisdiction has declared the person to be incompetent, mentally ill, or in need of a conservator or guardian of the estate, or (2) a court of competent jurisdiction has declared the person to be incompetent, mentally ill, or in need of a conservator or guardian of the estate. However, in the event of a certification under clause (1) above, the person is to have the right to petition a court for a determination that no incapacity exists. The person is to be considered to have regained capacity or competence as soon as either (1) the condition causing the physical or mental incapacity no longer exists, as certified in writing by two (2) licensed physicians, who need not be the same two physicians who previously certified that the person had become physically or mentally incapacitated, or (2) a court of competent jurisdiction has declared that the person is no longer incompetent, mentally ill, or in need of a conservator or guardian of the estate. By accepting his or her appointment as the Trustee or as a Co-Trustee under this Trust Agreement, the person agrees that the person's physicians may release to the Grantor, any beneficiary of the trust estate (or to the beneficiary's attorney, guardian or conservator of the beneficiary's estate, or the beneficiary's attorney-in-fact under a valid and enforceable power of attorney), or to any person or entity named as a successor Trustee any medical information reasonably necessary to determine the

person's competency pursuant to this paragraph D., and the physicians are authorized to issue the written certifications described above if they conclude that the Trustee or Co-Trustee has become incapacitated. The person's appointment as the Trustee or as a Co-Trustee may be made contingent upon his or her execution of any written releases reasonably required to ensure the enforceability of the authorization described in the preceding sentence under applicable federal or state law, and the authorization is to remain in effect for as long as the person serves as Trustee or as a Co-Trustee.

E. NINETY (90) DAY SURVIVORSHIP REQUIREMENT. If any beneficiary under this Trust Agreement to whom or for whose benefit a distribution or allocation from the trust estate (either outright or in trust) is to be made upon the death of another person fails to survive that other person for 90 days, then the beneficiary is to be conclusively deemed to have predeceased the other person.

F. LIMITATION ON TRUSTEE'S DISCRETIONARY POWERS. If the Trustee is legally obligated, in the Trustee's individual capacity, to support, educate, and maintain any of the beneficiaries of any trust being administered under this Trust Agreement, then the Trustee may not exercise any of the Trustee's discretionary powers, as Trustee, in such a manner as to discharge that legal obligation, from time to time existing.

G. DEFINITION OF ISSUE AND CHILDREN. As used in this Trust Agreement, the term "issue" refers to lineal descendants of all degrees. The terms "child," "children," "issue," "descendants," and other class terminology in this Trust Agreement include claimants whose membership in the class is based on birth out of wedlock or adoption, provided the person so born or adopted lived for a significant time during minority (before or after adoption, in the case of adoption) as a member of the household of the relevant natural or adoptive parent or the household of that parent's parent, brother, sister, or surviving spouse. The rights of a person who would be included in a class gift on this basis, or on the basis of birth in wedlock, are not affected by subsequent adoption of that person (or of one through whom he or she claims) by another, whether within or outside the family.

The names of the children of the Grantor who are living on the date of this Trust Agreement are as follows:

Stanley S. Jaksick
Wendy Ann Jaksick Smrt
Todd B. Jaksick

All three of Grantor's children are adults.

H. DISTRIBUTION BY RIGHT OF REPRESENTATION. Unless otherwise specified in this Trust Agreement, distribution or allocation to or among "issue by right of representation" is to be made by dividing the property into as many equal shares as there are (1) living descendants of the designated ancestor in the generation nearest to the ancestor in which there are one (1) or more descendants living at that time and (2) descendants of the designated ancestor in that same generation who are then deceased who leave one (1) or more descendants then living. One (1) such equal share is to then be distributed or allocated to each living descendant in that generation, and one (1) such equal share is to be distributed or allocated in the same manner among the then living descendants of each deceased descendant in that generation.

I. DEFINITION OF SURVIVING SPOUSE. As used in this Trust Agreement, the term "surviving spouse" means the person who was the legally married spouse of the other designated individual at the time of the death of the other individual, if (1) the spouse was then living and (2) the spouse and the other individual had not been living separate and apart from each other as a result of marital disharmony for more than 30 days immediately preceding the death of the other individual. An individual who qualifies as a "surviving spouse" under this definition is to retain that status even if he or she subsequently remarries.

J. NAMES OF TRUSTS. The trust created during the lifetime of the Grantor pursuant to the terms of this Trust Agreement is to be referred to as The SSJ's Issue Trust. Each separate trust created under the terms of this Trust Agreement, if any, may be referred to by the name of the primary beneficiary of the trust, if there is a primary beneficiary, or by the name of any ancestor of the beneficiaries of the trust, as determined by the Trustee, in the Trustee's discretion, if there is no primary beneficiary of the trust.

K. SPENDTHRIFT PROVISION. No interest in the principal or income of any trust or share created under this Trust Agreement may be anticipated, assigned, or encumbered by any beneficiary, or subjected to any creditor's claim or to legal process, prior to its actual receipt by the beneficiary.

L. PERPETUITIES SAVINGS CLAUSE. Unless sooner terminated in accordance with other provisions of this Trust Agreement, all trusts or shares created under this Trust Agreement (or by the exercise of a power of appointment granted by this Trust Agreement, other than an appointed trust in which some or all of the appointed interests are allowed a new perpetuities period because of a new power of appointment or power of withdrawal conferred by the exercise of the original power) must terminate at the expiration of the longest period allowed for the vesting or termination of all interests in

the trusts or shares under the "Rule Against Perpetuities" (if any) of the state specified in paragraph M. below. If the longest period allowed for the vesting or termination of all interests is measured with reference to the last survivor of a group of individuals who are living on the date the trust or share is created or the date on which it becomes irrevocable, then the group is to consist of the Grantor and all of the issue of the Grantor who are living on the measuring date. If any trust being administered pursuant to paragraph B. of article II above is terminated pursuant to this provision during the lifetime of the "Beneficiary" (as that term is defined in paragraph B. of article II above), then all of the remaining assets of the trust are to be distributed to that Beneficiary. If any other trust is terminated pursuant to this provision, then the Trustee is to distribute the remaining trust assets to the trust beneficiaries, both income beneficiaries and then living remaindermen. The identities of the remaindermen are to be determined as if the event that would otherwise cause the final distribution of the trust, such as the attainment by the income beneficiary of a specified age or the death of the last living income beneficiary, had then occurred. Except as otherwise specifically provided in this Trust Agreement, distribution among the income beneficiaries and remaindermen is to be in accordance with sound actuarial principles.

M. CHOICE OF LAW. The validity of this Trust Agreement and the construction of its beneficial provisions are to be governed by the laws of the State of Nevada as in effect from time to time. In the event the Trustee changes the situs of the trust pursuant to paragraph N. below, the law of the situs of the trust shall govern the validity of this Trust Agreement and the construction of its beneficial provisions unless the Trustee, in exercise of reasonable discretion, chooses to have Nevada law continue to apply, notwithstanding the change of situs of the trust.

N. SITUS OF TRUSTS. The Trustee may remove trust assets from the State of Nevada and change the place of administration and situs of any trust being administered under this Trust Agreement to other locations if the Trustee considers the change to be advisable and in the best interests of the trust estate and its beneficiaries.

O. INCONTESTABILITY. If any beneficiary under this Trust Agreement, singularly or in conjunction with any other person, contests in any court the validity of this Trust Agreement, the Will of the Grantor, or The Samuel S. Jaksick, Jr. Family Trust Agreement, or seeks to obtain an adjudication in any proceeding in any court that this Trust Agreement, the Will of the Grantor, or The Samuel S. Jaksick, Jr. Family Trust Agreement, or any of the provisions of those documents are void, or seeks otherwise to void, nullify, or set aside this Trust Agreement or any of its provisions, then the right of the beneficiary to take any interest given to the beneficiary under this Trust Agreement is to be determined

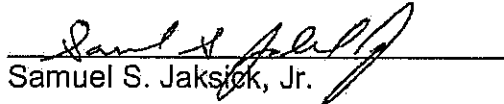
as it would have been determined had the beneficiary died prior to the date of execution of this Trust Agreement.

The Trustee is hereby authorized to defend, at the expense of the trust estate, any contest of or other attack of any nature on the trust estate or of any of the provisions of this Trust Agreement.

P. SEVERABILITY. The unenforceability, invalidity, or illegality of any provision of this Trust Agreement is not to render any other provisions unenforceable, invalid, or illegal.

Q. GENDER AND NUMBER CLAUSE. As used in this Trust Agreement, the masculine, feminine, or neuter gender, and the singular or plural number, are to each be considered to include the others whenever the context so indicates.

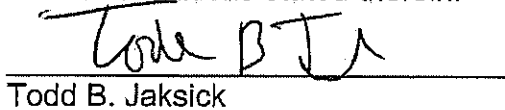
EXECUTED at Reno, Nevada, on 2/21, 2007.


Samuel S. Jaksick, Jr.

4005 Quail Rock Lane
Reno, Nevada 89511

GRANTOR

Todd B. Jaksick certifies that he has read the foregoing Trust Agreement, and he agrees to serve as Trustee under the terms and conditions stated therein.


Todd B. Jaksick

4005 Quail Rock Lane
Reno, Nevada 89511

TRUSTEE

Approved:

Maupin, Cox & LeGoy

By

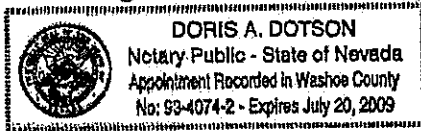
L. Robert LeGoy, Jr., Esq.

4785 Caughlin Parkway
P. O. Box 30000
Reno, Nevada 89520
(775) 827-2000

ATTORNEYS FOR THE GRANTOR

STATE OF NEVADA)
COUNTY OF WASHOE)

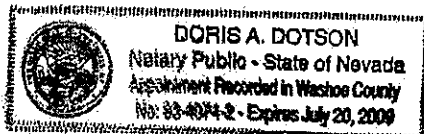
The SSJ's Issue Trust Agreement was acknowledged before me on February 1, 2007, by Samuel S. Jaksick, Jr.



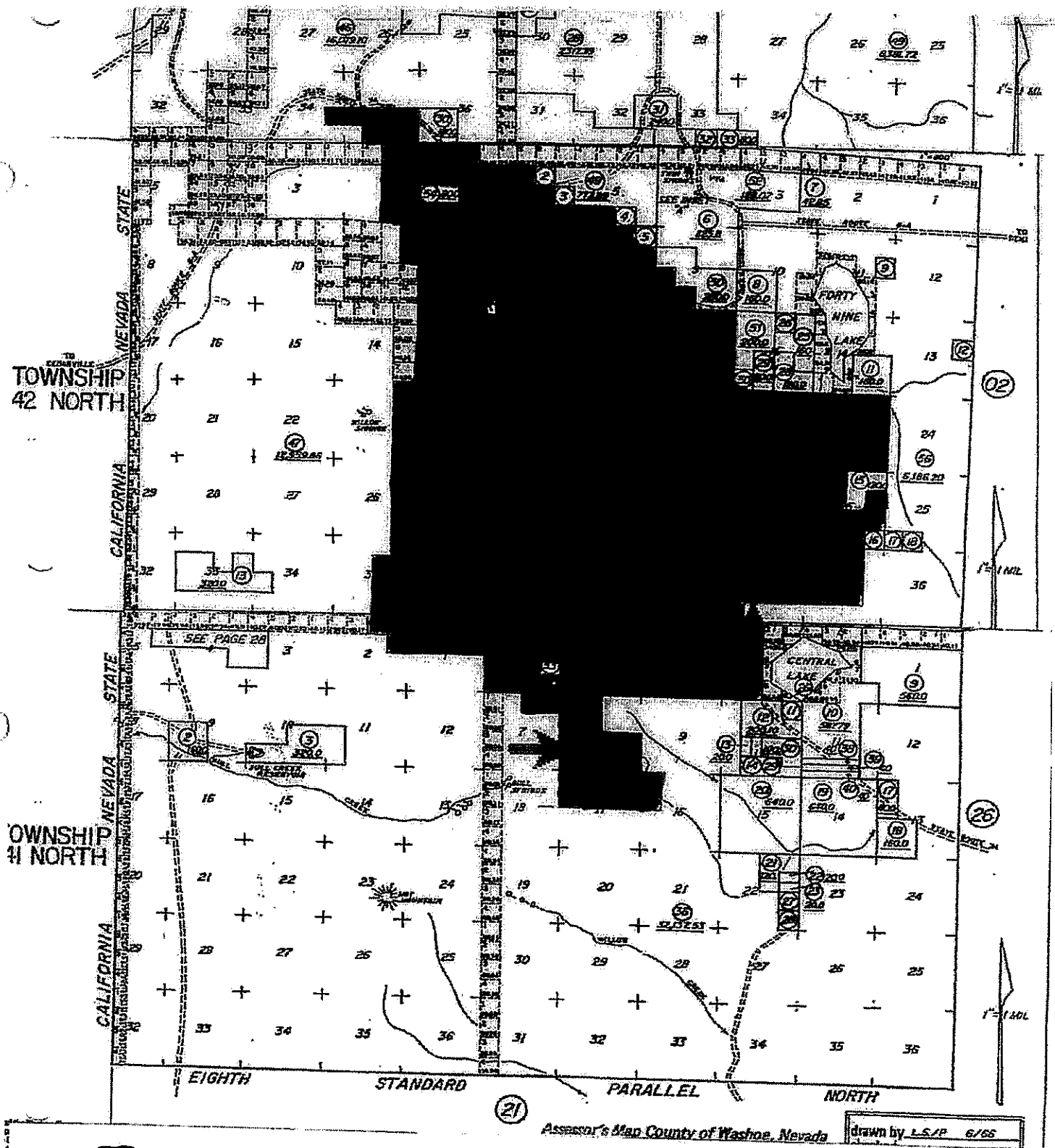
Notary Public

STATE OF NEVADA)
COUNTY OF WASHOE)

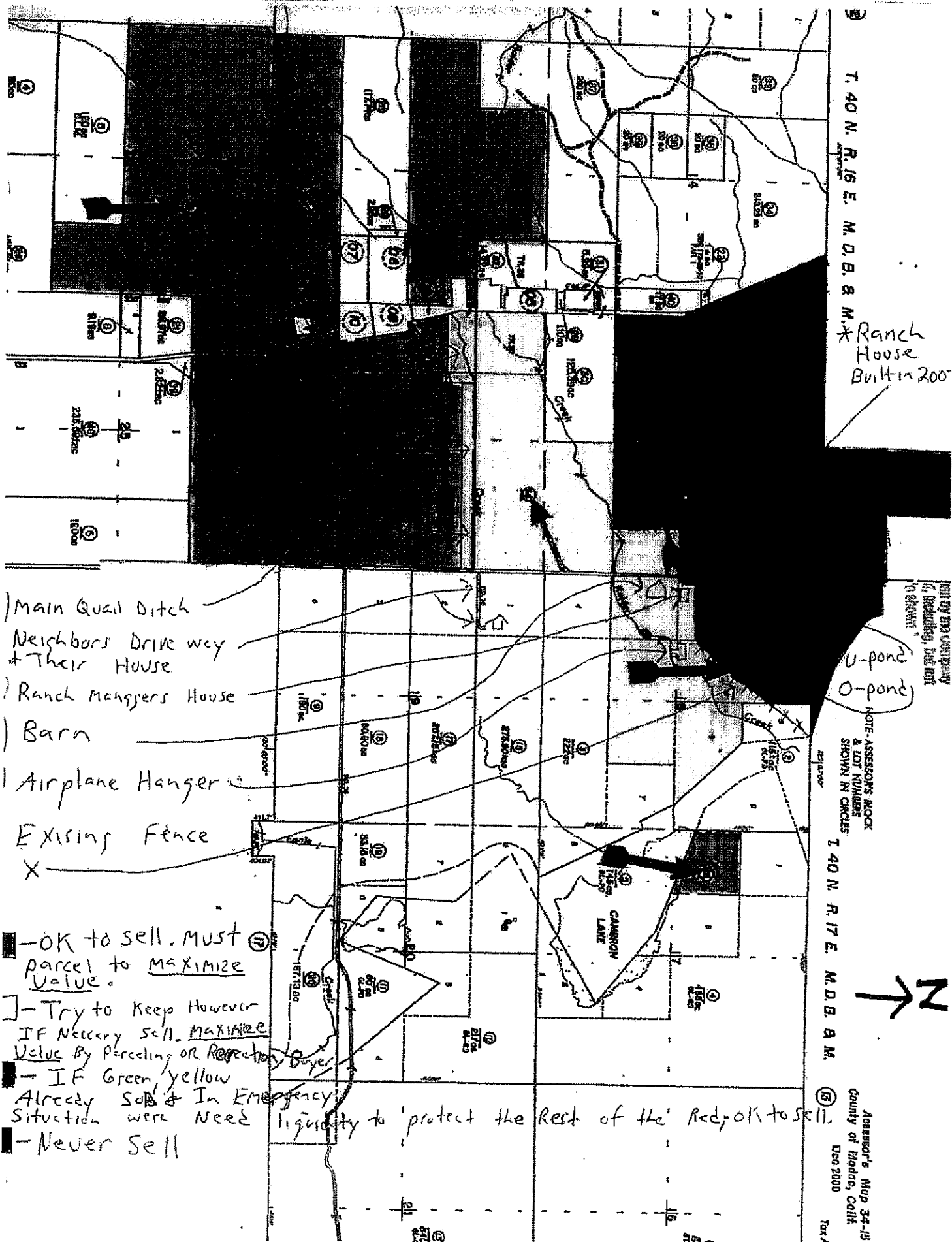
The SSJ's Issue Trust Agreement was acknowledged before me on February 1, 2007, by Todd B. Jaksick.



Notary Public



- - Can Not Sell
- Water Rights - Keep 120 Acre feet of Underground Rights for Irrigating the Alfalfa Fields. It's OK to sell the Remains Underground Rights.
- Surface H₂O - OK to sell OR pipe once H₂O hit's Highway 34. Also Try Recharge Recover System



- Main Quail Ditch
- Neighbors Drive way & Their House
- Ranch Managers House
- Barn
- Airplane Hanger
- Existing Fence

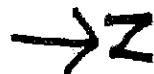
- OK to sell. Must parcel to MAXIMIZE Value.

- Try to Keep However IF Necessary Sell. MAXIMIZE Value By Parceling or Rejection Buyer

- IF Green, yellow Already sold & In Emergency Situation were Need

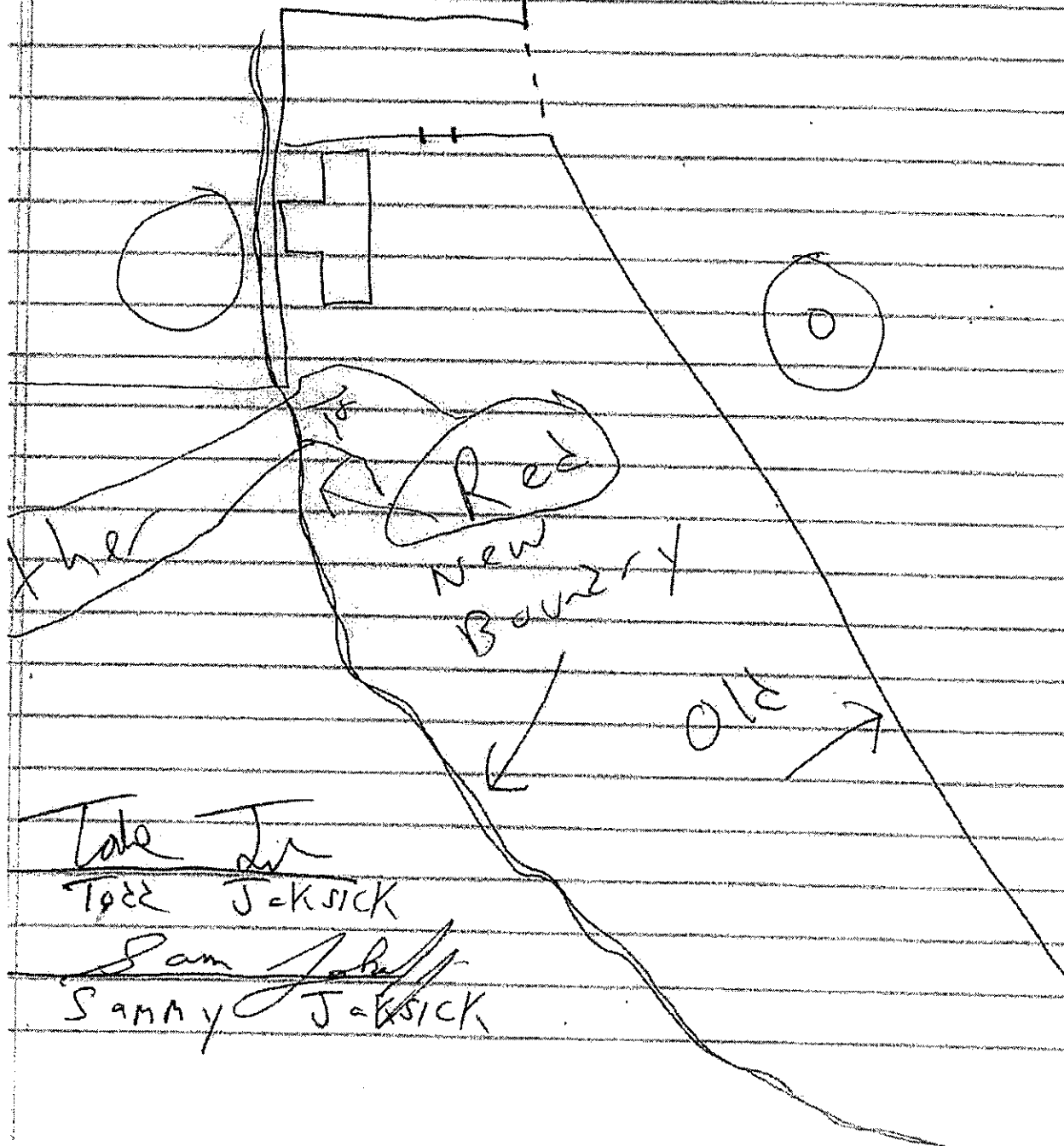
- Never Sell

liquidity to 'protect the Rest of the' Red, OK to sell.



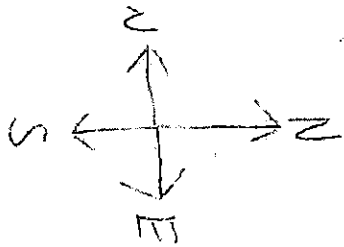
11/27/11

Tom House



Take In
Tree Jacksick

Sam Jacksick
Sanny Jacksick



To Ceder ville →

← To Eagleville

Count Rd 314

X Toms House OR
Managers House
X Employee House



Barn

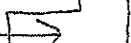
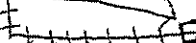
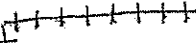


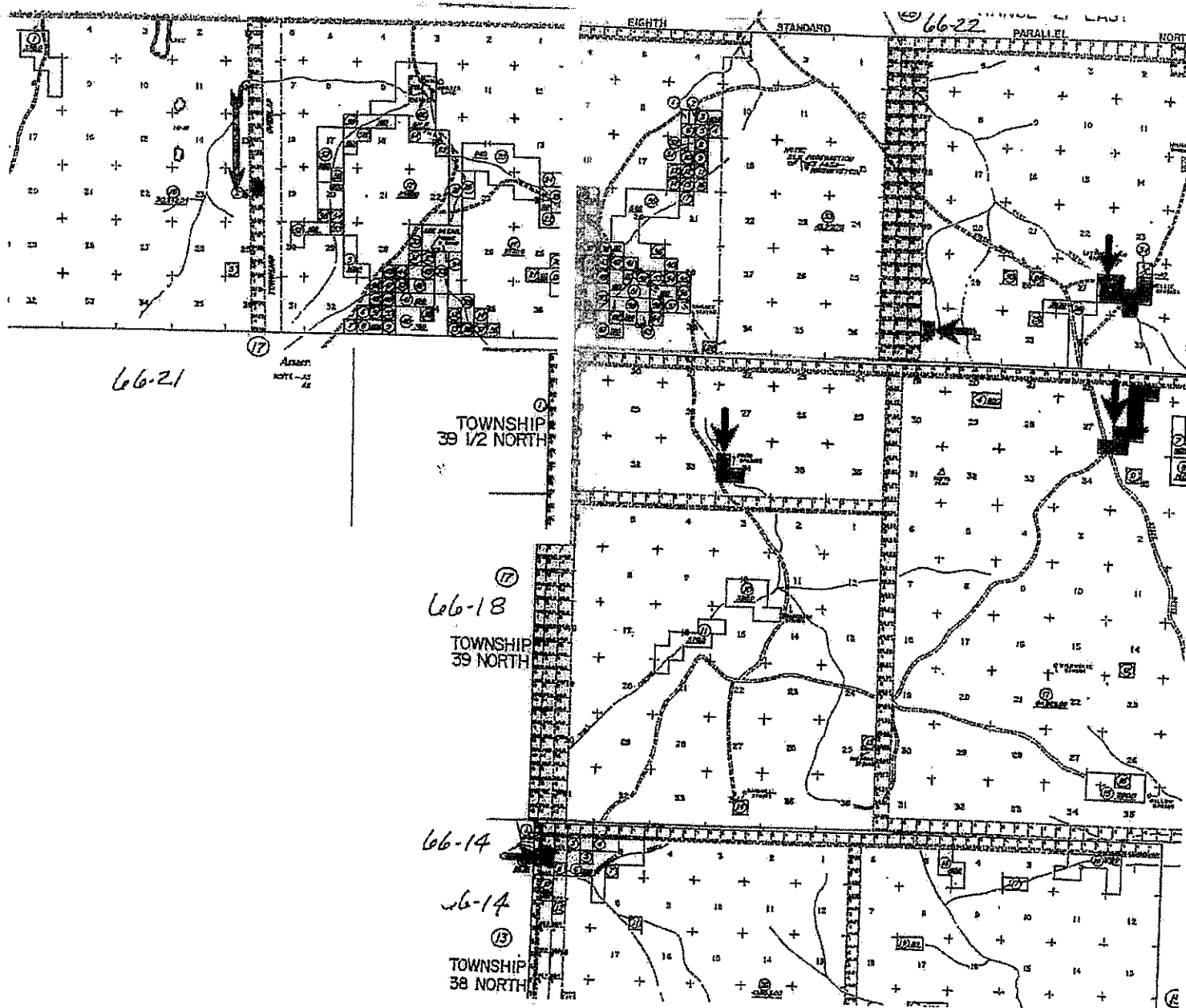
Quatrit Hut

Gate

Existing Fence
++++

Airplane Hanger







- OK to Sell, IF Not Already Parcelled By Trustees you must parcel to Maximize the Value.
- Gravel Pit west of Road has the Best potential Anywhere in the Valley for small Recreational parcels. Remainder Excellent For Recreational properties OR Small High priced Ranches.



- Try To Keep Fit's well with Remaining Red However OK to Sell with possible 1 Block to A Gentleman Rancher OR Parcel into .80 acre + Sell + Recreation parcels.
- IF Parcel should Try to Keep Some parcel For Future Needs OR Emergencies to protect the Red Area.



- Sell only IF All Green, yellow Already Sold + In Jeopardy of Losing the Remaining In Red



- Never Sell - This Trust was Set up for the purpose of this + Future Generation to Enjoy + provide A living + A place to live if so Desired.

EXHIBIT 2

EXHIBIT 2

EXHIBIT 2

STATE OF NEVADA
CERTIFICATION OF VITAL RECORD

WASHOE COUNTY HEALTH DISTRICT

VITAL STATISTICS - RENO, NEVADA

CERTIFICATE OF DEATH

2013009551

STATE FILE NUMBER

TYPE OR
PRINT IN
PERMANENT
BLACK INK

DECEDENT

IF DEATH
OCCURRED IN
INSTITUTION
SEE HANDBOOK
REGARDING
COMPLETION OF
RESIDENCE
ITEMS

PARENTS

DISPOSITION

TRADE CALL

CERTIFIER

REGISTRAR

**CAUSE OF
DEATH**

CONDITIONS IF
ANY WHICH
GAVE RISE TO
IMMEDIATE
CAUSE
STATING THE
UNDERLYING
CAUSE LAST

1a. DECEASED-NAME (FIRST,MIDDLE,LAST,SUFFIX) Samuel S. JAKSICK JR		2. DATE OF DEATH (Mo/Day/Year) April 21, 2013		3a. COUNTY OF DEATH Washoe	
3b. CITY, TOWN, OR LOCATION OF DEATH Incline Village		3c. HOSPITAL OR OTHER INSTITUTION-Name (If not author, give street and number) Lake Tahoe near Incline Village		3d. Hosp. or Inst. maxico DOA, Ofc, or Rm. (If not author, give street and number) Dead On Arrival (DOA)	
4. RACE White		5. HISPANIC ORIGIN? Specify No - Non-Hispanic		6. AGE-Last birthday (Years) 75	
7. UNDER-1 YEAR MOSES		8. UNDER-1 DAY DAYS		9. DATE OF BIRTH (Mo/Day/Year) June 27, 1937	
9a. STATE OF BIRTH (If not U.S.A., name country) Nevada		9b. CITIZEN OF WHAT COUNTRY United States		10. EDUCATION 16	
11. MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify) Married		12. SURVIVING SPOUSE (If wife, give maiden name) Janene BARGER		13. SOCIAL SECURITY NUMBER Ever in US Armed Forces?	
14a. USUAL OCCUPATION (Give kind of work done during most of Working Life, Even if Retired) Developer		14b. KIND OF BUSINESS OR INDUSTRY Real Estate		15. INSIDE CITY LIMITS (Specify Yes or No) Yes	
15a. RESIDENCE - STATE Nevada		15b. COUNTY Washoe		15c. CITY, TOWN OR LOCATION Incline Village	
15d. STREET AND NUMBER 1011 Lakeshore Drive		16. FATHER/PARENT - NAME (First Middle Last Suffix) Samuel S JAKSICK SR		17. MOTHER/PARENT - NAME (First Middle Last Suffix) Thelma M SHORT	
18a. INFORMANT-NAME (Type or Print) Janene JAKSICK		18b. MAILING ADDRESS (Street or R.F.D. No, City, or Town, State, Zip) 4005 Quail Rock Lane Reno, Nevada 89511			
19a. BURIAL, CREMATION, REMOVAL, OTHER (Specify) Cremation		19b. CEMETERY OR CREMATORY - NAME Sierra Crematory		19c. LOCATION City or Town State Reno Nevada 89503	
20a. FUNERAL DIRECTOR - SIGNATURE (Or Person Acting as Such) BLAKE HOWE		20b. FUNERAL DIRECTOR LICENSE 622		20c. NAME AND ADDRESS OF FACILITY Walton's Funeral Home, Reno 875 West Second St Reno NV 89503	
21. TRADE CALL - NAME AND ADDRESS					
21a. To the best of my knowledge, death occurred at the time, date and place and due to the cause(s) stated. (Signature & Title) PIOTR KUBICZEK M.D.			21b. DATE SIGNED (Mo/Day/Year) June 07, 2013		
21c. HOUR OF DEATH 16:45			21d. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print) Piotr Kubiczek M.D. 10 Kirman Ave Reno, NV 89520		
21e. DATE RECEIVED BY REGISTRAR (Mo/Day/Year) June 12, 2013			21f. DEATH DUE TO COMMUNICABLE DISEASE YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		
22. IMMEDIATE CAUSE Drowning			23. AUTOPSY (Specify Yes or No) Yes		
24. DATE OF INJURY (Mo/Day/Year) April 21, 2013			25. DATE OF DEATH (Mo/Day/Year) April 21, 2013		
26. PLACE OF INJURY (At home, farm, street, factory, office, building, etc. (Specify) Lake			27. LOCATION STREET OR R.F.D. No. CITY OR TOWN STATE Waterline by 1011 Lakeshore Blvd. Incline Village Nevada		
28. INJURY AT WORK (Specify Yes or No) No			29. INJURY AT WORK (Specify Yes or No) No		

STATE REGISTRAR

VRG-Rev-20130523

000120458

CERTIFIED COPY OF VITAL RECORDS

This is a true and exact reproduction of the document officially registered and placed on file in the office of the State Registrar and Vital Records.

06/13/2013

DEPUTY REGISTRAR

SIGNATURE AUTHENTICATED

This copy not valid unless prepared on engraved border displaying date, seal and signature of Registrar.

DATE ISSUED:



EXHIBIT 3

EXHIBIT 3

EXHIBIT 3

SSJ'S ISSUE TRUST

FINANCIAL STATEMENTS

April 21, 2013 to December 31, 2013

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ACCOUNTANT'S COMPILATION REPORT

Todd Jaksick, Trustee
SSJ's Issue Trust
Reno, Nevada

We have compiled the accompanying summary of account of the SSJ's Issue Trust, and the accompanying schedules as of December, 31, 2013, and for the period April 21, 2013 to December 31, 2013. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America.

The trustee of the SSJ's Issue Trust, is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist the trustee of the SSJ's Issue Trust, in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

The trustee has elected to omit substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the trust's financial position, results of operations, and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.

We are not independent with respect to the SSJ's Issue Trust.

Rossmann MacDonald & Benetti, Inc.
ROSSMANN MACDONALD & BENETTI, INC.
Certified Public Accountant

August 24, 2015

SSJ'S ISSUE TRUST
SUMMARY OF ACCOUNT
For the period beginning April 21, 2013 and ending December 31, 2013

	<u>Schedule</u>	<u>Amounts</u>	<u>Fiduciary Acquisition Value</u>
INITIAL INVENTORY, April 21, 2013	A		\$ 2,121,254.81
ADDITIONS:			
<u>Receipts of principal:</u>			
RBC Wealth Management	B	\$ 6,000,000.00	
Total receipts from principal		<u>6,000,000.00</u>	
<u>Receipts of income:</u>			
RBC Wealth Management	C	33,124.47	
Total receipts from income		<u>33,124.47</u>	
Total additions			<u>6,033,124.47</u>
Total chargeable assets			8,154,379.28
DEDUCTIONS:			
<u>Disbursements from principal:</u>			
RBC Wealth Management	D	12,000.00	
Total disbursements from principal		<u>12,000.00</u>	
<u>Disbursements from income:</u>			
Expenses, RBC Wealth Management	E1	5,212.60	
Expenses, First Independent Bank	E2	110.42	
Total disbursements from income		<u>5,323.02</u>	
Less: total deductions			<u>17,323.02</u>
ASSETS ON HAND, December 31, 2013	J		<u><u>\$ 8,137,056.26</u></u>

See accountant's compilation report

SSJ'S ISSUE TRUST
SCHEDULE A - INITIAL INVENTORY
As of April 21, 2013

	<u>Fiduciary Acquisition Value</u>	<u>Estimated Value</u>
CASH:		
Checking account, First Independent Bank	\$ 69.60	\$ 69.60
REAL ESTATE:		
Undivided 49% interest in ranch land Approximately 550 acres - Washoe County, Nevada APN: 066-140-09, 066-180-01, 066-180-02, 066-220-23 APN: 066-220-35, 066-140-01	284,805.21	302,000.00
CLOSELY HELD BUSINESSES:		
Home Camp Land and Livestock Co Inc, 490 shares (49% interest)	1,836,380.00	1,050,000.00
TOTAL ASSETS ON HAND	<u><u>\$ 2,121,254.81</u></u>	<u><u>\$ 1,352,069.60</u></u>

See accountant's compilation report

SSJ'S ISSUE TRUST
SCHEDULE B - RECEIPTS OF PRINCIPAL, RBC WEALTH MANAGEMENT
For the period beginning April 21, 2013 and ending December 31, 2013

<u>Date</u>	<u>Payor</u>	<u>Amount</u>	<u>Totals</u>
9/4/13	Pacific Life Insurance	<u>\$ 6,000,000.00</u>	
	Total life insurance proceeds		\$ 6,000,000.00
TOTAL RECEIPTS OF PRINCIPAL, RBC WEALTH MANAGEMENT			<u><u>\$ 6,000,000.00</u></u>

See accountant's compilation report

SSJ'S ISSUE TRUST
SCHEDULE C - RECEIPTS OF INCOME, RBC WEALTH MANAGEMENT
For the period beginning April 21, 2013 and ending December 31, 2013

<u>Date</u>	<u>Payor</u>	<u>Amount</u>	<u>Totals</u>
7/26/13	RBC Bank deposit program	\$ 16.55	
8/26/13	RBC Bank deposit program	48.62	
9/26/13	RBC Bank deposit program	21.20	
10/28/13	RBC Bank deposit program	5.59	
11/26/13	RBC Bank deposit program	4.37	
12/26/13	RBC Bank deposit program	<u>4.48</u>	
	Total interest income, RBC bank deposit program		\$ 100.81
9/30/13	RBC US Govt money market fund cl 2	29.58	
10/31/13	RBC US Govt money market fund cl 2	38.21	
11/29/13	RBC US Govt money market fund cl 2	35.75	
12/31/13	RBC US Govt money market fund cl 2	<u>43.41</u>	
	Total dividend income		146.95
7/12/13	Pacific Life Insurance	<u>32,876.71</u>	
	Total interest income, Pacific Life		32,876.71
TOTAL RECEIPTS OF INCOME, RBC WEALTH MANAGEMENT			<u>\$ 33,124.47</u>

See accountant's compilation report

SSJ'S ISSUE TRUST
SCHEDULE D - DISBURSEMENTS FROM PRINCIPAL, RBC WEALTH MANAGEMENT
For the period beginning April 21, 2013 and ending December 31, 2013

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Amount</u>	<u>Totals</u>
7/26/13	EFT	Nevada Pronghorn LLC	<u>\$ 12,000</u>	
		Total payment on note, Nevada Pronghorn LLC		<u>\$ 12,000</u>
TOTAL DISBURSEMENTS FROM PRINCIPAL, RBC WEALTH MANAGEMENT				<u><u>\$ 12,000</u></u>

See accountant's compilation report

SSJ'S ISSUE TRUST
SCHEDULE E1 - EXPENSES, RBC WEALTH MANAGEMENT
For the period beginning April 21, 2013 and ending December 31, 2013

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Amount</u>	<u>Totals</u>
11/30/13	EFT	Todd Jaksick	\$ 2,500.00	
12/31/13	EFT	Todd Jaksick	<u>2,500.00</u>	
		Total trustee fees		\$ 5,000.00
7/26/13	EFT	Nevada Prongom LLC	<u>172.60</u>	
		Total Interest expense		172.60
7/31/13	EFT	RBC Wealth Management	20.00	
7/31/13	EFT	RBC Wealth Management	<u>20.00</u>	
		Total bank charges		40.00
TOTAL EXPENSES, RBC WEALTH MANAGEMENT				<u><u>\$ 5,212.60</u></u>

See accountant's compilation report

SSJ'S ISSUE TRUST
SCHEDULE E2 - EXPENSES, FIRST INTERSTATE BANK
For the period beginning April 21, 2013 and ending December 31, 2013

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Amount</u>	<u>Totals</u>
4/30/13	EFT	First Independent Bank	\$ 10.00	
5/30/13	EFT	First Independent Bank	10.00	
6/30/13	EFT	First Independent Bank	10.00	
7/31/13	EFT	First Independent Bank	10.00	
8/31/13	EFT	First Independent Bank	10.00	
9/30/13	EFT	First Independent Bank	10.00	
10/31/13	EFT	First Independent Bank	10.00	
11/30/13	EFT	First Independent Bank	10.00	
12/31/13	EFT	First Independent Bank	10.00	
		Total bank charges		\$ 90.00
5/17/13	EFT	Washoe County Assessor	8.31	
9/3/13	EFT	Washoe County Assessor	12.11	
		Total property taxes		20.42
TOTAL EXPENSES, FIRST INDEPENDENT BANK				<u>\$ 110.42</u>

See accountant's compilation report

SSJ'S ISSUE TRUST
SCHEDULE F - INVESTMENTS MADE
For the period beginning April 21, 2013 and ending December 31, 2013

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Amount</u>	<u>Totals</u>
7/26/13	EFT	Incline TSS Ltd	\$ 53,000.00	
7/26/13	EFT	Incline TSS Ltd	115,000.00	
7/26/13	EFT	Incline TSS Ltd	221,000.00	
8/22/13	EFT	Incline TSS Ltd	84,000.00	
9/19/13	EFT	Incline TSS Ltd	250,000.00	
10/15/13	EFT	Incline TSS Ltd	150,000.00	
		Total investment in notes receivable, Incline TSS ltd.		<u>\$ 873,000.00</u>
7/26/13	EFT	Total investment in notes receivable, Home Camp Land and Livestock Co		<u>\$ 98,930.39</u>
9/6/13	EFT	RBC US Govt Money Mkt Fund	4,498,815.34	
9/30/13	EFT	RBC US Govt Money Mkt Fund reinvested dividend	29.58	
11/30/13	EFT	RBC US Govt Money Mkt Fund reinvested dividend	35.75	
12/31/13	EFT	RBC US Govt Money Mkt Fund reinvested dividend	43.41	
		Total investment in RBC US Govt Money Mkt Fund		<u>\$ 4,498,924.08</u>

Sec accountant's compilation report

SSJ'S ISSUE TRUST
SCHEDULE G - INVESTMENTS RECEIVED
For the period beginning April 21, 2013 and ending December 31, 2013

<u>Date</u>	<u>Payor</u>	<u>Totals</u>
9/4/13	Total amount received on notes receivable, Home Camp Land and Livestock Co	<u>\$ 100.00</u>

See accountant's compilation report

SSJ'S ISSUE TRUST
SCHEDULE H - CLAIMS PAID
For the period beginning April 21, 2013 and ending December 31, 2013

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Amount</u>	<u>Totals</u>
7/26/13	EFT	Nevada Pronghorn LLC	<u>\$ 12,000</u>	
		Total payment on note, Nevada Pronghorn LLC		\$ 12,000
TOTAL CLAIMS PAID				<u><u>\$ 12,000</u></u>

See accountant's compilation report

SSJ'S ISSUE TRUST
SCHEDULE I - STATEMENT OF UNPAID CLAIMS
As of March 31, 2013

	<u>Amounts</u>
Toiyabe Investment Company	\$ 100.00
White Pine Lumber Company	12,000.00
TOTAL UNPAID CLAIMS	<u>\$ 12,100.00</u>

See accountant's compilation report

SSJ'S ISSUE TRUST
SCHEDULE J - ASSETS ON HAND
As of March 31, 2013

	<u>Fiduciary Acquisition Value</u>	<u>Estimated Value</u>
BANK DEPOSITS AND MONEY MARKET MUTUAL FUNDS		
First Interstate Bank, Checking	\$ 59.18	\$ 59.18
<u>RBC Wealth Management brokerage account</u>		
Bank deposit, NY Community Bank	47,019.19	47,019.19
Bank deposit, RBC Bank	249,000.00	249,000.00
Bank deposit, Wells Fargo	249,000.00	249,000.00
RBC US Government Money Market Fund (TIMXX)	4,498,962.29	4,498,962.29
NOTES RECEIVABLE:		
Incline TSS Ltd	873,000.00	873,000.00
Home Camp Land and Livestock Co Inc, dated 7/26/13 bearing interest annually at 3%. The entire note and accrued interest matures December 31, 2015.	98,830.39	98,830.39
REAL ESTATE:		
Undivided 49% interest in ranch land Approximately 550 acres - Washoe County, Nevada APN: 066-140-09, 066-180-01, 066-180-02, 066-220-23 APN: 066-220-35, 066-140-01	284,805.21	302,000.00
CLOSELY HELD BUSINESSES:		
Home Camp Land and Livestock Co Inc, 490 shares	1,836,380.00	1,050,000.00
TOTAL ASSETS ON HAND	<u><u>\$ 8,137,056.26</u></u>	<u><u>\$ 7,367,871.05</u></u>

See accountant's compilation report

EXHIBIT 4

EXHIBIT 4

EXHIBIT 4

SSJ'S ISSUE TRUST
FINANCIAL STATEMENTS
January 1, 2014 to December 31, 2014

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ACCOUNTANT'S COMPILATION REPORT

Todd Jaksick, Trustee
SSJ's Issue Trust
Reno, Nevada

We have compiled the accompanying summary of account of the SSJ's Issue Trust, and the accompanying schedules as of December, 31, 2014, and for the period January 1, 2014 to December 31, 2014. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America.

The trustee of the SSJ's Issue Trust, is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

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The trustee has elected to omit substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the trust's financial position, results of operations, and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.

We are not independent with respect to the SSJ's Issue Trust.

Rossmann MacDonald & Benetti, Inc.
ROSSMANN MacDONALD & BENETTI, INC.
Certified Public Accountant

August 23, 2015

SSJ'S ISSUE TRUST
SUMMARY OF ACCOUNT
For the period beginning January 1, 2014 and ending December 31, 2014

	<u>Schedule</u>	<u>Amounts</u>	<u>Fiduciary Acquisition Value</u>
ASSETS ON HAND, January 1, 2014	A		\$ 8,137,056.26
ADDITIONS:			
<u>Receipts of income:</u>			
Interest income credited to trust from Incline TSS, Ltd.		25,831.20	
RBC Wealth Management	B	167.93	
Total receipts from income		<u>25,999.13</u>	
Total additions			<u>25,999.13</u>
Total chargeable assets			8,163,055.39
DEDUCTIONS:			
<u>Payment of trust debts:</u>			
RBC Wealth Management	C	12,100.00	
Total payment of trust debts		<u>12,100.00</u>	
<u>Disbursements from income:</u>			
Expenses, RBC Wealth Management	D1	38,330.08	
Expenses, First Independent Bank	D2	59.18	
Total disbursements from income		<u>38,389.26</u>	
Less: total deductions			<u>50,489.26</u>
ASSETS ON HAND, December 31, 2014	E		<u><u>\$ 8,112,566.13</u></u>

See accountant's compilation report

SSJ'S ISSUE TRUST
SCHEDULE A - ASSETS ON HAND
As of January 1, 2014

	<u>Fiduciary Acquisition Value</u>	<u>Estimated Value</u>
BANK DEPOSITS AND MONEY MARKET MUTUAL FUNDS:		
First Interstate Bank, Checking	\$ 59.18	\$ 59.18
<u>RBC Wealth Management brokerage account</u>		
Bank deposit, NY Community Bank	47,019.19	47,019.19
Bank deposit, RBC Bank	249,000.00	249,000.00
Bank deposit, Wells Fargo	249,000.00	249,000.00
RBC US Government Money Market Fund (TIMXX)	4,498,962.29	4,498,962.29
NOTES RECEIVABLE:		
Incline TSS Ltd	873,000.00	873,000.00
Home Camp Land and Livestock Co Inc	98,830.39	98,830.39
REAL ESTATE:		
Undivided 49% interest in ranch land	284,805.21	302,000.00
Approximately 550 acres - Washoe County, Nevada		
APN: 066-140-09, 066-180-01, 066-180-02, 066-220-23		
APN: 066-220-35, 066-140-01		
CLOSELY HELD BUSINESSES:		
Home Camp Land and Livestock Co Inc, 490 shares	1,836,380.00	1,050,000.00
TOTAL ASSETS ON HAND	<u><u>\$ 8,137,056.26</u></u>	<u><u>\$ 7,367,871.05</u></u>

See accountant's compilation report

SSJ'S ISSUE TRUST
SCHEDULE B - RECEIPTS OF INCOME, RBC WEALTH MANAGEMENT
For the period beginning January 1, 2014 and ending December 31, 2014

<u>Date</u>	<u>Payor</u>	<u>Amount</u>	<u>Totals</u>
1/27/14	RBC Bank deposit program	\$ 4.76	
2/26/14	RBC Bank deposit program	4.35	
3/13/14	RBC Bank deposit program	<u>1.94</u>	
	Total interest income, RBC bank deposit program		\$ 11.05
1/31/14	RBC US Govt money market fund cl 2	38.21	
2/28/14	RBC US Govt money market fund cl 2	34.52	
3/31/14	RBC US Govt money market fund cl 2	20.89	
4/30/14	RBC US Govt money market fund cl 2	7.93	
5/30/14	RBC US Govt money market fund cl 2	7.65	
6/30/14	RBC US Govt money market fund cl 2	7.85	
7/31/14	RBC US Govt money market fund cl 2	7.83	
8/29/14	RBC US Govt money market fund cl 2	7.26	
9/30/14	RBC US Govt money market fund cl 2	6.90	
10/31/14	RBC US Govt money market fund cl 2	5.44	
11/30/14	RBC US Govt money market fund cl 2	4.92	
12/31/14	RBC US Govt money market fund cl 2	<u>7.48</u>	
	Total dividend income		156.88
TOTAL RECEIPTS OF INCOME, RBC WEALTH MANAGEMENT			<u><u>\$ 167.93</u></u>

See accountant's compilation report

SSJ'S ISSUE TRUST
SCHEDULE C - PAYMENTS OF TRUST DEBTS, RBC WEALTH MANAGEMENT
For the period beginning January 1, 2014 and ending December 31, 2014

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Amount</u>	<u>Totals</u>
8/8/14	EFT	White Pine Lumber Company	<u>\$ 12,000.00</u>	
		Total payment on note, White Pine Lumber Company		\$ 12,000.00
8/8/14	Counter ck	Toiyabe Investment Company	<u>100.00</u>	
		Total payment on note, Toiyabe Investment Company		<u>100.00</u>
TOTAL PAYMENTS OF TRUST DEBTS, RBC WEALTH MANAGEMENT				<u><u>\$ 12,100.00</u></u>

See accountant's compilation report

SSJ'S ISSUE TRUST
SCHEDULE D1 - EXPENSES, RBC WEALTH MANAGEMENT
For the period beginning January 1, 2014 and ending December 31, 2014

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Amount</u>	<u>Totals</u>
8/22/14	EFT	RBC Wealth Management	\$ 20.00	
9/30/14	EFT	RBC Wealth Management	20.00	
9/30/14	EFT	RBC Wealth Management	20.00	
		Total bank charges		\$ 60.00
1/30/14	EFT	Todd Jaksick	2,500.00	
2/28/14	EFT	Todd Jaksick	2,500.00	
3/31/14	EFT	Todd Jaksick	2,500.00	
4/30/14	EFT	Todd Jaksick	2,500.00	
5/31/14	EFT	Todd Jaksick	2,500.00	
6/30/14	EFT	Todd Jaksick	2,500.00	
9/30/14	EFT	Todd Jaksick	2,500.00	
10/31/14	EFT	Todd Jaksick	2,500.00	
11/30/14	EFT	Todd Jaksick	2,500.00	
12/31/14	EFT	Todd Jaksick	2,500.00	
		Total trustee fees		25,000.00
9/24/14	counter ck	Rossmann MacDonald & Benetti CPA's	3,125.00	
		Total accounting		3,125.00
5/13/14	counter ck	US Treasury	10,015.00	
9/8/14	counter ck	US Treasury	130.08	
		Total Internal Revenue Service		10,145.08
TOTAL EXPENSES, RBC WEALTH MANAGEMENT				<u>\$ 38,330.08</u>

See accountant's compilation report

SSJ'S ISSUE TRUST
SCHEDULE D2 - EXPENSES, FIRST INTERSTATE BANK
For the period beginning January 1, 2014 and ending December 31, 2014

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Amount</u>	<u>Totals</u>
1/31/14	EFT	First Independent Bank	\$ 10.00	
2/28/14	EFT	First Independent Bank	10.00	
3/31/14	EFT	First Independent Bank	10.00	
4/30/14	EFT	First Independent Bank	10.00	
5/30/14	EFT	First Independent Bank	10.00	
6/30/14	EFT	First Independent Bank	9.18	
		Total bank charges		\$ 59.18
		TOTAL EXPENSES, FIRST INDEPENDENT BANK		<u>\$ 59.18</u>

See accountant's compilation report

SSJ'S ISSUE TRUST
SCHEDULE E - ASSETS ON HAND
As of December 31, 2014

	<u>Fiduciary Acquisition Value</u>	<u>Estimated Value</u>
MONEY MARKET MUTUAL FUNDS:		
<u>RBC Wealth Management brokerage account</u> RBC US Government Money Market Fund (TIMXX)	631,052.39	631,052.39
NOTES RECEIVABLE:		
Samuel S Jaksick Jr Family Trust, dated 8/28/14. Semi annual interest only payments bearing 6%. The note matures 8/28/16. Secured by 27,500 shares of Toiyabe Investment Company common stock. The first interest payment due 2/28/15 was extended to 8/28/15.	115,000.00	115,000.00
Samuel S Jaksick Jr Family Trust, dated 9/25/14. The note bears interest of 6% annually. The entire note and accrued interest matures 9/25/15. Secured by 4005 Quail Rock Lane, Reno NV.	150,000.00	150,000.00
Home Camp Land and Livestock Co Inc, dated 7/26/13 bearing interest annually at 3%. The entire note and accrued interest matures December 31, 2015.	98,830.39	98,830.39
REAL ESTATE:		
Undivided 49% interest in ranch land Approximately 550 acres - Washoe County, Nevada APN: 066-140-09, 066-180-01, 066-180-02, 066-220-23 APN: 066-220-35, 066-140-01	284,805.21	302,000.00
CLOSELY HELD BUSINESSES:		
Incline TSS, Ltd (54% Class B LLC membership)	4,996,498.14	5,000,000.00
Home Camp Land and Livestock Co Inc, 490 shares (49% interest)	1,836,380.00	1,050,000.00
TOTAL ASSETS ON HAND	<u><u>\$ 8,112,566.13</u></u>	<u><u>\$ 7,346,882.78</u></u>

See accountant's compilation report

SSJ'S ISSUE TRUST
SCHEDULE F - INVESTMENT ACTIVITY
For the period beginning January 1, 2014 and ending December 31, 2014

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Amount</u>	<u>Totals</u>
<u>Note receivable, Incline TSS, Ltd</u>				
1/1/2014		Balance		\$ 873,000.00
2/15/14	EFT	Incline TSS Ltd	\$ 55,000.00	
3/6/14	EFT	Incline TSS Ltd	35,315.00	
3/13/14	EFT	Incline TSS Ltd	452,215.24	
3/13/14	EFT	Incline TSS Ltd	3,507,786.70	
3/17/14	N/A	Accrued interest earned	25,831.20	
3/17/14	N/A	Capital investment in partnership	(4,949,148.14)	(873,000.00)
12/31/14		Total note receivable, Incline TSS Ltd.		<u>\$ 0.00</u>
<u>Investment in Incline TSS, Ltd</u>				
1/1/14		Balance		\$ -
3/17/14	EFT	Capital investment in partnership	\$ 4,949,148.14	
4/17/14	EFT	Incline TSS Ltd	47,350.00	4,996,498.14
12/31/14		Total investment in Incline TSS Ltd.		<u>\$ 4,996,498.14</u>
<u>Note receivable Samuel S Jaksick Jr Family Trust</u>				
1/1/14		Balance		\$ -
8/22/14	EFT	Samuel S Jaksick Jr Family Trust	\$ 15,000.00	
9/2/14	EFT	Samuel S Jaksick Jr Family Trust	100,000.00	115,000.00
12/31/14		Total note receivable, Samuel S Jaksick Jr Family Trust		<u>\$ 115,000.00</u>
<u>Note receivable Samuel S Jaksick Jr Family Trust</u>				
1/1/14		Balance		\$ -
9/26/14	EFT	Samuel S Jaksick Jr Family Trust	\$ 150,000.00	150,000.00
12/31/14		Total note receivable, Samuel S Jaksick Jr Family Trust		<u>\$ 150,000.00</u>

See accountant's compilation report

EXHIBIT 5

EXHIBIT 5

EXHIBIT 5

SSJ'S ISSUE TRUST

FINANCIAL STATEMENTS

January 1, 2015 to December 31, 2015

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ROSSMANN
MACDONALD &
BENETTI, INC.



Todd Jaksick, Trustee
SSJ's Issue Trust
Reno, Nevada

The trustee is responsible for the accompanying financial statements of the SSJ's Issue Trust as of December 31, 2015, and the accompanying schedules for the period January 1, 2015 to December 31, 2015. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by the personal representatives. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

The financial statements do not distinguish between transactions applicable to principal and those applicable to income. Accounting principles generally accepted in the United States of America require that activity be categorized as affecting either principal or income amounts. The effect of this departure from accounting principles generally accepted in the United States of America has not been determined.

The trustee has elected to omit substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the estate's financial position, results of operations, and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.

We are not independent with respect to the Estate of Samuel S Jaksick, Jr., Deceased.

Rossman Mac Donald & Benetti, Inc.
ROSSMANN MacDONALD & BENETTI, INC.
Certified Public Accountant

October 10, 2016

SSJ'S ISSUE TRUST
SUMMARY OF ACCOUNT
For the period beginning January 1, 2015 and ending December 31, 2015

	<u>Schedule</u>	<u>Amounts</u>	<u>Fiduciary Acquisition Value</u>
ASSETS ON HAND, January 1, 2015	A		\$ 8,112,566.13
ADDITIONS:			
<u>Receipts of income:</u>			
Income, RBC Wealth Management	B	\$ 283.34	
Income, Non-cash transactions	G	5,101.27	
Total disbursements from income		<u>5,384.61</u>	
Total additions			<u>5,384.61</u>
Total chargeable assets			8,117,950.74
DEDUCTIONS:			
Losses	C	<u>258.27</u>	
<u>Expenses:</u>			
Expenses, RBC Wealth Management	D	31,811.01	
Expenses, Non-cash transactions	G	28,000.00	
Total expenses		<u>59,811.01</u>	
Less: total deductions			<u>60,069.28</u>
ASSETS ON HAND, December 31, 2015	E		<u><u>\$ 8,057,881.46</u></u>

See accountant's compilation report

SSJ'S ISSUE TRUST
SCHEDULE A - ASSETS ON HAND
As of January 1, 2015

	Fiduciary Acquisition Value	Estimated Value
BANK DEPOSITS AND MONEY MARKET MUTUAL FUNDS:		
<u>RBC Wealth Management brokerage account</u> RBC US Government Money Market Fund (TIMXX)	631,052.39	631,052.39
NOTES RECEIVABLE:		
Samuel S Jaksick Jr Family Trust, dated 8/28/14. Semi annual interest only payments bearing 6%. Secured by 27,500 shares of Toiyabe Investment Company common stock. Effective December 31, 2015, the note was extended to 12/31/16 and the interest rate on the note increased to 7% annually.	115,000.00	115,000.00
Samuel S Jaksick Jr Family Trust, dated 9/25/14. The note bears interest of 6% annually. Secured by 4005 Quail Rock Lane, Reno NV. Effective December 31, 2015, the note was extended to 12/31/16 and the interest rate on the note increased to 7% annually.	150,000.00	150,000.00
Home Camp Land and Livestock Co Inc, dated 7/26/13 bearing interest annually at 3%. The entire note and accrued interest matures December 31, 2015.	98,830.39	98,830.39
REAL ESTATE:		
Undivided 49% interest in ranch land Approximately 550 acres - Washoe County, Nevada APN: 066-140-09, 066-180-01, 066-180-02, 066-220-23	284,805.21	302,000.00
CLOSELY HELD BUSINESSES:		
Incline TSS, Ltd (54% Class B LLC membership)	4,996,498.14	5,000,000.00
Home Camp Land and Livestock Co Inc, 490 shares	1,836,380.00	1,050,000.00
TOTAL ASSETS ON HAND	<u><u>\$ 8,112,566.13</u></u>	<u><u>\$ 7,346,882.78</u></u>

See accountant's compilation report

SSJ'S ISSUE TRUST
SCHEDULE B - RECEIPTS OF INCOME, RBC WEALTH MANAGEMENT
For the period beginning January 1, 2015 and ending December 31, 2015

<u>Date</u>	<u>Payor</u>	<u>Amount</u>	<u>Totals</u>
	<u>Tax exempt interest</u>		
10/1/15	Grand Parkway Transp Corp Tex Bonds	\$ 1,312.50	
10/1/15	Less: accrued interest purchased	<u>(1,093.75)</u>	
	Total tax exempt interest income		\$ 218.75
	<u>Dividend income</u>		
1/31/15	RBC US Govt money market fund cl 2	5.18	
2/28/15	RBC US Govt money market fund cl 2	4.81	
3/31/15	RBC US Govt money market fund cl 2	5.48	
4/30/15	RBC US Govt money market fund cl 2	5.11	
5/31/15	RBC US Govt money market fund cl 2	4.92	
6/30/15	RBC US Govt money market fund cl 2	5.41	
7/31/15	RBC US Govt money market fund cl 2	5.22	
8/31/15	RBC US Govt money market fund cl 2	5.20	
9/30/15	RBC US Govt money market fund cl 2	4.51	
10/31/15	RBC US Govt money market fund cl 2	4.48	
11/30/15	RBC US Govt money market fund cl 2	4.62	
12/31/15	RBC US Govt money market fund cl 2	<u>9.65</u>	
	Total dividend income		64.59
TOTAL RECEIPTS OF INCOME			<u><u>\$ 283.34</u></u>

See accountant's compilation report

SSJ'S ISSUE TRUST
SCHEDULE C - LOSSES
For the period beginning January 1, 2015 and ending December 31, 2015

<u>Date</u>	<u>Description</u>	<u>Amount</u>	<u>Totals</u>
10/1/15	Accretion of bond premium	<u>\$ 258.27</u>	
	Total accretion of bond premium		<u>\$ 258.27</u>
TOTAL LOSSES			<u><u>\$ 258.27</u></u>

See accountant's compilation report

SSJ'S ISSUE TRUST
SCHEDULE D - EXPENSES
For the period beginning January 1, 2015 and ending December 31, 2015

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Amount</u>	<u>Totals</u>
1/15/15	EFT	Todd Jaksick	\$ 2,500.00	
2/15/15	EFT	Todd Jaksick	2,500.00	
3/15/15	EFT	Todd Jaksick	2,500.00	
4/15/15	EFT	Todd Jaksick	2,500.00	
5/15/15	EFT	Todd Jaksick	2,500.00	
6/15/15	EFT	Todd Jaksick	2,500.00	
7/15/15	EFT	Todd Jaksick	2,500.00	
8/15/15	EFT	Todd Jaksick	2,500.00	
9/15/15	EFT	Todd Jaksick	750.00	
10/15/15	EFT	Todd Jaksick	750.00	
11/15/15	EFT	Todd Jaksick	750.00	
12/15/15	EFT	Todd Jaksick	750.00	
		Total trustee fees		\$ 23,000.00
10/20/15	counter ck	Rossmann MacDonald & Benetti CPA's	2,530.00	
		Total accounting		2,530.00
9/10/15	counter ck	Franchise tax board	239.00	
		Total Internal Revenue Service		239.00
9/10/15	counter ck	US Treasury	5,829.00	
10/15/15	counter ck	US Treasury	213.01	
		Total Internal Revenue Service		6,042.01
TOTAL EXPENSES				<u>\$ 31,811.01</u>

See accountant's compilation report

SSJ'S ISSUE TRUST
SCHEDULE E - ASSETS ON HAND
As of December 31, 2015

	<u>Fiduciary Acquisition Value</u>	<u>Estimated Value</u>
MONEY MARKET MUTUAL FUNDS:		
<u>RBC Wealth Management brokerage account</u>		
RBC US Government Money Market Fund (TIMXX)	\$ 542,652.22	\$ 542,652.22
INVESTMENTS:		
Grand Parkway Transportation Corp 'Texas Toll Roads Revenue Bonds. 5% Callable 10/01/23 @ 100 dated 8/1/13	56,614.23	56,679.50
NOTES RECEIVABLE (SCHEDULE E1)	340,931.66	340,931.66
REAL ESTATE:		
Undivided 49% interest in ranch land Approximately 550 acres - Washoe County, Nevada APN: 066-140-09, 066-180-01, 066-180-02, 066-220-23 APN: 066-220-35, 066-140-01	284,805.21	302,000.00
CLOSELY HELD BUSINESSES:		
Incline TSS, Ltd (54% Class B LLC membership)	4,996,498.14	5,500,000.00
Home Camp Land and Livestock Co Inc, 490 shares (49% interest)	1,836,380.00	3,500,000.00
TOTAL ASSETS ON HAND	<u>\$ 8,057,881.46</u>	<u>\$ 10,242,263.38</u>

See accountant's compilation report

SSJ'S ISSUE TRUST
SCHEDULE E1 - NOTES RECEIVABLE
As of December 31, 2015

	<u>Fiduciary Acquisition Value</u>	<u>Estimated Value</u>
NOTES RECEIVABLE:		
Samuel S Jaksick Jr Family Trust, dated 8/28/14. Semi annual interest only payments bearing 7%. Secured by 27,500 shares of Toiyabe Investment Company common stock. Effective December 31, 2015, the note was extended to 12/31/16 and the interest rate on the note increased to 7% annually.	\$ 115,000.00	\$ 115,000.00
Samuel S Jaksick Jr Family Trust, dated 9/25/14. The note bears interest of 7% annually. Secured by 4005 Quail Rock Lane, Reno NV. Effective December 31, 2015, the note was extended to 12/31/16 and the interest rate on the note increased to 7% annually.	150,000.00	150,000.00
Home Camp Land and Livestock Co Inc, dated 7/26/13 bearing interest annually at 3%. The note was extended to December 31, 2018.	75,931.66	75,931.66
TOTAL NOTES RECEIVABLE	<u><u>\$ 340,931.66</u></u>	<u><u>\$ 340,931.66</u></u>

See accountant's compilation report

SSJ'S ISSUE TRUST
SCHEDULE F - INVESTMENT ACTIVITY
For the period beginning January 1, 2015 and ending December 31, 2015

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Amount</u>	<u>Totals</u>
<u>Investment in Grand Parkway bonds</u>				
1/1/15		Balance		\$ -
8/27/15		Grand parkway Transportation rev bonds	\$ 56,872.50	
8/27/15		Accrued bond interest paid	1,093.75	
10/1/15		bond interest received	(1,093.75)	
10/1/15		Accretion of premium	(258.27)	56,614.23
		Total investment in Grand Parkway bonds		\$ 56,614.23
12/31/15				
<u>Home Camp note receivable</u>				
1/1/15		Balance		\$ 98,830.39
4/15/15		Principal payment	\$ (22,898.73)	(22,898.73)
12/31/15		Total Home Camp note receivable		\$ 75,931.66

See accountant's compilation report

SSJ'S ISSUE TRUST
SCHEDULE G - NON-CASH TRANSACTIONS
For the period beginning January 1, 2015 and ending December 31, 2015

<u>Date</u>	<u>Descriptions</u>	<u>Principal</u>	<u>Income</u>
NON-CASH RECEIPTS:			
	Home Camp Land and Livestock Inc. (a 49% trust owned entity) made a payment to the US Treasury on behalf the SSJ's Issue Trust. The amount was applied to the unpaid balance on an existing note receivable from Home Camp Land and Livestock Inc. The total payment of \$28,000.00 was applied to the principal balance of the Home Camp Land and Livestock Inc. note receivable in the amount of \$22,898.73 and accrued interest of		
4/15/2015	\$5,101.27.	\$ 22,898.73	\$ 5,101.27
	TOTAL NON-CASH RECEIPTS	<u>\$ 22,898.73</u>	<u>\$ 5,101.27</u>
NON-CASH EXPENSES:			
	Home Camp Land and Livestock Inc. (a 49% trust owned entity) made a payment to the US Treasury on behalf the SSJ's Issue Trust for income taxes due and payable.		
4/15/2015		\$ 28,000.00	
	TOTAL NON-CASH EXPENSES	<u>\$ 28,000.00</u>	<u>\$ -</u>

See accountant's compilation report

EXHIBIT 6

EXHIBIT 6

EXHIBIT 6

SSJ'S ISSUE TRUST
FINANCIAL STATEMENTS
January 1, 2016 to December 31, 2016

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ROSSMANN
MACDONALD &
BENETTI, INC.



Todd Jaksick, Trustee
SSJ's Issue Trust
Reno, Nevada

The trustee is responsible for the accompanying financial statements of the SSJ's Issue Trust as of December 31, 2016, and the accompanying schedules for the period January 1, 2016 to December 31, 2016. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by the personal representatives. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

The financial statements do not distinguish between transactions applicable to principal and those applicable to income. Accounting principles generally accepted in the United States of America require that activity be categorized as affecting either principal or income amounts. The effect of this departure from accounting principles generally accepted in the United States of America has not been determined.

The trustee has elected to omit substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the estate's financial position, results of operations, and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.

We are not independent with respect to the SSJ's Issue Trust.

Rossmann MacDonald & Benetti, Inc.
ROSSMANN MacDONALD & BENETTI, INC.
Certified Public Accountant

April 4, 2017

SSJ'S ISSUE TRUST
SUMMARY OF ACCOUNT
For the period beginning January 1, 2016 and ending December 31, 2016

	<u>Schedule</u>	<u>Amounts</u>	<u>Fiduciary Acquisition Value</u>
ASSETS ON HAND, January 1, 2016	A		\$ 8,057,881.46
ADDITIONS:			
<u>Receipts of income:</u>			
Income, RBC Wealth Management	B	\$ 38,705.78	
Gains	C	<u>1,131.36</u>	
Total additions			<u>39,837.14</u>
Total chargeable assets			8,097,718.60
DEDUCTIONS:			
Losses	D	<u>760.81</u>	
<u>Disbursements:</u>			
Repayment of 4/3/13 advance from Home Camp Land & Livestock on 12/20/16		100.00	
Expenses, RBC Wealth Management	E	<u>12,311.75</u>	
Total disbursements		<u>12,411.75</u>	
Less: total deductions			<u>13,172.56</u>
ASSETS ON HAND, December 31, 2016	F		<u><u>\$ 8,084,546.04</u></u>

See accountant's compilation report

SSJ'S ISSUE TRUST
SCHEDULE A - ASSETS ON HAND
As of January 1, 2016

	<u>Fiduciary Acquisition Value</u>	<u>Estimated Value</u>
MONEY MARKET MUTUAL FUNDS:		
<u>RBC Wealth Management brokerage account</u> RBC US Government Money Market Fund (TIMXX)	542,652.22	542,652.22
INVESTMENTS:		
Grand Parkway Transportation Corp Texas Toll Roads Revenue Bonds. 5% Callable 10/01/23 @ 100 dated 8/1/13	56,614.23	56,679.50
NOTES RECEIVABLE (SCHEDULE A1)	340,931.66	340,931.66
REAL ESTATE:		
Undivided 49% interest in ranch land Approximately 550 acres - Washoe County, Nevada APN: 066-140-09, 066-180-01, 066-180-02, 066-220-23	284,805.21	302,000.00
CLOSELY HELD BUSINESSES:		
Incline TSS, Ltd (54% Class B LLC membership)	4,996,498.14	5,500,000.00
Home Camp Land and Livestock Co Inc, 490 shares	1,836,380.00	3,500,000.00
TOTAL ASSETS ON HAND	<u><u>\$ 8,057,881.46</u></u>	<u><u>\$ 10,242,263.38</u></u>

See accountant's compilation report

SSJ'S ISSUE TRUST
SCHEDULE A1 - NOTES RECEIVABLE
As of January 1, 2016

	<u>Fiduciary Acquisition Value</u>	<u>Estimated Value</u>
NOTES RECEIVABLE:		
Samuel S Jaksick Jr Family Trust, dated 8/28/14. Semi annual interest only payments bearing 7%. Secured by 27,500 shares of Toiyabe Investment Company common stock. Effective December 31, 2015, the note was extended to 12/31/16 and the interest rate on the note increased to 7% annually.	\$ 115,000.00	\$ 115,000.00
Samuel S Jaksick Jr Family Trust, dated 9/25/14. The note bears interest of 7% annually. Secured by 4005 Quail Rock Lane, Reno NV. Effective December 31, 2015, the note was extended to 12/31/16 and the interest rate on the note increased to 7% annually.	150,000.00	150,000.00
Home Camp Land and Livestock Co Inc, dated 7/26/13 bearing interest annually at 3%. The note was extended to December 31, 2018.	75,931.66	75,931.66
TOTAL NOTES RECEIVABLE	<u><u>\$ 340,931.66</u></u>	<u><u>\$ 340,931.66</u></u>

See accountant's compilation report

SSJ'S ISSUE TRUST
SCHEDULE B - RECEIPTS OF INCOME, RBC WEALTH MANAGEMENT
For the period beginning January 1, 2016 and ending December 31, 2016

<u>Date</u>	<u>Payor</u>	<u>Amount</u>	<u>Totals</u>
	<u>Interest income from notes receivable</u>		
7/26/16	Samuel S Jaksick Jr Family Trust	\$ 13,573.26	
7/26/16	Samuel S Jaksick Jr Family Trust	17,809.54	
10/1/16	Nevada Pronghorn LLC	<u>3,831.95</u>	
	Total interest income from notes receivable		\$ 35,214.75
	<u>Tax exempt interest</u>		
4/1/16	Grand Parkway Transp Corp Tex Bonds	1,312.50	
10/4/16	Grand Parkway Transp Corp Tex Bonds	<u>1,312.50</u>	
	Total tax exempt interest income		2,625.00
	<u>Interest income</u>		
8/26/16	RBC Bank Deposit Program	0.27	
9/26/16	RBC Bank Deposit Program	0.27	
10/26/16	RBC Bank Deposit Program	0.28	
11/28/16	RBC Bank Deposit Program	0.30	
12/27/16	RBC Bank Deposit Program	<u>0.28</u>	
	Total interest income		1.40
	<u>Dividend income</u>		
1/31/16	RBC US Govt money market fund cl 2	26.94	
2/28/16	RBC US Govt money market fund cl 2	56.69	
3/31/16	RBC US Govt money market fund cl 2	62.58	
4/30/16	RBC US Govt money market fund cl 2	64.14	
5/31/16	RBC US Govt money market fund cl 2	80.76	
6/30/16	RBC US Govt money market fund cl 2	60.50	
7/29/16	RBC US Govt money market fund cl 2	56.84	
8/31/16	RBC US Govt money market fund cl 2	66.91	
9/30/16	RBC US Govt money market fund cl 2	80.56	
10/31/16	RBC US Govt money market fund cl 2	109.41	
11/30/16	RBC US Govt money market fund cl 2	90.12	
12/30/16	RBC US Govt money market fund cl 2	<u>109.18</u>	
	Total dividend income		864.63
TOTAL RECEIPTS OF INCOME			<u><u>\$ 38,705.78</u></u>

See accountant's compilation report

SSJ'S ISSUE TRUST
SCHEDULE C -GAINS

For the period beginning January 1, 2016 and ending December 31, 2016

<u>Date</u>	<u>Description</u>	<u>Amount</u>	<u>Totals</u>
12/31/16	Accretion of interest on original issue discount bonds	<u>\$ 1,131.36</u>	
	Total accretion of interest on OID bonds		<u>\$ 1,131.36</u>
TOTAL GAINS			<u><u>\$ 1,131.36</u></u>

See accountant's compilation report

SSJ'S ISSUE TRUST
SCHEDULE D - LOSSES

For the period beginning January 1, 2016 and ending December 31, 2016

<u>Date</u>	<u>Description</u>	<u>Amount</u>	<u>Totals</u>
12/31/16	Accretion of bond premium	<u>\$ 760.81</u>	
	Total accretion of bond premium		<u>\$ 760.81</u>
TOTAL LOSSES			<u><u>\$ 760.81</u></u>

See accountant's compilation report

SSJ'S ISSUE TRUST
SCHEDULE E - EXPENSES
For the period beginning January 1, 2016 and ending December 31, 2016

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Amount</u>	<u>Totals</u>
1/16/16	EFT	Todd Jaksick	\$ 750.00	
2/16/16	EFT	Todd Jaksick	750.00	
3/16/16	EFT	Todd Jaksick	750.00	
4/16/16	EFT	Todd Jaksick	750.00	
5/16/16	EFT	Todd Jaksick	750.00	
6/16/16	EFT	Todd Jaksick	750.00	
7/16/16	EFT	Todd Jaksick	750.00	
		Total trustee fees		\$ 5,250.00
8/30/16	counter ck	Home Camp Land & Livestock	9.00	
		Total Interest expense		9.00
3/16/16	counter ck	Maupin Cox & LeGoy	2,737.50	
10/27/16	counter ck	Maupin Cox & LeGoy	3,094.00	
12/6/16	counter ck	Maupin Cox & LeGoy	1,206.25	
		Total legal fees		7,037.75
9/13/16	counter ck	Franchise tax board	11.00	
		Total Franchise Tax Board		11.00
9/13/16	counter ck	US Treasury	4.00	
		Total Internal Revenue Service		4.00
TOTAL EXPENSES				<u>\$ 12,311.75</u>

See accountant's compilation report

SSJ'S ISSUE TRUST
SCHEDULE F - ASSETS ON HAND
As of December 31, 2016

	<u>Fiduciary Acquisition Value</u>	<u>Estimated Value</u>
CASH AND MONEY MARKET MUTUAL FUNDS:		
<u>RBC Wealth Management brokerage account</u>		
RBC bank deposit program	\$ 42,163.13	\$ 42,163.13
RBC US Government Money Market Fund (TIMXX)	435,968.10	435,968.10
INVESTMENTS:		
Arcalanes California Un HS G/O OID Bonds. 6.55% Callable 8/01/29 @ 100 dated 7/20/11	97,018.36	88,291.00
Grand Parkway Transportation Corp Texas Toll Roads Revenue Bonds. 5% Callable 10/01/23 @ 100 dated 8/1/13	55,853.42	56,328.00
NOTES RECEIVABLE (SCHEDULE F1)	335,859.68	335,859.68
REAL ESTATE:		
Undivided 49% interest in ranch land Approximately 550 acres - Washoe County, Nevada APN: 066-140-09, 066-180-01, 066-180-02, 066-220-23 APN: 066-220-35, 066-140-01	284,805.21	302,000.00
CLOSELY HELD BUSINESSES:		
Incline TSS, Ltd (54% Class B LLC membership)	4,996,498.14	5,500,000.00
Home Camp Land and Livestock Co Inc, 490 shares (49% interest)	1,836,380.00	3,500,000.00
TOTAL ASSETS ON HAND	<u><u>\$ 8,084,546.04</u></u>	<u><u>\$ 10,260,609.91</u></u>

See accountant's compilation report

SSJ'S ISSUE TRUST
SCHEDULE F1 - NOTES RECEIVABLE
As of December 31, 2016

	<u>Fiduciary Acquisition Value</u>	<u>Estimated Value</u>
NOTES RECEIVABLE:		
Samuel S Jaksick Jr Family Trust, dated 8/28/14. Semi annual interest only payments bearing 7%. Secured by 27,500 shares of Toiyabe Investment Company common stock. Effective December 31, 2015, the interest rate on the note increased to 7% annually. This note has been extended to 12/31/2017.	\$ 115,000.00	\$ 115,000.00
Samuel S Jaksick Jr Family Trust, dated 9/25/14. The note bears interest of 7% annually. Secured by 4005 Quail Rock Lane, Reno NV. Effective December 31, 2015, the interest rate on the note increased to 7% annually. This note has been extended to 12/31/17.	150,000.00	150,000.00
Home Camp Land and Livestock Co Inc, dated 7/26/13 bearing interest annually at 3%. The note was extended to December 31, 2018.	70,859.68	70,859.68
TOTAL NOTES RECEIVABLE	<u>\$ 335,859.68</u>	<u>\$ 335,859.68</u>

See accountant's compilation report

SSJ'S ISSUE TRUST
SCHEDULE G - INVESTMENT ACTIVITY
For the period beginning January 1, 2016 and ending December 31, 2016

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Amount</u>	<u>Totals</u>
<u>Investment in Acalanes bonds</u>				
1/1/16		Balance		\$ -
5/27/16		Acalanes CA HS OID Bonds	\$ 95,887.00	
12/31/16		Accretion of OID interest	<u>1,131.36</u>	<u>97,018.36</u>
12/31/16		Total investment in Acalanes bonds		<u>\$ 97,018.36</u>
<u>Investment in Grand Parkway bonds</u>				
1/1/16		Balance		\$ 56,614.23
12/31/16		Accretion of bond premium	<u>(760.81)</u>	<u>(760.81)</u>
12/31/16		Total investment in Grand Parkway bonds		<u>\$ 55,853.42</u>
<u>Home Camp note receivable</u>				
1/1/16		Balance		\$ 75,931.66
12/20/16		Principal payment	<u>\$ (5,071.98)</u>	<u>(5,071.98)</u>
12/31/16		Total Home Camp note receivable		<u>\$ 70,859.68</u>

See accountant's compilation report

EXHIBIT 7

EXHIBIT 7

EXHIBIT 7

AGREEMENT AND CONSENT TO PROPOSED ACTION

This Agreement and Consent to Proposed Action is entered into among Todd B. Jaksick, as Trustee under The SSJ's Issue Trust Agreement dated February 21, 2007 (the "Issue Trust"), Todd B. Jaksick, Stanley S. Jaksick, and Wendy Ann Jaksick, as the "Primary Beneficiaries" of the Issue Trust, and Incline TSS Ltd., a Nevada limited liability company (the "Company"), with reference to the following facts:

A. The grantor of the Issue Trust, Samuel S. Jaksick, Jr., died on April 21, 2013. As the result of his death, the Issue Trust will be collecting approximately \$6,000,000 in life insurance proceeds.

B. Subparagraph K.2. of Article IV of The SSJ's Issue Trust Agreement specifically permits the Trustee of the Issue Trust to invest in and contribute trust assets to all forms of legal entities, specifically including limited liability companies, on terms and conditions approved by the Trustee, in the Trustee's discretion. This power specifically includes the power to invest in and contribute property to limited liability companies administered or managed by the Trustee or an affiliate of the Trustee.

C. The Company is the owner of the Jaksick family real property commonly known as 1011 Lakeshore Blvd., Incline Village, Washoe County, Nevada (the "Tahoe Residence"), and is currently in the process of restructuring and refinancing certain obligations relating to Company's ownership of the Tahoe Residence.

D. The Trustee and Primary Beneficiaries of the Issue Trust and the Company have all agreed that it is in the best interest of the Issue Trust and all of the beneficiaries thereof for the Trustee of the Issue Trust to utilize the life insurance funds being received by the Issue Trust to invest in and restructure the Company in order to protect and preserve the use and enjoyment of the Tahoe Residence for future generations of the Jaksick family.

E. The Primary Beneficiaries are the sole adult beneficiaries of the Issue Trust who would otherwise be entitled to a notice of proposed action under NRS 164.725 for the Trustee's proposed investment in the Company, and they intend for this Agreement to constitute their written and binding consent thereto.

BASED UPON THE FOREGOING, the Trustee of the Issue Trust, the Primary Beneficiaries, and the Company hereby agree as follows:

1. Incorporation of Recitals. The parties agree that the recitals set forth above are true and correct and are hereby incorporated into this Agreement.

2. Agreement and Consent to Proposed Action. The Trustee of the Issue Trust, the Primary Beneficiaries, and the Company all agree and consent to the transactions described in the recitals above, specifically including, but not limited to:

a. The consent for the Trustee of the Issue Trust to utilize some or all of the life insurance funds being received by the Issue Trust to invest in Company in exchange for a membership interest in Company to be determined based upon the final value of such capital contribution and Company's assets and liabilities as determined and agreed upon by the Trustee and Company, or by an independent appraisal if they cannot agree.

b. The consent to the use by Company of the capital contribution by the Issue Trust to restructure, refinance, and/or payoff certain debt obligations of Company relating to Company's ownership of the Tahoe Residence. This consent specifically includes the agreement that some or all of the capital contribution by the Issue Trust in Company may be used to payoff that certain Unsecured Promissory Note dated December 28, 2012, in favor of SSJ LLC, a Nevada limited liability company, in the original face amount of \$7,103,255.32.

3. Binding Effect. This Agreement constitutes the written and binding consent of the parties to the proposed actions described herein. The Primary Beneficiaries, as the sole adult beneficiaries of the Issue Trust, acknowledge, agree and specifically intend that by virtue of their written consent the Trustee shall have no liability to any present or future beneficiary of the Issue Trust with respect to the proposed actions described herein. The parties acknowledge and agree that this Agreement is binding on all present and future beneficiaries of the Issue Trust in accordance with NRS 164.038 and NRS 164.725, and hereby waive any further notice of proposed actions relating thereto.

4. LEGAL REPRESENTATION AND WAIVERS OF CONFLICT. THIS AGREEMENT HAS BEEN PREPARED BY THE LAW FIRM OF MAUPIN, COX & LEGOY IN THEIR CAPACITY AS ATTORNEYS FOR THE TRUSTEE OF THE ISSUE TRUST. ALL OF THE OTHER PARTIES HAVE BEEN ADVISED AND REPRESENTED IN THIS MATTER BY THE LAWYERS THEY HAVE VOLUNTARILY SELECTED OR THEY HAVE VOLUNTARILY WAIVED THEIR RIGHTS AND OPPORTUNITIES TO BE INDIVIDUALLY REPRESENTED IN THE FORMATION OF THIS AGREEMENT. CERTAIN OF THE PARTIES TO THIS AGREEMENT, INCLUDING TODD B. JAKSICK, HAVE PREVIOUSLY BEEN AND CONTINUE TO BE REPRESENTED IN RELATED AND UNRELATED MATTERS BY THE LAW FIRM OF MAUPIN, COX & LEGOY. ALL SIGNATORIES TO THIS AGREEMENT HEREBY GIVE THEIR INFORMED CONSENTS TO THE REPRESENTATIONS DESCRIBED IN THIS PARAGRAPH WITH RESPECT TO THIS MATTER AND OTHER RELATED TRANSACTIONS AND WAIVE ANY CONCURRENT OR FUTURE CONFLICTS OF INTEREST ARISING FROM SUCH REPRESENTATIONS. EACH OF THE SIGNATORIES REPRESENTS HE OR SHE HAS BEEN ADVISED AND GIVEN ADEQUATE OPPORTUNITY TO CONSULT WITH INDEPENDENT LEGAL COUNSEL WITH RESPECT TO THESE CONSENTS AND WAIVERS AND, IF HE OR SHE HAS NOT CONSULTED WITH SUCH INDEPENDENT LEGAL COUNSEL, HE OR SHE HAS VOLUNTARILY WAIVED THAT RIGHT AND OPPORTUNITY. THESE INFORMED CONSENTS AND WAIVERS ARE GIVEN IN ACCORDANCE WITH ALL APPLICABLE LAWS, INCLUDING BUT NOT LIMITED TO, NEVADA RULES OF PROFESSIONAL CONDUCT 1.7 AND 1.9.

Dated: 6/5/2013, 2013.

THE SSJ'S ISSUE TRUST:

By Todd B Jaksick
Todd B. Jaksick, Trustee

PRIMARY BENEFICIARIES:

Todd B Jaksick
Todd B. Jaksick

Stanley S. Jaksick
Stanley S. Jaksick

Wendy Ann Jaksick
Wendy Ann Jaksick

INCLINE TSS LTD.:

By Todd B Jaksick
Todd B. Jaksick, Manager

By Todd B Jaksick
Todd B. Jaksick, Member

By Todd B Jaksick
TBJ SC Trust, Member
Todd B. Jaksick, Trustee

EXHIBIT 8

EXHIBIT 8

EXHIBIT 8

AGREEMENT AND CONSENT TO PROPOSED ACTION

This Agreement and Consent to Proposed Action is entered into among Todd B. Jaksick, as Trustee under The SSJ's Issue Trust Agreement (the "Issue Trust"), Todd B. Jaksick and Stanley S. Jaksick, as Co-Trustees under The Samuel S. Jaksick, Jr. Family Trust Agreement (As Restated) (the "Family Trust"), Todd B. Jaksick, Stanley S. Jaksick, Wendy Ann Jaksick, and Alexi Smrt, as the adult "Primary Beneficiaries" of both the Issue Trust and the Family Trust, with reference to the following facts:

- A. Subparagraph K.9. of Article IV of The SSJ's Issue Trust Agreement specifically permits the Trustee of the Issue Trust to loan money to the Family Trust. Subparagraph K.14. of Article IV of The Samuel S. Jaksick, Jr. Family Trust Agreement (As Restated) likewise permits the Trustee of the Family Trust to borrow money and encumber trust property.
- B. The Family Trust is in need of \$225,000 for its operational costs for the months of August and September 2014.
- C. The Trustees and Primary Beneficiaries of both the Issue Trust and the Family Trust have all agreed that it is in the best interest of the Issue Trust, the Family Trust, and the Primary Beneficiaries and all future beneficiaries of the Issue Trust and the Family Trust, to have the Issue Trust loan the Family Trust \$115,000. A true and correct copy of the Promissory Note is attached hereto and incorporated herein by reference.
- D. To provide security for the loan of \$115,000, the Family Trust, its Co-Trustees, and its Primary Beneficiaries agree to encumber the entire stock of Toiyabe Investments Co. that the Family Trust owns. A true and correct copy of the Security Agreement is attached hereto and incorporated herein by reference.
- E. The Family Trust's Co-Trustees intend in good faith to pay at least \$50,000 down on this \$115,000 note once the Bronco Billy's funds are received.
- F. The Primary Beneficiaries are the sole adult beneficiaries of both the Issue Trust and the Family Trust who would otherwise be entitled to a notice of proposed action under NRS 164.725 for the above described loan, and they intend for this Agreement to constitute their written and binding consent thereto. In addition, each Primary Beneficiary agrees he or she is representing all his or her minor children and unborn grandchildren, great grandchildren and other issue in entering into this Agreement in accordance with NRS 164.038, based on the fact that there is no counsel representing any such person and there is no material conflict of interests between the Primary Beneficiary and any of his or her issue.

BASED UPON THE FOREGOING, the Trustees and Primary Beneficiaries of both the Issue Trust and the Family Trust, and all their minor and unborn issue that they represent, hereby agree as follows:

1. Incorporation of Recitals. The parties agree that the recitals set forth above are true and correct and are hereby incorporated into this Agreement.
2. Agreement and Consent to Proposed Action. The Trustees and Primary Beneficiaries of both the Issue Trust and the Family Trust, and all the minor and unborn issue of the Primary Beneficiaries, all agree and consent to the transactions described in the recitals above, specifically including, but not limited to, the loan of \$115,000 from the Issue Trust to the Family Trust pursuant to the Promissory Note and Security Agreement attached hereto.
3. Binding Effect. This Agreement constitutes the written and binding consent of the parties to the proposed actions described herein. The Primary Beneficiaries, as the sole adult beneficiaries of both the Issue Trust and the Family Trust, acknowledge, agree and specifically intend that by virtue of their written consents, the Trustees shall have no liability to any present or future beneficiary of the Issue Trust or the Family Trust with respect to the proposed actions described herein. The parties acknowledge and agree that this Agreement is binding on all present and future beneficiaries of both the Issue Trust and the Family Trust in accordance with NRS 164.038 and NRS 164.725, and hereby waive any further notice of proposed actions relating thereto.
4. LEGAL REPRESENTATION AND WAIVERS OF CONFLICT. THIS AGREEMENT HAS BEEN PREPARED BY THE LAW FIRM OF MAUPIN, COX & LEGOY IN THEIR CAPACITY AS ATTORNEYS FOR THE CO-TRUSTEES OF THE FAMILY TRUST. ALL OF THE OTHER PARTIES HAVE BEEN ADVISED AND REPRESENTED IN THIS MATTER BY THE LAWYERS THEY HAVE VOLUNTARILY SELECTED OR THEY HAVE VOLUNTARILY WAIVED THEIR RIGHTS AND OPPORTUNITIES TO BE INDIVIDUALLY REPRESENTED IN THE FORMATION OF THIS AGREEMENT. CERTAIN OF THE PARTIES TO THIS AGREEMENT, INCLUDING TODD B. JAKSICK, HAVE PREVIOUSLY BEEN AND CONTINUE TO BE REPRESENTED IN RELATED AND UNRELATED MATTERS BY THE LAW FIRM OF MAUPIN, COX & LEGOY. ALL SIGNATORIES TO THIS AGREEMENT HEREBY GIVE THEIR INFORMED CONSENTS TO THE REPRESENTATIONS DESCRIBED IN THIS PARAGRAPH WITH RESPECT TO THIS MATTER AND OTHER RELATED TRANSACTIONS AND WAIVE ANY CONCURRENT OR FUTURE CONFLICTS OF INTEREST ARISING FROM SUCH REPRESENTATIONS. EACH OF THE SIGNATORIES REPRESENTS HE OR SHE HAS BEEN ADVISED AND GIVEN ADEQUATE OPPORTUNITY TO CONSULT WITH INDEPENDENT LEGAL COUNSEL WITH RESPECT TO THESE

CONSENTS AND WAIVERS AND, IF HE OR SHE HAS NOT CONSULTED WITH SUCH INDEPENDENT LEGAL COUNSEL, HE OR SHE HAS VOLUNTARILY WAIVED THAT RIGHT AND OPPORTUNITY. THESE INFORMED CONSENTS AND WAIVERS ARE GIVEN IN ACCORDANCE WITH ALL APPLICABLE LAWS, INCLUDING BUT NOT LIMITED TO, NEVADA RULES OF PROFESSIONAL CONDUCT 1.7 AND 1.9.

Dated: 8-28, 2014

THE SSJ'S ISSUE TRUST

By TB
Todd B. Jaksick, Trustee

THE SAMUEL S JAKSICK JR FAMILY TRUST

By SP
Stanley S. Jaksick, Co-Trustee

By TB
Todd B. Jaksick, Co-Trustee

PRIMARY BENEFICIARIES:

TB
Todd B. Jaksick

SP
Stanley S. Jaksick

Wendy Ann Jaksick
Wendy Ann Jaksick

Alexi Smrt
Alexi Smrt

PROMISSORY NOTE

\$115,000.00

Reno, Nevada

For valuable consideration, Todd B. Jaksick and Stanley S. Jaksick, as Co-Trustees under The Samuel S. Jaksick, Jr. Family Trust Agreement (As Restated) ("Payor"), hereby agree to pay to the order of Todd B. Jaksick, as Trustee under The SSJ's Issue Trust Agreement ("Payee"), at such place as the Payee shall designate in writing, the principal sum of \$115,000.00, together with interest at the rate of 6% per annum (the "Interest Rate") on the declining principal balance from the date hereof.

Principal and interest are payable as follows:

1. The initial interest only payment is due and payable six (6) months from the date hereof. Thereafter, regular semi-annual payments of interest only accruing on the entire unpaid principal balance at the Interest Rate are due and payable on the same day of each succeeding sixth (6th) month thereafter until the entire balance of principal and interest has been paid in full.
2. The entire unpaid principal balance and accrued interest shall be paid in full on or before the second (2nd) anniversary from the date hereof (the "Maturity Date").
3. Each payment under this Promissory Note shall be credited first to accrued interest then due, with the remainder, if any, credited against principal, and interest shall no longer accrue upon the principal so credited.
4. Payor may prepay this Promissory Note in whole or in part without premium or penalty. Prepayments will not, unless otherwise agreed upon by Payee in writing, relieve Payor of Payor's obligation to continue to make the semi-annual payments of accrued interest. Rather, prepayments will reduce the principal balance due on the Maturity Date.

This Promissory Note is secured by a Security Agreement of this same date.

The Payor promises and agrees that if a default occurs in the payment of any sum required hereunder, or if the Payor becomes insolvent, makes a general assignment for the benefit of creditors, or is adjudged bankrupt, then the unpaid principal balance and accrued interest shall, at the option of the holder of this Promissory Note, become immediately due and payable although the time of maturity as expressed in this Promissory Note may not have then arrived.

If a default occurs under the terms of this Promissory Note, the Payor agrees to pay all costs, including reasonable attorneys' fees, incurred in the collection of any unpaid amounts.


The Payor, endorser, and guarantor waives presentment for payment, demand, notice, protest, notice of protest, diligence, and non-payment of this Promissory Note, and all defenses on the ground of any extension of time for payment that may be given by the holder to them.

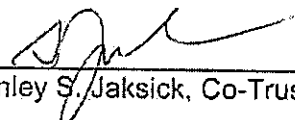
This Promissory Note shall be governed by and construed in accordance with the laws of the State of Nevada and the laws of the United States applicable to transactions in the State of Nevada. The Payor consents to personal jurisdiction of the appropriate state or federal court located in Reno, Nevada.

In the event that any of the terms hereof shall be held to be invalid or unenforceable by any court of competent jurisdiction, such fact shall not affect the validity or enforceability of the remaining terms hereof.

Dated: 8-28, 2014.

THE SAMUEL S. JAKSICK, JR. FAMILY TRUST

By 
Todd B. Jaksick, Co-Trustee

By 
Stanley S. Jaksick, Co-Trustee

500 Damonte Ranch Parkway, Suite 980
Reno, Nevada 89521

SECURITY AGREEMENT

This Security Agreement is executed by Todd B. Jaksick and Stanley S. Jaksick, as Co-Trustees under The Samuel S. Jaksick, Jr. Family Trust Agreement (As Restated), as "Debtor," and Todd B. Jaksick, as Trustee under The SSJ's Issue Trust Agreement, as "Secured Party."

I. CREATION OF SECURITY INTEREST

Debtor hereby grants to Secured Party a security interest in the collateral described in this Security Agreement pursuant to the Uniform Commercial Code - Secured Transactions.

II. OBLIGATIONS SECURED

The security interest is granted to Secured Party to secure the following obligations:

A. Payment of the indebtedness evidenced by a Promissory Note executed by Debtor, payable to the order of Secured Party, in the principal amount of \$115,000.00, bearing interest on the declining principal balance at the rate of 6% per annum.

B. The expenses and costs incurred or paid by Secured Party in the maintenance and preservation of the collateral and the enforcement of the rights of Secured Party and the duties of Debtor as stated in this Security Agreement, including, without limitation, attorneys' fees, court costs, foreclosure expenses, and witness fees.

III. DESCRIPTION OF COLLATERAL

The collateral of this Security Agreement consists of 27,500 shares of issued and outstanding common stock of Toiyabe Investment Co., a Nevada corporation, that are owned by Debtor, together with the proceeds, accessions, substitutions, and replacements thereof.

IV. CLASSIFICATION OF COLLATERAL

Debtor acknowledges that, at the time the security interest attaches, the collateral consists of securities, investment property, and general intangibles as those terms are defined in Chapter 104 of the Nevada Revised Statutes.

V.
PERFECTION OF SECURITY INTEREST

In order to perfect the security interest provided Secured Party in the collateral referred to in paragraph III, above, Debtor shall endorse in blank the stock certificates evidencing their ownership of such shares of stock, and shall deliver possession of the duly endorsed stock certificates to Secured Party, who shall retain possession of the duly endorsed stock certificates until all obligations secured by this Security Agreement are satisfied in full. So long as Secured Party is in possession of the collateral pursuant to this Security Agreement, Secured Party shall have all rights and perform all duties set forth in Section 104.9207 of the Nevada Revised Statutes.

VI.
VOTING, DIVIDENDS, AND OTHER RIGHTS

All the incidents of ownership of the collateral pledged by Debtor, including but not limited to, all voting and dividend rights shall, so long as there exists no default under the terms of this Security Agreement, remain with and be exercisable by Debtor. On any default under the terms of this Security Agreement, including default on the obligations secured by this Security Agreement, Secured Party shall obtain all voting rights incident to the collateral and shall be entitled to receive any dividends paid on the collateral and apply the same toward the obligations secured by this Security Agreement pending and in addition to the exercise by the Secured Party of any remedies provided to Secured Party under the terms of this Security Agreement or the obligations secured by this Security Agreement.

VII.
TAXES, ASSESSMENTS, AND LIENS

Debtor agrees to pay, prior to any delinquency, all taxes, charges, encumbrances, liens, and assessments against the collateral, and, upon failure of Debtor to do so, Secured Party may, at Secured Party's option, pay any of the same and shall be the sole judge of the legality or validity thereof, and the amount necessary to discharge the same. Debtor shall reimburse Secured Party on demand for any amounts paid by Secured Party pursuant to this article VII, together with interest thereon at the rate of 10% per annum from the date of payment until the date of reimbursement.

VIII.
DEFINITION OF DEFAULT

The occurrence of any of the following shall constitute a default by the Debtor under this Security Agreement:

A. The failure by Debtor to pay or perform any obligations secured by the terms of this Security Agreement or by the terms of any security agreement granting a security interest in the collateral to which the security interest granted by this Security Agreement is subject and subordinate.

B. The filing of a petition by or against Debtor under any State or Federal law relating to the relief of debtors, any assignment by Debtor for the benefit of creditors, or the insolvency or cessation of business by Debtor.

C. The sale, transfer, alienation, encumbrance, or other disposition of the collateral, or of any part thereof or of any interest therein, whether voluntarily or involuntarily, without the prior written consent of Secured Party.

IX. ACCELERATION

Upon the occurrence of a default, Secured Party may, at Secured Party's option, declare immediately due and payable all obligations of Debtor to Secured Party under the Promissory Note secured by this Security Agreement, and the same shall, upon notice to or demand on Debtor, become immediately due and payable.

X. SECURED PARTY'S RIGHTS AND REMEDIES

A. Secured Party may assign this Security Agreement, and on such an assignment, the assignee shall be entitled, on notifying Debtor, to all the rights and remedies of Secured Party contained in this Security Agreement.

B. On default by Debtor, Secured Party may exercise the rights of enforcement contained in the Uniform Commercial Code in effect in the State of Nevada on the date of the default and, in addition to those rights, Secured Party may, in Secured Party's discretion, take possession of the collateral and the Debtor agrees to cooperate fully with Secured Party in the exercise of Secured Party's right to take possession of the collateral. This right includes, but is not limited to, Secured Party's right to endorse certificates evidencing the collateral described in article III. for transfer to Secured Party, canceling such certificates, and issuing new certificates in the name of Secured Party and Debtor's obligation to assemble and deliver the collateral or some portion of the collateral or some part or component of the collateral upon request of the Secured Party, to a place designated by Secured Party where it shall be made available to the Secured Party. Failure to cooperate shall constitute a breach of this Security Agreement and the Debtor shall be liable for any and all expenses incident to such failure or cooperation.

XI. RIGHTS AND REMEDIES OF DEBTOR

Debtor shall have all the rights and remedies before or after default provided in Article Nine of the Uniform Commercial Code as in effect in the State of Nevada from time to time.

**XII.
WAIVER OF NOTICE**

Debtor acknowledges that if a default occurs under the terms of this Security Agreement, Debtor may have the right to a hearing before a court of competent jurisdiction, and notice of such hearing, before any rights of Secured Party may be exercised. Debtor hereby waives any and all rights that Debtor may have to such notice and hearing.

**XIII.
EXECUTION OF DOCUMENTS**

Debtor will sign and execute alone or with Secured Party at the time of the execution of this Security Agreement, or at any other time until the Security Agreement has terminated, any financing statement or other document and pay all connected costs necessary to protect the security interest under this Security Agreement against the rights or interests of third persons.

**XIV.
MISCELLANEOUS**

A. Notices. All notices required or permitted to be given by law or by the terms of this Security Agreement must be in writing and shall be considered given (1) upon personal service of a copy on the party to be served, (2) 48 hours after mailing such notice by certified or registered mail, postage prepaid, receipt for delivery requested, addressed to the party to be served and properly deposited in the United States mail, (3) 24 hours after facsimile transmission of a copy of the notice to the party to be served, transmitted to the facsimile number furnished by the party, provided that a copy of the notice is also mailed to the party by regular mail the same day, or (4) 24 hours after delivery of the notice to a nationally recognized overnight delivery service, with delivery charges prepaid, properly packaged, addressed to the party to be served, with proof of delivery to be furnished. Notices must be given to the parties at the addresses listed beneath their signatures. Any change in the name or address of the person to be notified on behalf of any party shall be given by the party having such change to the other parties in the manner provided above. Thereafter, all notices shall be given in accordance with the notice of change of name or address. Notices given before actual receipt of the notice of change of name or address shall not be invalidated by the change.

B. Time of the Essence. Time is of the essence of this Security Agreement.

C. Waivers. The waiver by any party to this Security Agreement of the performance of any covenant, condition, or promise shall not invalidate this Security Agreement nor shall such waiver be considered to be a waiver of any other covenant, condition or promise. The waiver by any of the parties of the time for performing any act shall not constitute a waiver of the time for performing any other act or of an identical act required to be performed at a later time. The exercise of any remedy provided in this Security Agreement shall not constitute a waiver of any other remedy provided by law.

D. Choice of Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Nevada in effect from time to time.

E. Gender and Number. As used in this Security Agreement, the masculine, feminine, or neuter gender, and the singular or plural number, shall each be considered to include the others whenever the context so indicates.


F. Binding Effect. This Security Agreement shall be binding upon and shall inure to the benefit and detriment of the parties hereto and their respective personal representatives, heirs, successors, and assigns.


G. Captions. The captions in this Security Agreement shall have no effect on its interpretation.

Dated: 8-28, 2014.

"DEBTOR"

THE SAMUEL S. JAKSICK, JR. FAMILY TRUST


By 
Todd B. Jaksick, Co-Trustee

By 
Stanley S. Jaksick, Co-Trustee

500 Damonte Ranch Parkway, Suite 980
Reno, Nevada 89521

"SECURED PARTY"

THE SSJ'S ISSUE TRUST

By 
Todd B. Jaksick, Trustee

500 Damonte Ranch Parkway, Suite 980
Reno, Nevada 89521

EXHIBIT 9

EXHIBIT 9

EXHIBIT 9

AGREEMENT AND CONSENT TO PROPOSED ACTION

This Agreement and Consent to Proposed Action is entered into among Todd B. Jaksick, as Trustee under The SSJ's Issue Trust Agreement (the "Issue Trust"), Todd B. Jaksick and Stanley S. Jaksick, as Co-Trustees under The Samuel S. Jaksick, Jr. Family Trust Agreement (As Restated) (the "Family Trust"), Todd B. Jaksick, Stanley S. Jaksick, Wendy Ann Jaksick, and Alexi Smrt, as the adult "Primary Beneficiaries" of both the Issue Trust and the Family Trust, with reference to the following facts:

- A. Subparagraph K.9. of Article IV of The SSJ's Issue Trust Agreement specifically permits the Trustee of the Issue Trust to loan money to the Family Trust. Subparagraph K.14. of Article IV of The Samuel S. Jaksick, Jr. Family Trust Agreement (As Restated) likewise permits the Trustee of the Family Trust to borrow money and encumber trust property.
- B. The Family Trust is in need of \$150,000 for its operational costs for the month of September 2014.
- C. The Trustees and Primary Beneficiaries of both the Issue Trust and the Family Trust have all agreed that it is in the best interest of the Issue Trust, the Family Trust, and the Primary Beneficiaries and all future beneficiaries of the Issue Trust and the Family Trust, to have the Issue Trust loan the Family Trust \$150,000. A true and correct copy of the Promissory Note is attached hereto and incorporated herein by reference.
- D. To provide security for the loan of \$150,000, the Family Trust, its Co-Trustees, and its Primary Beneficiaries agree that the existing Security Agreement dated August 28, 2014, between the Family Trust and the Issue Trust be amended to include the new loan, and further agree to the recording of a Deed of Trust against the real property commonly known as 4005 Quail Rock Lane, Reno, Washoe County, Nevada, A.P.N. 150-011-04. A true and correct copy of both the Amendment to Security Agreement and the Deed of Trust is attached hereto and incorporated herein by reference.
- E. The Family Trust's Co-Trustees intend in good faith to payoff this note once the Bronco Billy's funds are received.
- F. The Primary Beneficiaries are the sole adult beneficiaries of both the Issue Trust and the Family Trust who would otherwise be entitled to a notice of proposed action under NRS 164.725 for the above described loan, and they intend for this Agreement to constitute their written and binding consent thereto. In addition, each Primary Beneficiary agrees he or she is representing all his or her minor children and unborn grandchildren, great grandchildren and other issue in entering into this Agreement in accordance with NRS 164.038, based on the fact that there

is no counsel representing any such person and there is no material conflict of interests between the Primary Beneficiary and any of his or her issue.

BASED UPON THE FOREGOING, the Trustees and Primary Beneficiaries of both the Issue Trust and the Family Trust, and all their minor and unborn issue that they represent, hereby agree as follows:

1. Incorporation of Recitals. The parties agree that the recitals set forth above are true and correct and are hereby incorporated into this Agreement.
2. Agreement and Consent to Proposed Action. The Trustees and Primary Beneficiaries of both the Issue Trust and the Family Trust, and all the minor and unborn issue of the Primary Beneficiaries, all agree and consent to the transactions described in the recitals above, specifically including, but not limited to, the loan of \$150,000 from the Issue Trust to the Family Trust pursuant to the Promissory Note, Amendment to Security Agreement, and Deed of Trust attached hereto.
3. Binding Effect. This Agreement constitutes the written and binding consent of the parties to the proposed actions described herein. The Primary Beneficiaries, as the sole adult beneficiaries of both the Issue Trust and the Family Trust, acknowledge, agree and specifically intend that by virtue of their written consents, the Trustees shall have no liability to any present or future beneficiary of the Issue Trust or the Family Trust with respect to the proposed actions described herein. The parties acknowledge and agree that this Agreement is binding on all present and future beneficiaries of both the Issue Trust and the Family Trust in accordance with NRS 164.038 and NRS 164.725, and hereby waive any further notice of proposed actions relating thereto.
4. LEGAL REPRESENTATION AND WAIVERS OF CONFLICT. THIS AGREEMENT HAS BEEN PREPARED BY THE LAW FIRM OF MAUPIN, COX & LEGOY IN THEIR CAPACITY AS ATTORNEYS FOR THE CO-TRUSTEES OF THE FAMILY TRUST. ALL OF THE OTHER PARTIES HAVE BEEN ADVISED AND REPRESENTED IN THIS MATTER BY THE LAWYERS THEY HAVE VOLUNTARILY SELECTED OR THEY HAVE VOLUNTARILY WAIVED THEIR RIGHTS AND OPPORTUNITIES TO BE INDIVIDUALLY REPRESENTED IN THE FORMATION OF THIS AGREEMENT. CERTAIN OF THE PARTIES TO THIS AGREEMENT, INCLUDING TODD B. JAKSICK, HAVE PREVIOUSLY BEEN AND CONTINUE TO BE REPRESENTED IN RELATED AND UNRELATED MATTERS BY THE LAW FIRM OF MAUPIN, COX & LEGOY. ALL SIGNATORIES TO THIS AGREEMENT HEREBY GIVE THEIR INFORMED CONSENTS TO THE REPRESENTATIONS DESCRIBED IN THIS PARAGRAPH WITH RESPECT TO THIS MATTER AND OTHER RELATED TRANSACTIONS AND WAIVE ANY CONCURRENT OR FUTURE

CONFLICTS OF INTEREST ARISING FROM SUCH REPRESENTATIONS. EACH OF THE SIGNATORIES REPRESENTS HE OR SHE HAS BEEN ADVISED AND GIVEN ADEQUATE OPPORTUNITY TO CONSULT WITH INDEPENDENT LEGAL COUNSEL WITH RESPECT TO THESE CONSENTS AND WAIVERS AND, IF HE OR SHE HAS NOT CONSULTED WITH SUCH INDEPENDENT LEGAL COUNSEL, HE OR SHE HAS VOLUNTARILY WAIVED THAT RIGHT AND OPPORTUNITY. THESE INFORMED CONSENTS AND WAIVERS ARE GIVEN IN ACCORDANCE WITH ALL APPLICABLE LAWS, INCLUDING BUT NOT LIMITED TO, NEVADA RULES OF PROFESSIONAL CONDUCT 1.7 AND 1.9.

Dated: 09/25, 2014

THE SSJ'S ISSUE TRUST

By Todd B. Jaksick
Todd B. Jaksick, Trustee

THE SAMUEL S JAKSICK JR FAMILY TRUST

By Stanley S. Jaksick
Stanley S. Jaksick, Co-Trustee
By Todd B. Jaksick
Todd B. Jaksick, Co-Trustee

PRIMARY BENEFICIARIES:

Todd B. Jaksick
Todd B. Jaksick

Stanley S. Jaksick
Stanley S. Jaksick

Wendy Ann Jaksick
Wendy Ann Jaksick

Alexi Smrt
Alexi Smrt

PROMISSORY NOTE

\$150,000.00

Reno, Nevada

For valuable consideration, Todd B. Jaksick and Stanley S. Jaksick, as Co-Trustees under The Samuel S. Jaksick, Jr. Family Trust Agreement (As Restated) ("Payor"), hereby agree to pay to the order of Todd B. Jaksick, as Trustee under The SSJ's Issue Trust Agreement ("Payee"), at such place as the Payee shall designate in writing, the principal sum of \$150,000.00, together with interest at the rate of 6% per annum (the "Interest Rate") on the declining principal balance from the date hereof.

Principal and interest are payable as follows:

1. The entire unpaid principal balance and accrued interest shall be paid in full on or before twelve (12) months from the date hereof (the "Maturity Date").
2. Each payment under this Promissory Note shall be credited first to accrued interest then due, with the remainder, if any, credited against principal, and interest shall no longer accrue upon the principal so credited.
3. Payor may prepay this Promissory Note in whole or in part without premium or penalty. Prepayments will not, unless otherwise agreed upon by Payee in writing, relieve Payor of Payor's obligation to continue to make the semi-annual payments of accrued interest. Rather, prepayments will reduce the principal balance due on the Maturity Date.

This Promissory Note is secured by an existing Security Agreement between Payor and Payee dated August 28, 2014, as amended this same date, and is further secured by a Deed of Trust to be recorded against the real property commonly known as 4005 Quail Rock Lane, Reno, Washoe County, Nevada, A.P.N. 150-011-04.

The Payor promises and agrees that if a default occurs in the payment of any sum required hereunder, or if the Payor becomes insolvent, makes a general assignment for the benefit of creditors, or is adjudged bankrupt, then the unpaid principal balance and accrued interest shall, at the option of the holder of this Promissory Note, become immediately due and payable although the time of maturity as expressed in this Promissory Note may not have then arrived.

If a default occurs under the terms of this Promissory Note, the Payor agrees to pay all costs, including reasonable attorneys' fees, incurred in the collection of any unpaid amounts.

The Payor, endorser, and guarantor waives presentment for payment, demand, notice, protest, notice of protest, diligence, and non-payment of this Promissory Note, and all defenses on the ground of any extension of time for payment that may be given by the holder to them.

This Promissory Note shall be governed by and construed in accordance with the laws of the State of Nevada and the laws of the United States applicable to transactions in the State of Nevada. The Payor consents to personal jurisdiction of the appropriate state or federal court located in Reno, Nevada.

In the event that any of the terms hereof shall be held to be invalid or unenforceable by any court of competent jurisdiction, such fact shall not affect the validity or enforceability of the remaining terms hereof.

Dated: 09/25, 2014.

THE SAMUEL S. JAKSICK, JR. FAMILY TRUST

By Todd B. Jaksick
Todd B. Jaksick, Co-Trustee

By Stanley S. Jaksick
Stanley S. Jaksick, Co-Trustee

500 Damonte Ranch Parkway, Suite 980
Reno, Nevada 89521

AMENDMENT TO SECURITY AGREEMENT

This Amendment to Security Agreement is executed by Todd B. Jaksick and Stanley S. Jaksick, as Co-Trustees under The Samuel S. Jaksick, Jr. Family Trust Agreement (As Restated), as "Debtor," and Todd B. Jaksick, as Trustee under The SSJ's Issue Trust Agreement, as "Secured Party," with reference to the following facts.

A. On August 28, 2014, Debtor and Secured Party entered into a Security Agreement by which Debtor granted to Secured Party a security interest in 27,500 shares of issued and outstanding common stock of Toiyabe Investment Co., a Nevada corporation, to secure payment of the indebtedness evidenced by a Promissory Note executed by Debtor in favor of Secured Party in the principal amount of \$115,000.00.

B. Secured Party has subsequently loaned Debtor an additional \$150,000.00 evidenced by a Promissory Note executed by Debtor in favor of Secured Party to be added to the obligations secured by the existing Security Agreement. The parties therefore desire to amend the Security Agreement as set forth below.

Based upon the foregoing, the Security Agreement dated August 28, 2014, is hereby amended as follows:

I.

Article II. of the Security Agreement dated August 28, 2014, is hereby amended in its entirety to read as follows:

OBLIGATIONS SECURED

The security interest is granted to Secured Party to secure the following obligations:

A. Payment of the indebtedness evidenced by a Promissory Note executed by Debtor, payable to the order of Secured Party, in the principal amount of \$115,000.00, bearing interest on the declining principal balance at the rate of 6% per annum.

B. Payment of the indebtedness evidenced by a Promissory Note executed by Debtor, payable to the order of Secured Party, in the principal amount of \$150,000.00, bearing interest on the declining principal balance at the rate of 6% per annum.

C. The expenses and costs incurred or paid by Secured Party in the maintenance and preservation of the collateral and the enforcement of the rights of Secured Party and the duties of Debtor as stated in this Security Agreement, including, without limitation, attorneys' fees, court costs, foreclosure expenses, and witness fees.

II.

The parties hereby agree to be bound by all of the terms and provisions of the Security Agreement dated August 28, 2014, as amended by this Amendment thereto. This Amendment to Security Agreement is effective as of the date of execution below.

Dated: 09/25, 2014.

"DEBTOR"

THE SAMUEL S. JAKSICK, JR. FAMILY TRUST

By Todd B. Jaksick
Todd B. Jaksick, Co-Trustee

By Stanley S. Jaksick
Stanley S. Jaksick, Co-Trustee

500 Damonte Ranch Parkway, Suite 980
Reno, Nevada 89521

"SECURED PARTY"

THE SSJ'S ISSUE TRUST

By Todd B. Jaksick
Todd B. Jaksick, Trustee

500 Damonte Ranch Parkway, Suite 980
Reno, Nevada 89521

A.P.N. 150-011-04

After recording, return to:

Brian C. McQuaid, Esq.
Maupin, Cox & LeGoy
P.O. Box 30000
Reno, Nevada 89520

The undersigned hereby affirms that this document submitted for recording
does not contain the social security number of any person or persons per
N.R.S. 339B.030.

Signature of Declarant or Agent

DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust is executed by Todd B. Jaksick and Stanley S. Jaksick, as Co-Trustees of The Samuel S. Jaksick, Jr. Family Trust, as "Trustor," to First American Title Company in Reno, Nevada, as "Trustee," for the benefit of Todd B. Jaksick, as Trustee under The SSJ's Issue Trust Agreement, 500 Damonte Ranch Parkway, Suite 980, Reno, Nevada 89521, as "Beneficiary."

I

PURPOSE

Trustor irrevocably grants, transfers, and assigns to Trustee, in trust, with power of sale, the real property commonly known as 4005 Quail Rock Lane, Reno, Washoe County, Nevada, and more specifically described as follows:

PARCEL 1-B as shown on the 3rd parcel Map for Samuel S. Jaksick, Jr. according to the map thereof, filed in the office of the County Recorder of Washoe County, Nevada, on April 2, 1998, as File No. 2195991, and as Parcel Map No. 3314.

EXCEPTING THEREFROM that portion conveyed by Resolution recorded June 2, 1999 in Book 5705, Page 656 as Document No. 2346774 Official Records of Washoe County, Nevada.

APN: 150-011-04

together with the rents, issues, and profits thereof. The real property described above is hereafter referred to as the "Real Property." This Deed of Trust secures the following:

- A. The performance of each covenant of Trustor contained in article III.
- B. The payment of the indebtedness evidenced by a Promissory Note of this same date, in the principal sum of \$150,000.00, bearing interest on the declining principal balance at the rate of 6% per annum, payable to the order of Beneficiary, including any modifications, additions, or extensions thereof. This Promissory Note is incorporated by reference as a part of this Deed of Trust.
- C. The payment of such additional sums, with interest thereon, as may hereafter be advanced by Beneficiary to Trustor when evidenced by a promissory note of Trustor. The

promissory note is to state that it is secured by this Deed of Trust. As used in this Deed of Trust, the term "Promissory Note" includes the Promissory Note referred to in paragraph B. above and any subsequent promissory note that evidences the additional advances that are secured by this Deed of Trust.

D. The payment of any costs that might be incurred by Trustee or Beneficiary to protect the security of this Deed of Trust or to enforce any of the rights and remedies hereunder.

II

ASSIGNMENT OF RENTS AND PROFITS

Trustor further irrevocably grants, transfers, and assigns to Beneficiary the rents, issues, and profits of the Real Property, absolutely and unconditionally, and not merely as additional security for the indebtedness secured by this Deed of Trust. Prior to the occurrence of an event of default under this Deed of Trust, Beneficiary grants permission to Trustor to collect and retain the rents, issues, and profits of the Real Property as they become due and payable. In the event of a default under the Promissory Note or this Deed of Trust, Beneficiary shall have the right, with or without taking possession of the Real Property, to collect all rents, issues, and profits, and shall be entitled either personally or by attorney or agent, without bringing any action or proceeding, or by a receiver to be appointed by the court, to enter into possession of, to make, cancel, enforce, and modify leases, to obtain and evict tenants, and to set and modify rents and other lease terms. Beneficiary shall have the further right to sue for and collect all or any part of the rents, issues, and profits of the Real Property, and after payment of all expenses of maintenance, operation, and collection, including reasonable attorneys' fees, as Beneficiary may deem proper, to apply the balance to the indebtedness then secured by this Deed of Trust. The receipt and application by Beneficiary of such rents, issues, and profits, after execution and delivery of a Notice of Default and Election to Sell or during the pendency of Trustee's foreclosure proceedings under this Deed of Trust, shall not cure the breach or default and shall not affect the foreclosure proceedings or any foreclosure sale resulting therefrom. All such rents, issues, and profits, less the expenses of operation, maintenance, collection, and reasonable attorneys' fees, when received by Beneficiary, shall be applied in reduction of the indebtedness that is secured by this Deed of Trust, in such order as Beneficiary may determine.

If the rents, issues, and profits of the Real Property are not sufficient to satisfy the expenses, if any, of taking control of and managing the Real Property and collecting the rents, issues, and profits therefrom, any funds expended by Beneficiary for such purposes shall become additional indebtedness of Trustor to Beneficiary that is secured by this Deed of Trust. Such amounts shall be repayable to Beneficiary upon demand and shall bear interest from the date of disbursement at the rate of ten percent (10%) per annum.

III

COVENANTS OF TRUSTOR

A. Trustor covenants and agrees to pay when due all claims for labor performed and materials furnished for any construction, alterations, or repairs upon the Real Property; to comply with all laws affecting the Real Property or relating to any alterations or improvements that may be made thereon; not to commit or permit waste thereon, nor to commit, suffer, or permit any acts upon the Real Property in violation of any law, covenant, condition, or restriction affecting the Real Property; to maintain the Real Property in a good state of repair and not to make any alterations to the Real Property that would in any way reduce or impair or tend to reduce or impair its value.

B. Trustor covenants and agrees to pay all reconveyance fees charged by Trustee at the time of payment of the indebtedness secured by this Deed of Trust.

C. The following covenants of Section 107.030 of the Nevada Revised Statutes are hereby adopted and made a part of this Deed of Trust: Covenant No. 1, Covenant No. 2 (fire insurance, full insurable value); Covenant No. 3, Covenant No. 4 (interest, 10%), Covenant No. 5, Covenant No. 6, Covenant No. 7 (attorneys' fees, reasonable), Covenant No. 8, and Covenant No. 9.

IV

DEFAULT

A. Any of the following shall constitute a default under the terms of this Deed of Trust:

1. The failure to make any of the payments required by the terms of the Promissory Note.
2. The failure to perform any of the covenants contained in articles II and III.
3. The default under any of the terms of any deed of trust to which this Deed of Trust is subject and subordinate.
4. The sale, exchange, or other disposition of the Real Property, or of any part thereof, or of any interest therein, whether voluntarily or involuntarily, without the prior written consent of Beneficiary.

B. Upon any default, Beneficiary may, at Beneficiary's option, declare the entire amount of the indebtedness evidenced by the Promissory Note immediately due and payable although the time of maturity as expressed in the Promissory Note may not have then arrived, and Beneficiary, in person, by agent, or by a judicially appointed receiver, shall be entitled to enter upon and take possession of the Real Property, or any part thereof, to perform such acts of repair or protection as may be necessary or proper to preserve the value thereof, to rent or lease the Real Property or any part thereof for such rental, term, and upon such conditions as Beneficiary or the receiver considers necessary or proper, and to collect the rents, issues, and profits thereof as additional security. All rents, issues, and profits collected by Beneficiary or the receiver shall be applied first to payment of the costs of the management of the Real Property and the collection of the rents, including, but not limited to, receiver's fees, premiums on receiver's bonds, and reasonable attorneys' fees, and then to the payment of other sums secured by this Deed of Trust. Beneficiary and the receiver shall be accountable only for those rents actually received. Beneficiary shall be entitled to have a receiver appointed as a matter of right without regard to the adequacy of Beneficiary's security and without any showing otherwise required by Section 107.100 of the Nevada Revised Statutes.

The rights and remedies expressly granted by the terms of this Deed of Trust shall not exclude any other rights or remedies granted by law, and all rights and remedies granted by this Deed of Trust or permitted by law shall be concurrent and cumulative. The exercise of any one or more such rights or remedies by Beneficiary, or by Trustee at the direction of Beneficiary, shall not be construed as an election of remedies or as a waiver of any other right or remedy that Beneficiary may have.

V

PRIOR DEED OF TRUST AND REQUEST FOR NOTICE

A. This Deed of Trust is executed by Trustor and accepted by Trustee and Beneficiary as a Deed of Trust upon the Real Property, subject and subordinate to the Deed of Trust recorded May 29, 2002, as Document No. 2692788 of Official Records of Washoe County, Nevada.

B. Beneficiary requests that a copy of any notice of default or notice of sale issued under the Deed of Trust described above be mailed to Beneficiary and Beneficiary's attorney at the following addresses:

Todd B. Jaksick, Trustee
The SSJ's Issue Trust
500 Damonte Ranch Parkway, Suite 980
Reno, Nevada 89521

Brian C. McQuaid, Esq.
Maupin, Cox & LeGoy
P.O. Box 30000
Reno, Nevada 89520

VI

CONDEMNATION PROCEEDS

If all or any portion of the Real Property is taken by eminent domain, by inverse condemnation, or for any public or quasi-public use under any statute, all sums paid as a result of the taking shall, to the extent required to discharge all obligations of Trustor that are secured by the terms of this Deed of Trust, be paid to Beneficiary, and the balance remaining, if any, shall be paid to Trustor.

VII

DEFICIENCY JUDGMENT

Trustor agrees to pay any deficiency arising in any manner after the application of the proceeds of any foreclosure sale held by Trustee pursuant to the provisions of this Deed of Trust.

VIII

MISCELLANEOUS

A. Trustee is not obligated to notify any party to this Deed of Trust of any pending sale under any other deed of trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party, unless brought by Trustee.

B. This Deed of Trust shall be binding upon and shall inure to the benefit and detriment of the parties hereto and their respective personal representatives, heirs, successors, and assigns.

C. The waiver of any breach of any of the terms or conditions of this Deed of Trust, or of any of the terms and conditions of the Promissory Note, shall not constitute a waiver of any subsequent breach of the same or of any other term or condition.

D. This Deed of Trust is to be governed by and construed in accordance with the laws of the State of Nevada as in effect from time to time.

E. As used in this Deed of Trust, the masculine, feminine, or neuter gender, and the singular or plural number, shall each be considered to include the others whenever the context so indicates.

F. All notices of default shall be mailed to Trustor and Trustor's attorney at the following addresses:

Todd B. Jaksick, Co-Trustee
Stanley S. Jaksick, Co-Trustee
The Samuel S. Jaksick, Jr. Family Trust
500 Damonte Ranch Parkway, Suite 980
Reno, Nevada 89521

Brian C. McQuaid, Esq.
Maupin, Cox & LeGoy
P.O. Box 30000
Reno, Nevada 89520

Dated: 09/25, 2014.

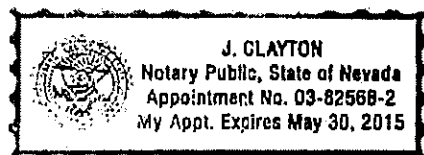
THE SAMUEL S. JAKSICK, JR. FAMILY TRUST

By Todd B. Jaksick
Todd B. Jaksick, Co-Trustee

By Stanley S. Jaksick
Stanley S. Jaksick, Co-Trustee

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

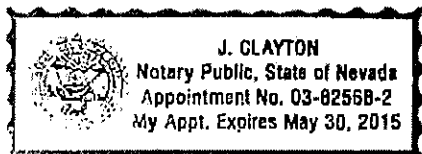
This Deed of Trust was acknowledged before me on 09/25, 2014, by Todd B. Jaksick, as Co-Trustee of The Samuel S. Jaksick, Jr. Family Trust.



[Signature]
Notary Public

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

This Deed of Trust was acknowledged before me on 09/25, 2014, by Stanley S. Jaksick, as Co-Trustee of The Samuel S. Jaksick, Jr. Family Trust.



[Signature]
Notary Public

EXHIBIT 10.a

EXHIBIT 10.a

EXHIBIT 10.a

AGREEMENT AND CONSENT TO PROPOSED ACTION

This Agreement and Consent to Proposed Action is entered into among Todd B. Jaksick, as Trustee under The SSJ's Issue Trust Agreement (the "Issue Trust"), and Todd B. Jaksick, Stanley S. Jaksick, Wendy Ann Jaksick, and Alexi Smrt, as the adult "Primary Beneficiaries" of the Issue Trust, with reference to the following facts:

- A. The Issue Trust is the current owner of a 54% Class B membership interest in Incline TSS Ltd., a Nevada limited liability company (the "Company"). The Company is the owner of the Jaksick family real property commonly known as 1011 Lakeshore Blvd., Incline Village, Washoe County, Nevada. The other members of the Company consist of The Todd B. Jaksick Family Trust as to a 23% Class A membership interest and The TBJ SC Trust as to a 23% Class A membership interest. Todd B. Jaksick is the sole Executive Committee manager of the Company.
- B. Stanley S. Jaksick ("Stan") has offered to purchase from the Company a 17.02% Class A membership interest in the Company in exchange for \$1,500,000.00. A true and correct copy of the proposed Contribution and Issuance Agreement, with all Exhibits, is attached hereto and incorporated herein by reference.
- C. As a result of the proposed sale and issuance of the 17.02% Class A membership interest to Stan, the Issue Trust's ownership interest would be proportionally diluted from its current 54% Class B membership interest to a reduced 44.81% Class B membership interest. However, the Company and its members will all benefit from the infusion of cash into the Company for use in satisfying Company expenses and debt obligations.
- D. Accordingly, the Trustee and Primary Beneficiaries of the Issue Trust have all agreed that it is in the best interest of the Issue Trust and the Primary Beneficiaries and all future beneficiaries of the Issue Trust to have the Company sell and issue to Stan the 17.02% Class A membership interest in Company pursuant to the terms and conditions of the proposed Contribution and Issuance Agreement.
- E. The Primary Beneficiaries are the sole adult beneficiaries of the Issue Trust who would otherwise be entitled to a notice of proposed action under NRS 164.725 for the above described transaction, and they intend for this Agreement to constitute their written and binding consent thereto. In addition, each Primary Beneficiary agrees he or she is representing all his or her minor children and unborn children, grandchildren, great grandchildren and other issue in entering into this Agreement in accordance with NRS 164.038, based on the fact that there is no counsel representing any such person and there is no material conflict of interests between the Primary Beneficiary and any of his or her issue.

BASED UPON THE FOREGOING, the Trustee and Primary Beneficiaries of the Issue Trust, and all their minor and unborn issue that they represent, hereby agree as follows:

1. Incorporation of Recitals. The parties agree that the recitals set forth above are true and correct and are hereby incorporated into this Agreement.
2. Agreement and Consent to Proposed Action. The Trustee and Primary Beneficiaries of the Issue Trust, and all the minor and unborn issue of the Primary Beneficiaries, all agree and consent to the transactions described in the recitals above, specifically including, but not limited to, the sale and issuance by the Company of the 17.02% Class A membership interest in Company to Stan pursuant to the terms and conditions of the Contribution and Issuance Agreement attached hereto.
3. Binding Effect. This Agreement constitutes the written and binding consent of the parties to the proposed actions described herein. The Primary Beneficiaries, as the sole adult beneficiaries of the Issue Trust, acknowledge, agree and specifically intend that by virtue of their written consents, the Trustee shall have no liability to any present or future beneficiary of the Issue Trust with respect to the proposed actions described herein. The parties acknowledge and agree that this Agreement is binding on all present and future beneficiaries of the Issue Trust in accordance with NRS 164.038 and NRS 164.725, and hereby waive any further notice of proposed actions relating thereto.
4. LEGAL REPRESENTATION AND WAIVERS OF CONFLICT. THIS AGREEMENT HAS BEEN PREPARED BY THE LAW FIRM OF MAUPIN, COX & LEGOY IN THEIR CAPACITY AS ATTORNEYS FOR THE TRUSTEE OF THE ISSUE TRUST. ALL OF THE OTHER PARTIES HAVE BEEN ADVISED AND REPRESENTED IN THIS MATTER BY THE LAWYERS THEY HAVE VOLUNTARILY SELECTED OR THEY HAVE VOLUNTARILY WAIVED THEIR RIGHTS AND OPPORTUNITIES TO BE INDIVIDUALLY REPRESENTED IN THE FORMATION OF THIS AGREEMENT. CERTAIN OF THE PARTIES TO THIS AGREEMENT, INCLUDING TODD B. JAKSICK AND STANLEY S. JAKSICK, HAVE PREVIOUSLY BEEN AND CONTINUE TO BE REPRESENTED IN RELATED AND UNRELATED MATTERS BY THE LAW FIRM OF MAUPIN, COX & LEGOY. ALL SIGNATORIES TO THIS AGREEMENT HEREBY GIVE THEIR INFORMED CONSENTS TO THE REPRESENTATIONS DESCRIBED IN THIS PARAGRAPH WITH RESPECT TO THIS MATTER AND OTHER RELATED TRANSACTIONS AND WAIVE ANY CONCURRENT OR FUTURE CONFLICTS OF INTEREST ARISING FROM SUCH REPRESENTATIONS. EACH OF THE SIGNATORIES REPRESENTS HE OR SHE HAS BEEN ADVISED AND GIVEN ADEQUATE OPPORTUNITY TO CONSULT WITH INDEPENDENT LEGAL COUNSEL WITH RESPECT TO THESE CONSENTS AND WAIVERS AND, IF HE OR

SHE HAS NOT CONSULTED WITH SUCH INDEPENDENT LEGAL COUNSEL, HE OR SHE HAS VOLUNTARILY WAIVED THAT RIGHT AND OPPORTUNITY. THESE INFORMED CONSENTS AND WAIVERS ARE GIVEN IN ACCORDANCE WITH ALL APPLICABLE LAWS, INCLUDING BUT NOT LIMITED TO, NEVADA RULES OF PROFESSIONAL CONDUCT 1.7 AND 1.9.

Dated: 11/13, 2015

THE SSJ'S ISSUE TRUST

By Todd B. Jaksick
Todd B. Jaksick, Trustee

PRIMARY BENEFICIARIES:

Todd B. Jaksick
Todd B. Jaksick

Stanley S. Jaksick
Stanley S. Jaksick

Wendy Ann Jaksick
Wendy Ann Jaksick

Alexi Smrt
Alexi Smrt

SHE HAS NOT CONSULTED WITH SUCH INDEPENDENT LEGAL COUNSEL. HE OR SHE HAS VOLUNTARILY WAIVED THAT RIGHT AND OPPORTUNITY. THESE INFORMED CONSENTS AND WAIVERS ARE GIVEN IN ACCORDANCE WITH ALL APPLICABLE LAWS, INCLUDING BUT NOT LIMITED TO, NEVADA RULES OF PROFESSIONAL CONDUCT 1.7 AND 1.9.

Dated 11/13, 2013

THE SSJ'S ISSUE TRUST

By

TOBY E. JERSICK, Trustee

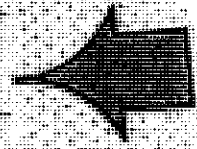
PRIMARY BENEFICIARIES

Toby E. Jersick

Stacey A. Jersick

Wendy Ann Jersick

Alan Smith



SHE HAS NOT CONSULTED WITH SUCH INDEPENDENT LEGAL COUNSEL, HE OR SHE HAS VOLUNTARILY WAIVED THAT RIGHT AND OPPORTUNITY. THESE INFORMED CONSENTS AND WAIVERS ARE GIVEN IN ACCORDANCE WITH ALL APPLICABLE LAWS, INCLUDING BUT NOT LIMITED TO, NEVADA RULES OF PROFESSIONAL CONDUCT 1.7 AND 1.9.

Dated: 11/13, 2013

THE SSI'S ISSUE TRUST

By: Todd R. Jankov
Todd R. Jankov, Trustee

PRIMARY BENEFICIARIES:

Todd R. Jankov
Todd R. Jankov

Shirley A. Jankov
Shirley A. Jankov

Wendy Ann Jankov
Wendy Ann Jankov

Alison Jankov
Alison Jankov

**CONTRIBUTION AND ISSUANCE AGREEMENT
(LLC INTEREST)**

This Contribution and Issuance Agreement ("Agreement") is effective as of 11/13, 2015, (the "Effective Date"), between Incline TSS Ltd, a Nevada limited liability company ("Company"), and Stanley S. Jaksick, Trustee of the Stanley S. Jaksick 2013 Revocable Trust dated July 18, 2013, ("Stanley"). Each person mentioned herein, is referred to individually as "Party" and collectively as "Parties".

Recitals:

A. Whereas, the Company Restated and Amended its Operating Agreement effective on March 17, 2014, and March 20, 2014 ("Operating Agreement"). A copy of the Operating Agreement is attached as Exhibit A and incorporated herein by reference. The Operating Agreement may be amended and the Company may admit new members at anytime by written consent of a majority of the members.

B. Whereas, Stanley wishes to obtain and Company will issue 17.02 Units of Class A membership interests representing an 17.02% interest in the Company to Stanley for the price of One million Five Hundred Thousand Dollars (\$1,500,000.00) subject to the terms herein ("Interest").

C. Whereas, Company acknowledges receipt of the Eighty Five Thousand Dollar (\$85,000.00) deposit by Stanley and Stanley shall deliver a secured note to Company for the balance of the purchase price in the sum of One Million Four Hundred Fifteen Thousand Dollars (\$1,415,000.00).

D. Whereas, Stanley's note will accrue at the simple rate of 3.45% annually to Company with the annual payments due on the dates and amounts described in the secured note dated 11/13, 2015, attached as Exhibit B and incorporated herein by reference.

E. Whereas, the Stanley shall deposit his Interest in a secured escrow pursuant to a Pledge Agreement and shall not to sell, transfer, assign, or encumber the Interest.

F. Whereas, Stanley acknowledges Company may vote at anytime to sell the Company property located at Incline Village, Nevada ("Property") without consent of the other members.

G. Whereas, Todd Jaksick is and will remain the sole Executive Committee manager of the Company.

NOW, THEREFORE, in consideration of the agreements, representations, and warranties contained in this Agreement and for good and valuable other consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Issuance of the Interest.

1.1 **Issuance.** The Company will issue to Stanley the Interest in the Company consisting of 17.02 Units of Class A Units in the Company. A copy of the Certificate of Membership is attached as Exhibit C.

1.2 Consideration. The following consideration shall represent payment to Company from Stanley in consideration of Stanley's obligations to Company described herein at Closing:

1.2.1 One Million Five Hundred Thousand Dollars (\$1,500,000.00) ("Purchase Price") shall be paid to the Company for the Interest in the Company less Stanley's prior deposit of Eighty Five Thousand Dollars (\$85,000.00) as of the Closing.

1.2.2 The balance of the Purchase Price in the sum of One Million Four Hundred Fifteen Thousand Dollars (\$1,415,000.00) shall be paid in annual installments of principal and interest with the first payment on January 1, 2016 and the 1st day of each year thereafter, as provided and represented by a secured promissory note ("Note") bearing the interest at the rate of 3.45% simple interest per annum. A copy of the Note is attached as **Exhibit B** and incorporated herein by reference.

2. Power of Attorney. Until Stanley pays for, in full, the Interest in the Company, Stanley hereby authorizes and appoints Company (or the Collateral Agent as the case may be), as Stanley's irrevocable and exclusive power of attorney and agent to file any and all necessary applications and documents and take any action necessary to protect the Interest. Stanley may vote said Interest until a default occurs, and Company may dispose of Stanley's Interest in a default.

3. Company Matters. Stanley represents, warrants and agrees:

3.1 Operating Agreement. The Articles, Operating Agreement and other documents, to the extent necessary, shall be amended to accomplish the objectives and purposes of this Agreement.

3.2 Confidential Matters; Disclosure. Stanley will keep confidential and will neither use nor disclose to others, except as may be required by law, any secret or confidential and related information of the Company; any trade secrets, including but not limited to, customer information, lists, financial information, technical information, commercial information, or any other proprietary information of any kind, directly or indirectly, related to the Company.

3.3 Property Rights. All data, information and records in whatever form and whatever medium, and any and all copies thereof, relating to the Company Property which Stanley may come into contact with or possess, shall be and remain the sole property of the Company.

3.4 Company Documents. Stanley shall abide by the terms of the Operating Agreement.

3.5 Management. Stanley agrees Todd Jaksick is and will be the sole Executive Committee manager of the Company.

4. Company Representations. On the Effective Date and as of the Closing, Company represents and warrants as follows:

4.1 Organization and Standing. The Company is duly organized and in good standing under the laws of the State of Nevada.

4.2 Authority; No Conflict. Provided the Company's lender consents to this transaction: (a) upon the execution and delivery by the Company of this Agreement, this Agreement will

constitute a legal, valid and binding obligation of and shall be enforceable against the Company in accordance with their respective terms; and (b) neither the execution and delivery of this Agreement will (with or without notice or lapse of time), cause a material breach or will result in a default of any provision of (1) the articles of organization of the Company or (2) any resolution adopted by the managers or the members of the Company or (3) any other agreement to which the Company is a party or maybe binding upon them.

4.3 **Certain Proceedings.** There is possible litigation which has been filed against Company or threatened against them that may have the effect of preventing, delaying, making it illegal or otherwise interfering with the execution and performance of this Agreement.

4.4 **Claims.** The Company has received no notice of any claims currently existing or threatened against Company.

4.5 **Title.** Provided Company's lender consents on the Effective Date and the date of the Closing, Company represents, warrants and covenants, to Company's actual knowledge, as follows: (1) Company has good and unconditional title to the Company Interest and Company has the legal right to transfer the Company's Interest; (2) there are no liens, mortgages, pledges, options, or encumbrances or any claims affecting the Company's Interest; (3) Company has the authority to transfer the Interest

5. **Indemnification.**

5.1 **Stanley.** Stanley shall defend and hold Company, its managers, trustees, officers, directors, members, agents, employees, stockholders, representatives, successors, heirs and assigns harmless of and from any and all claims, causes of action, losses, costs, expenses, liens, mortgages, deeds of trust, encumbrances or other damages or liabilities, and reasonable attorneys' fees or accounting fees, other professional fees suffered by them individually or collectively resulting from or arising out of or related to: (1) Stanley's ownership in, management, and/or operations of the Company (including, without limitation, any tax, gift or otherwise associated with this transaction) and (2) any breach by Stanley of his representations, warranties and covenants set forth in this Agreement.

5.2 **Company.** Company shall defend and hold Stanley, his trustees, officers, directors, members, agents, employees, stockholders, representatives, successors, heirs and assigns harmless of and from any and all claims, causes of action, losses, costs, expenses, liens, mortgages, deeds of trust, encumbrances or other damages or liabilities, and reasonable attorneys' fees or accounting fees, other professional fees suffered by them individually or collectively, arising and resulting from or arising out of or related to any breach by Company of its covenants set forth in this Agreement.

5.3 **Notices.** A Party or Parties shall assert any right to indemnification hereunder ("**Indemnified Party**") by furnishing to the other Party or Parties who have an obligation to indemnify hereunder ("**Indemnifying Party**"), a written notice (and list of charges, detailed by item) showing the nature of any covered claim, the date of the claim giving rise to such indemnification, a summary of any proceedings and an estimate of any loss, cost or expense to be incurred. In the event any covered claim shall be made upon the Parties to this Agreement from a third party (hereinafter referred to as a "**Third Party Claim**") which may reasonably give rise to an indemnity obligation hereunder, the Indemnified Party seeking indemnity shall, within ten (10) days thereafter, notify the Indemnifying Party of the existence, the specific facts and circumstances and (to the extent alleged or otherwise determinable) the estimated amount of such Third Party Claim. All such estimates shall not be interpreted as a limitation on the indemnification

obligation. If any lawsuit based on a covered claim is filed against a Party, the Party shall deliver copies of the summons and complaint to the other Party within ten (10) days of the date upon which it is so served.

5.4 Defense of Third Party Claims. The Indemnifying Party, without prejudice and with reservation of all rights, shall have the right (but not the obligation) to defend such Third Party Claim at its expense and such defense shall be conducted by legal counsel reasonably satisfactory to the Indemnifying Party, provided that the Indemnified Party, at Indemnified Party's expense, is entitled to participate separately in the defense of any such Third Party Claim.

5.5 Settlement of Third Party Claims. The Indemnifying Party shall, to the extent the Indemnifying Party is impacted, have the right to settle, compromise or satisfy any such Third Party Claim (whether or not the same has proceeded to litigation). In no event shall Indemnifying Party have the right to settle, compromise or satisfy any such Third Party Claim to the extent such settlement, compromise or satisfaction Indemnified Party's defense of a Third Party Claim unless Indemnified Party has otherwise consented in writing.

6. Approvals. In the event any third party consents or approvals including, without limitation, any lender or other persons is required, the parties shall use their reasonable best efforts, individually and collectively, to obtain such approvals.

7. Assignment. Stanley shall, on the Effective Date, assign and/or deliver or cause to be assigned or delivered to Company, Stanley's Interest in the Company.

8. Allocation of Income. Stanley and Company agree Stanley shall be a member of the Company during the term of this Agreement and Stanley shall be treated as a partner for tax purposes, provided the Company is taxed as a partnership under the Internal Revenue Code. The Company and Stanley, their respective successors and assigns represent, warrant and covenant (1) to take the necessary action to insure that the transfer of the Interest will not cause the termination of the Company for tax purposes and (2) to allocate all income and expenses of the Company to Stanley during the period in which Stanley is a member of the Company after the Closing Date. The Company may, as of the Closing Date, close the books for the purposes of determining the undistributable taxable income (as defined under Subchapter K of the Internal Revenue Code) of each of the members of the Company from the then current taxable year up to and including the Closing Date in order to determine the amount of undistributable taxable income allocable to Stanley by virtue of Stanley's interest in the Company. The Company may effectively close the taxable year of the Company on the Effective Date for the purpose of making the pro rata allocation of tax items provided, however, any cash in the Company's accounts shall not be allocated or distributed to Stanley. Only cash generated after the Closing Date may be distributed to Stanley, but only to the extent to Stanley tax liabilities resulting from Company's allocations of income to Stanley. Company's taxable income for any taxable year shall be based on the Company's federal income tax return for such year. The initial determination of taxable income shall be based on any such return as originally filed. If the Company's taxable income is subsequently adjusted upon audit (whether by agreement or court decision) or by a subsequent filing, the Company shall make the appropriate adjustment within thirty (30) days of any such filing, agreement or court decision and Company may make an additional payment to Stanley in the amount equal to the additional taxes or penalties attributable to the additional taxable income allocated thereunder. In the event any adjustment described above generates a refund to Stanley Company may retain such refund to the extent of any unpaid obligations of Stanley to the Company as provided hereunder. The Company shall give Stanley prompt written notice of any amended or other return, audit proposal, audit agreement or court decision.

9. **Closing.** The Closing of the transactions contemplated hereunder shall occur upon , but no later than _____, 2015 unless extended. The Closing date may be extended by written notice of Company to Stanley .

10. **Closing Conditions.**

10.1 **Stanley's Conditions.** Stanley 's obligation to acquire the Interest and pay the Purchase Price described in Section 1 is subject to the satisfaction, at or prior to the Closing of each of the following conditions (any of which may be waived only by Stanley in whole or in part):

1. Company's delivery of the Certificate of Interest in the Company.
2. Company's delivery of good title, free and clear of all liens except Company's lenders.
3. Company's representations, warranties and covenants of this Agreement are accurate as of the Closing Date.

10.2 **Company's Condition.** Company's obligation to issue to Stanley the Interest described in Section 1, above, is subject to the satisfaction, at or prior to the Closing of each of the following conditions (any of which may be waived by the Company in whole or in part):

1. Stanley 's delivery of sufficient funds to fully satisfy the Purchase Price; and
2. Stanley 's representations, warranties and covenants of this Agreement are accurate as of the Effective Date and at the Closing Date.
3. Stanley's complete and unconditional release of Company and its current managers and members, of any and all claims by Stanley.
4. Stanley's delivery of executed Note attached hereto and incorporated herein by reference.
5. Stanley's delivery of executed Pledge Agreement attached hereto and incorporated herein by reference.
6. Stanley's delivery of executed Assignment of the Interest to Company as collateral for the Note.
7. Stanley's delivery of executed Bank Guarantee.
8. Stanley's delivery of executed Operating Agreement Amendment attached hereto and incorporated herein by reference.

13. **Notices.** Any notices required or authorized to be given by this Agreement shall be in written form. Any notices required or authorized to be given by this Agreement shall be deemed to have been sufficiently given or served in written form if sent by registered or certified delivery, postage prepaid and return receipt requested, addressed to the property at the following addresses or such address as the Parties shall have designated to the other Party in accordance with this section. Notices so given shall be deemed to have been received by the addressee five (5) days from the date of mailing. Any notice required or authorized to be given by this Agreement shall be deemed to have been sufficiently given or served in written form if personally delivered to the proper Party or if sent by telecopy, telegraph or a wire service with the transmitting Party retaining a copy of the confirmation of successful transmission, then such notice shall be effective upon the date of receipt of by such Party:

Company: Incline TSS Ltd
500 Damonte Ranch Pkwy Suite 980
Reno, Nevada 89521

Stanley : Stanley S. Jaksick
500 Damonte Ranch Pkwy Suite 980
Reno, Nevada 89521

12. **Assignment.** The Parties hereunder may not assign the duties or obligations under this Agreement without the written consent of the other Party.

13. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

14. **Authority to Execute.** Each of the Parties hereby affirms and acknowledges that they have read and fully appreciate and understand the foregoing provisions of this Agreement and have conferred with their counsel prior to the execution of this Agreement and have executed this Agreement voluntarily and of their own free will and act and each represents that they have full and complete authority to execute this Agreement.

15. **Entire Agreement; Modification.** This Agreement supersedes all prior discussions and agreements between the Parties with respect to the subject matter of this Agreement or any matters related thereto and this Agreement contains the whole and entire agreement between the Parties. Any modifications of this Agreement must be in writing and signed by all Parties.

16. **Waiver.** Any term or condition of this Agreement may be waived at any time by the Party which is entitled to benefit thereof and such waiver shall be in writing. A waiver on one occasion shall not be deemed to be a waiver of the same or any breach on a future occasion.

17. **Release.** Stanley unconditionally and completely releases the Company and its managers, members, successors and assigns from any and all claims, known or unknown, contingent or otherwise on or before the Closing Date including, without limitation, Company's acquisition of the Property at Incline Village, Nevada.

18. **Further Assurance.** Each Party agrees to execute and deliver to the other Parties from time to time after the Closing, such further assignments, certificates, instruments or other documents, or things as may be reasonably necessary to give the full affect to this Agreement.

19. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws at the State of Nevada and any dispute (whether by arbitration, court action, mediation or otherwise) shall be commenced in Washoe County, State of Nevada.

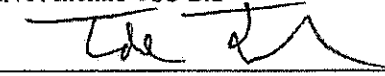
20. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and assignees.

21. **Survival.** The representation, warranties and covenants of the Parties herein shall survive the Closing of the transaction contemplated by this Agreement.


22. **Attorney Fees.** In the event of any action (including arbitration) or suit based upon or arising out of the alleged breach of any Party of a representation, warranty or a covenant in this Agreement, the prevailing Party shall be entitled to recover reasonable attorney's fees and other costs in such action or suit from the other Party, including fees and costs of appeal.

WHEREFORE, THIS AGREEMENT is executed as of the 13th day of NOVEMBER, 2015.

COMPANY: Incline TSS Ltd

By: 
Name: Todd Jaksick, Manager
Date: , 2015

BUYER: Stanley S. Jaksick 2013 Revocable
Trust dated July 18, 2013

By: 
Name: Stanley S. Jaksick, Trustee
Date: 11-13, 2015

EXHIBITS

Exhibit A	Restated and Amended Operating Agreement
Exhibit B	Secured Promissory Note
Exhibit C	Certificate of Membership
Exhibit D	Pledge and Security Agreement
Exhibit E	Stanley consent to Operating Agreement

EXHIBIT A
(Restated and Amended Operating Agreement)

**THIS SECOND AMENDMENT DATED MARCH 20, 2014 TO INCLINE TSS LTD AMENDED
AND RESTATED OPERATING AGREEMENT DATED MARCH 17, 2014 ("Agreement")
effective as of March 17, 2014, and is made and agreed to by the undersigned members as follows:**

A. 1.1 Definitions. Sections 1.1 are amended as follows:

•"Additional Capital Contribution" means, with respect to each Member, the Capital Contributions made by such Member pursuant to this Agreement as provided in Section 4.2 provided, further, the intent of this amendment is for Class A Unit Holders to make such Additional Capital Contributions prior to the Class B Unit Holders. In the event Units are transferred in accordance with the terms of the Agreement, the transferee shall succeed to the Contributions of the transferor to the extent they related to the transferred Units.

•"Class A Unit" means an ownership interest in the Company representing a Capital Contribution, including any and all benefits to which the holder of such Units may be entitled as provided in this Agreement, together with all obligations of such Member to comply with the terms and provisions of this Agreement.

•"Class B Unit" means an ownership interest in the Company similar to Class A Units provided, however, Class B Units shall receive a nonliquidating and liquidating priority distribution with respect to its Initial Capital Contribution until paid in full prior to any Class A Units distributions including, without limitation, the right of Class A Units to receive their priority distributions. Class B Units include such benefits as such Units may be entitled as provided in this Agreement, together with all obligations of such Member to comply with the terms and provisions of this Agreement. Except as otherwise provided by the Act or applicable law, Class B Unit Holders shall have voting rights on any matter and may participate in the Company's management and the Executive Committee provided, further, the SSJ Issue Trust Unit B Member shall have the exclusive right in its sole and absolute discretion, to require the Company to lease, sell, and determine the terms of any lease and/or sale (including its listing) of the Company property located in Incline Village Nevada at any time with ten (10) days prior written notice to the Company and its Members.

•"Units or Unit" means an ownership interest in the Company represented by Class A Units and Class B Units, respectively, as described on Schedule A.

•"Unit Holders" are the Members of the Company who have been issued Class A and B Units pursuant to this Agreement as described on Schedule A.

B. Section 5.4(a) is deleted in its entirety and amended as follows: Except as otherwise provided in this Agreement and subject to applicable law, the Executive Committee may from time to time make nonliquidating distributions of Available Funds after payment of Company expenses, as necessary, to the Members in the following order and priority less prior distributions:

5.4(a)(1)-First, the Class B Unit Holders shall receive a return of its entire Initial Capital Contribution without a Preferred Return.

5.4(a)(2)-Second, the Class A and Class B Unit Holders shall receive, until each of such Members has received aggregate distributions of Available Funds distributed pro rata pursuant to this

Section 5.4(a)(2) an amount equal to the sum of: (i) its outstanding Priority Additional Capital Contributions including Unit Members contribution to make up any Shortfall from other Unit members; and (ii) an amount necessary to provide a ten percent (10%) Preferred Return on such Priority Additional Capital Contributions taking into account any amounts theretofore distributed to such Members pursuant to the foregoing subsection (i). Said distributions made pursuant to this Section 5.4(a) shall be deemed to be made first with respect to the Preferred Return described in subsection (ii) above and then with respect to the Priority Additional Capital Contributions described in Subsection (i) above.

In the event a Unit A or Unit B Member elects to loan the funds to the Company in lieu of a Priority Additional Capital Contribution for a Non-Contributing Unit Member pursuant to Section 4.3, the unpaid balance of the loan amount plus simple interest at the rate of ten percent (10%), shall be paid first to the Contributing Unit Member with the same priority above before the Non-Contributing Unit Member receives its Section 5.4(a)(3) distribution. Nothing herein precludes any member, including Unit A or Unit B member making a loan to the Company at the current fair market rate of interest.

By way of example, if Member X has an outstanding unpaid Priority Additional Capital Contribution of Eighty Dollars (\$80.00) and an accumulated preferred return of Twenty Dollars (\$20.00) in the total sum of One Hundred Dollars (\$100.00), and Member Y has an outstanding unpaid Priority Additional Capital Contribution in the amount of Twenty Dollars (\$20.00), and an accumulated preferred return of Five Dollars (\$5.00) in the total sum of Twenty-Five Dollars (\$25.00) and if there is Eighty Dollars (\$80.00) in Available Funds, the Eighty Dollars (\$80.00) shall be distributed as follows: Member X will receive $100/125 = 80\%$ applied first to reimburse the accumulated preferred return amount of Twenty Dollars (\$20.00) and Member Y will receive $25/125 = 20\%$ to first reimburse Member B for its accumulated preferred return of Five Dollars (\$5.00). Any subsequent reimbursement of the Priority Additional Capital Contribution will be based on the same percentages (i.e., 80% and 20% respectively) until paid in full.

5.4(a)(3) Third, the amount of Available Funds shall be distributed to the Class A and B Unit Members pro rata (based on the relative aggregate amounts then distributable under this Section 5.4(a)(3) to such Members with outstanding Additional Capital Contributions until each of such Members has received its aggregate distributions from Available Funds pursuant to this Section 5.4(a)(3).

5.4(a)(4) Fourth, an amount of Available Funds shall be distributed pro rata to the Class A and B Unit Members have received aggregate distributions of Available Funds pursuant to this Section 5.4(a)(4) in an amount equal to the aggregate amount of any unpaid Initial Capital Contributions.

5.4(a)(5) Fifth, and thereafter, subject to the provisions of Section 4.3(a) above, the Available Funds shall be distributed to the Class A and Class B Unit Members in proportion to their respective Percentage Interest.

C. Section 5.4(b) is deleted in its entirety and amended as follows:

(b) Liquidating Distributions. During the liquidation of the Company, the Members will continue to share net profits and losses in the same proportions as before dissolution. In settling accounts after dissolution, the proceeds from the liquidation of the Company's assets will be applied and distributed, to the maximum extent permitted by law, in the following order:

(1) First, to creditors (including Members and Managers who are creditors, to the extent otherwise permitted by law) in satisfaction of all of the Company's debts and other liabilities (whether by payment or the making of reasonable provision for payment thereof),

(2) Second, Class B Unit Members equal to its (if any), Initial Capital Contribution less prior distributions until paid,

(3) Third, to the Class Unit A and Unit B Members as provided in Section 5.4(a)(2) until their Preferred Return of ten percent (10%) is satisfied and then their Priority Additional Capital Contributions including Unit Members contributions to make up any Shortfall for Non-Contributing Unit Members Capital Contributions less prior distributions until paid in full; and

(4) Fourth, to the Class A and B Unit Members as provided in Section 5.4(a)(3) until their Additional Capital Contributions less prior distributions have been repaid in full.

(5) Fifth, to the Class A and Class B Unit Members in accordance with positive Capital Account balances including their Initial Capital Contribution (to the extent any balance is not paid to Class B Unit Members paid under (2) above), taking into account all Capital Account adjustments for the Company's taxable year in which the liquidation occurs.

(6) Sixth, thereafter, to the Class A and Class B Members in accordance with their respective Percentage Interests.

5.5 Preferred Return will not be calculated on a cumulative basis but on a simple rate.

5.6 Provided, however, that no distribution shall be made pursuant to this Section that creates or increases an Adjusted Capital Account Deficit for any Unit Member which exceeds such Unit Member's obligation, deemed or actual, to restore such deficit. No Member who assigns or disposes of such Member's Membership Interest in violation of this Agreement shall be entitled to any distribution of any property or money except as otherwise provided in Article 9.

D. 6. Section 6 is amended as follows:

•Except as otherwise provided by the Act or applicable law, Class A and B Unit Holders retain voting rights on all matters and may participate in of the Company management and the Executive Committee. Notwithstanding anything herein to the contrary, SSJ Issue Trust Unit B Holder shall have the exclusive right to require the listing, lease, sale, and terms of any lease and/or sale of the Company property located in Incline Village Nevada at any time with ten (10) days prior written notice to the Company and its members. Each Executive Committee Member must be elected by at least Majority Vote or consent of all the Company's Members Unit A and B members.

E. Nothing herein precludes the Company (through majority vote or consent of the Executive Committee, or if at impasse, by majority vote of the Members) from issuing additional Units to existing members or new members and the existing members Unit interests may be diluted.

F. Except as herein amended the Restated Operating Agreement will remain in full force and effect. Any conflict in terms will be resolved in favor of this Amendment. The Parties previously Amended and Restated the Operating Agreement dated May 17, 2014, and incorporate the changes therein as though fully set forth herein.

Todd B. Jaksick Family Trust dated June 29, 2006



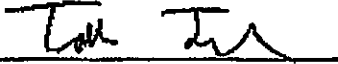
Todd B. Jaksick, Trustee
March 20, 2014

TBJ SC Trust dated June 17, 2005



Todd B. Jaksick, Trustee
March 20, 2014

SSJ Issue Trust dated June 17, 2005



Todd B. Jaksick, Trustee
March 20, 2014

Schedule A

Unit A Members/holders

- Todd B. Jaksick Family Trust (23%)
- TBJ SC Trust (23%)

Unit B Members/holders

- SSJ Issue Trust (54%)

**AMENDED AND RESTATED OPERATING AGREEMENT
OF
INCLINE TSS LTD
(March 17, 2014)**

THIS AMENDED AND RESTATED OPERATING AGREEMENT effective March 17, 2014 ("Agreement"), made and entered into by and among Incline TSS Ltd, a Nevada limited liability company ("Company"), Todd Jaksick as Trustee of the Todd B. Jaksick Family Trust dated June 29, 2006 ("Todd") and Todd B. Jaksick as Trustee for the TBJ SC Trust dated June 17, 2005 ("TBJ") and Todd B. Jaksick, Trustee for the SSJ Issue Trust dated June 17, 2005, each is individually referred to as a "Member" and collectively as "Members".

RECITALS

Whereas, on September 16, 2010, Incline TSS Ltd ("Company") was formed by filing Articles of Organization with the Secretary of State of Nevada by its Members who each received a Percentage Interest respectively in the Company.

Whereas, on September 16, 2010, by consent resolution, the Members unanimously adopted and ratified said Articles of Organization of the Company and the Operating Agreement dated September 16, 2010 ("Operating Agreement").

Whereas, on or about March 17, 2014, the SSJ Issue Trust became a new member of the Company and the members wish to amend the Operating Agreement. See Exhibit A attached for the Members revised Percentage Interest.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Members, intending to be legally bound, hereby agree that the Operating Agreement is as follows:

**ARTICLE 1
DEFINITIONS**

1.1 **Definitions.** In addition to the other terms and phrases defined elsewhere in this Agreement, the following terms and phrases shall have the meanings set forth below when used in this Agreement:

"Act" is defined as Nevada Limited Liability Company Act as amended.

"Additional Capital Contribution" means any Capital Contribution made by a Member other than the Initial Capital Contribution as provided in Section 4.2. Additional Capital Contributions are classified as Priority Additional Capital Contributions.

"Affiliate" means either: (a) with respect to an individual: (i) any other Person directly or indirectly Controlled by such individual; (ii) any biological, adopted or adoptive parent, grandparent, adult sibling, adult child, or adult grandchild, or the spouse, of such individual; (iii) any trust established for the benefit of such individual, for the benefit of any biological or adopted minor child or minor grandchild of such individual, or for the benefit of any other individual described in subsection (ii) above;

or (iv) the testamentary estate, executor, executrix, administrator, final representative, heir, or devisee of such individual; and (b) with respect to any Person that is other than an individual: (i) any other Person directly or indirectly controlling, controlled by, or under common control with such Person; (ii) any other Person owning or controlling 10% or more of the outstanding voting interests in such Person; (iii) any officer, director, general partner, manager, or managing member of such Person; or (iv) any other Person

that is an officer, director, general partner, manager, managing member, or holder of 10% or more of the voting interests of any other Person described in subsections (i) through (iii) above.

"Agreement" means this Operating Agreement as it may be amended from time to time in accordance with Section 15.13.

"Available Funds" For any fiscal period, without duplication, the aggregate dollar amount of (a) the Company's Net Cash Flow; plus (b) cash proceeds from any disposition of the Company's property, refinancing of Company indebtedness, insured casualty, or condemnation, in any case, net of all related costs and expenses; minus (c) all payments made by the Company as permitted by this Agreement which were not deducted from gross revenues in the computation of Net Cash Flow, and (d) any amounts that the Executive Committee determines to set aside for the purposes of the Company.

"Budget" means, collectively, the operating budget and the capital budget (if any), as the same are approved by the Executive Committee and in effect from time to time.

"Business Day" means, any day other than a Saturday, Sunday, or day on which national banks in Nevada are closed.

"Capital Account" is defined in Section 4.4.

"Capital Budget" means the budget covering the Company's anticipated capital expenses, as approved by the Executive Committee and in effect from time to time (if any), including the amount(s) and due dates of any Additional Capital Contributions required to be made by the Members to the Company during such fiscal year to meet such capital expenses.

"Capital Contribution" means, with respect to any Member, the Initial Capital Contribution and any Additional Capital Contribution required or permitted to be made by such Member to the Company pursuant to this Agreement as described in Section 4.

"Code" means the Internal Revenue Code of 1986, as amended.

"Company Property" means the cash and/or property of the Company.

"Control" (including the terms "control", "controlling", "controlled by" and "under common control with") means the possession, directly or indirectly, by voting securities, contract or otherwise (including, but not limited to, through an Affiliate), of the power to vote ten percent (10%) or more of the outstanding voting securities in a Person.

"Executive Committee" is defined in Section 6.1.

"GAAP" means generally accepted accounting principles consistently applied in the United States of America.

"Initial Capital Contributions" means, with respect to any Member, any capital contribution made by such Member pursuant to Section 4.1.

"Interest" means with respect to any Member at any time, the interest of such Member in the Company at such time, including, but not limited to: (a) the right of such Member to any and all of the benefits to which such Member may be entitled as provided in this Agreement; and (b) the obligations of such Member to comply with all of the terms and provisions of this Agreement.

"Liquidating Member" means the Member designated as such by the Executive Committee, *provided, however*, that any Member that causes the dissolution of the Company under Section 12.1 (e) or whose action gives rise to the dissolution of the Company pursuant to Section 11.1(e), shall not serve as the Liquidating Member.

"Member" means only the Members described on Exhibit "A", or any other Person admitted as a member of the Company in accordance with this Agreement in such Person's capacity as a member of the Company.

"Net Cash Flow" For any period, the gross revenues of the Company from any source other than sale proceeds, refinancing proceeds, condemnation proceeds, or insured casualty, for the subject period, minus, without duplication, and, only to the extent incurred or expended in accordance with the applicable provisions of this Agreement, all operating expenses, debt service, capital expenditures, and reserves (including reserves for working capital and for the payment of current liabilities and obligations (including operating expenses)) determined by the Executive Committee.

"Operating Budget" means the budget covering the Company's anticipated operations, as approved by the Executive Committee and in effect from time to time (if any), including any debt service payments to Company's lender(s) for each fiscal year in question, including the amounts and due dates of any Additional Capital Contributions required to be made by the Members to the Company during such fiscal year to meet such non-capital costs and expenses.

"Operating Plan" means the strategic and comprehensive operating plan (if any) as approved by the Executive Committee (if and only if the Executive Committee determines in their sole and absolute discretion to prepare such Operating Plan), and in effect from time to time, which Operating Plan may contain, at a minimum: (a) an overview of the status of the Company Property as of the date of such operating plan; (b) recommended strategies for enhancing the value or repositioning the Company; (c) to the extent that the Executive Committee considers the same to then be appropriate, recommendations regarding: (i) the sale or other disposition of any or all of the Company Property; (ii) the increase or decrease of the insurance carried by, or on behalf of, the Company.

"Percentage Interest" means the Percentage Interests described on Exhibit A; provided the foregoing may be adjusted pursuant to the terms of this Agreement.

"Person" means any individual, partnership, corporation, limited liability company, trust or other entity.

"Property" means the property owned by the Company

"Priority Additional Capital Contribution" means Additional Capital Contribution made

EXHIBIT 10.b

EXHIBIT 10.b

EXHIBIT 10.b

by the Contributing Members to fund Shortfalls which will be entitled to a ten percent (10%) preferred return as provided in Section 4.3 and this Agreement.

"Reasonable Period" means, with respect to any defaulting Member, a period of ten (10) calendar days after such defaulting Member receives written notice of its default from a non-defaulting Member, *provided, however*, that, if such breach is susceptible of cure, but cannot reasonably be cured within such ten (10) day period, then such period shall continue for a maximum of up to thirty (30) calendar days from the defaulting Member's receipt of such notice of default, so long as such defaulting Member commences to cure the breach within such ten (10) day period and continues diligently to prosecute the cure to completion. However, the term "Reasonable Period" shall not be applicable to, and shall not be construed or implied to apply to, any default relating to a Member's failure to make Additional Capital Contributions pursuant to Section 4.2.

"Transfer" is defined in Section 9.1.

1.2 Use of Accounting Terms. Each accounting term used, but not defined, in this Agreement shall have the meaning ascribed to it in accordance with GAAP.

1.3 Exhibits, Etc. References to an **"Exhibit"** are, unless otherwise specified, to one of the Exhibits attached to this Agreement, and references to an **"Article"** or a **"Section"** are, unless otherwise specified, to one of the Articles or Sections of this Agreement. Each Exhibit attached hereto and referred to in this Agreement is hereby incorporated herein by reference.

ARTICLE 2 **Organization**

2.1 Formation. The Company was formed by filing its Articles of Organization ("Articles") on September 16, 2010, and has been duly qualified to conduct business in the State of Nevada. The parties hereby ratify and adopt, in all respects, the execution and filing of the Articles of Organization.

2.2 Purpose. The purpose of the Company shall be conduct all legal activities including, without limitation, any actions reasonably necessary and incidental to accomplishment of the foregoing. The Company may engage in any other business or activity with approval of the Executive Committee without the approval of each of the Members unless as otherwise provided herein.

2.3 Name. The name of the Company is Incline TSS Ltd. The Executive Committee may change the name of the Company, or adopt such trade or fictitious names for use by the Company, as the Executive Committee may from time to time determine. All business of the Company shall be conducted under such name(s), and title to all Company Property shall be held in the name of the Company.

2.4 Principal Place of Business. The principal place of business and office of the Company shall be located at 500 Damonte Ranch Pkwy Ste 980, Reno, Nevada, or at such other place or places as the Executive Committee may from time to time designate.

2.5 Term. The term of the Company commenced on the date of the filing of the Articles pursuant to the Act and shall continue in perpetuity unless sooner terminated or extended pursuant to the provisions of this Agreement.

2.6 Registered Agent. The Company's registered agent for service of process required to be maintained pursuant to the Act shall be Todd B. Jaksick and the address of the Company's registered agent in the State of Nevada shall be 500 Damonte Ranch Pkwy Ste 980, Reno, Nevada 89521. Such agent and such office may be changed from time to time by the Executive Committee.

ARTICLE 3 Members

3.1 Admission of Members. Members are each hereby admitted as a member of the Company, and shall be shown as such on the books and records of the Company. Except as expressly permitted by this Agreement, no other Person shall be admitted as a Member of the Company without the approval of the Executive Committee as provided in Section 9 and at least fifty-one percent (51%) vote or consent of all the Members.

3.2 Limitation on Liability. The debts, obligations and liabilities of the Company (whether arising in contract, tort, or otherwise) shall be solely the debts, obligations and liabilities of the Company, and no Member shall be obligated personally for any such debt, obligation, or liability solely by reason of being a member of the Company. The liability of each Member shall be limited to the amount of Capital Contributions required to be made by such Member in accordance with the provisions of this Agreement, but only when and to the extent that the same shall become due pursuant to the provisions of this Agreement. Nothing contained in this Section 3.2 shall limit, affect, or impair any provision in this Agreement to the contrary, including Article 4, or any agreement, guaranty, or other document entered into by, between, among, or in favor of any of the Members or their respective Affiliates.

3.3 Withdrawal of Members. Except as otherwise specifically provided in this Agreement, no Member may withdraw or resign from the Company without the prior Majority Vote or written consent of the Executive Committee and at least fifty one percent (51%) vote or consent of all of the Members. In the event that any Member withdraws or resigns from the Company in contravention of this Agreement, such action shall be considered a default pursuant to Article 12 and the same shall not affect such Member's liability hereunder or, to the extent provided in the Act, for the obligations of the Company. No such withdrawal or resignation shall constitute, or afford any Member the right to cause, the dissolution of the Company, except as otherwise provided in Article 11.

ARTICLE 4 Capital

4.1 Initial Capital Contributions. The Members have contributed cash and/or booked up their Capital Accounts (the "*Initial Capital Contributions*") to the capital of the Company (based upon their relative Percentage Interests) as provided in Exhibit A.

4.2 Additional Capital Contributions. The Members may make the Additional Capital Contributions to the Company. All Additional Capital Contributions shall be made as approved by the Executive Committee. If, at any time or from time to time after all of the Initial Capital Contributions have been made or additional funds may be required to meet the obligations or needs of the Company (including, but not limited to, its obligations to pay operating expenses, and/or operating cash flow deficits and/or to establish or augment any reserve, then the Executive Committee may (but shall not be obligated to) require that the Members make a further capital contributions ("*Additional Capital Contribution*") in the amount of such additional funds as may be required for such needs or obligations of the Company (a "*Shortfall*"). If so required by the Executive Committee, each Member shall, not later

than twenty (20) calendar days thereafter, contribute its pro rata share (based upon the Percentage Interests of the Members as adjusted) of the amount of the applicable Shortfall. In lieu of requiring the Members to make Additional Capital Contributions, the Executive Committee may cause the Company to obtain funds to cover any Shortfall through loans on terms approved by the majority of the Executive Committee (including loans from any Member or its Affiliates to the Company, with each Member or its Affiliates having the opportunity to participate in making any such loan on a pro rata basis). The Executive Committee may, at any time, establish an operating budget and/or capital budget to fund Company expenses and obligations and request Additional Capital Contributions irrespective of whether the Company received cash contributions described as Initial Capital Contributions.

4.3 Failure to Make Additional Capital Contributions. If any of the Members (the "*Non-Contributing Member*") fails to make any Additional Capital Contribution (or any portion thereof) to cover the Shortfall within the twenty (20) day time period therefore, and the other Members (the "*Contributing Member*") have made their respective Capital Contribution to cover the Shortfall, then the Executive Committee and/or Contributing Member may cause the following actions to be taken (either sequentially or simultaneously, and, if sequentially, in any order) by delivery of notice to such effect to the Contributing Member and to the Non-Contributing Member:

(a) **Contribution.** The Contributing Member shall have the option (but not the obligation), in its sole discretion, to contribute additional capital ("*Priority Additional Capital Contribution*") to the Company in an amount equal to the amount of the Additional Capital Contribution that the Non-Contributing Member failed to make. Upon making such Priority Additional Capital Contribution, the Contributing Member shall notify the Non-Contributing Member in writing of the fact and amount of the contribution, whereupon the Contributing Member shall be entitled to receive a preferential return of ten percent (10%) on such Priority Additional Capital Contribution (prior to any distributions to the Non-Contributing Member as provided in Section 5.4 with respect to such Priority Additional Capital Contribution made by the Contributing Member. Priority Additional Capital Contributions made by the Contributing Member to cover the Non-Contributing Member's pro rata share of the Shortfall subject to a ten percent (10%) preferential return on such Priority Additional Capital Contributions will apply when a Non-Contributing Member fails to make its pro rata share of an Additional Capital Contribution to cover a Shortfall as approved by the Executive Committee. Priority Additional Capital Contributions made by a Contributing Member (including a preferential return of ten percent (10%) on the Priority Additional Capital Contributions), shall be returned and paid to the Contributing Member prior to any distributions to the Non-Contributing Member as provided in Section 5.4.

(b) **Loan.** Alternatively if the Non-Contributing Member fails to contribute the foregoing amount to the Company within such twenty (20) day period to cover its' pro rata share of the Shortfall, then the Contributing Member shall have the right to be exercised (if at all) to loan the same amount to cover the Shortfall to the Company in lieu of a Priority Additional Capital Contribution which shall bear interest at the rate of ten percent (10%) per annum until paid. The Contributing Member's loan shall be treated as a Member loan to the Company and repaid to the Members making the loans before the Non-Contributing Member shall receive any distribution as provided in Section 5.4. In the event the Contributing Member elects to make a loan to cover the Shortfall in lieu of a Priority Additional Contribution as provided herein, the Contributing Member may elect to secure the loan by a deed of trust recorded against the property held by the Company. The Company is authorized to execute a promissory note in favor of the Contributing Member and a deed of trust securing such Member's loan to the Company, including the ten percent (10%) interest per annum until paid. The Non-Contributing Member

shall have no rights to vote or otherwise manage the Company until said loan is paid off in full by the Company.

(c) **Default.** Failure of a Member to make its Additional Capital Contribution as required in Article 4 hereof, which may require the other Member to cover such Shortfall (by contribution or loan as the case may be), shall not be deemed an Event of Default as provided in Article 12, provided further, however, such Member may not vote on any matter as provided in Article 12.1.

(d) **Distributions.** The Non-Contributing Member shall not be entitled to any distributions of Available Funds to be made until after the preferred return (or interest on any Member loan) is repaid first at ten percent (10%) per annum and then the Priority Additional Capital Contribution (or loan as the case may be) is repaid to the Contributing Member as provided in Section 5.4 are paid in full.

(e) **Executive Committee: Power of Attorney.** Each Member acknowledges and agrees that the other Members would not be entering in this Agreement were it not for the Members agreeing to make the Capital Contributions provided for in Sections 4.1 and 4.2 above, and agreeing to the remedy provisions set forth above in this Section 4.3. Each Member acknowledges and agrees that, in the event any Member fails to make its Additional Capital Contributions pursuant to this Agreement, the other Members will suffer substantial damages, and the remedy provisions set forth above are fair, just and equitable in all respects and administratively superior to any other method for determining such damages. Each Member hereby irrevocably constitutes and appoints the Executive Committee as its true and lawful attorney-in-fact, in its name, place and stead to make, execute, consent to, swear to, acknowledge, deliver, record and file such conveyances, agreements, instruments, or other documents that may be necessary, in the sole and absolute discretion of the Executive Committee, to confirm and render fully effective the remedy provisions set forth above (including, but not limited to, any assignment of a portion of its Percentage Interest and any amendments to this Agreement). It is expressly understood, intended and agreed by each of the Members, for itself its administrators, legal representatives, successors and assigns, that the grant of this power of attorney is irrevocable and coupled with an interest. The grant of this power of attorney shall survive the death, legal incompetence, disability, bankruptcy, retirement, resignation or withdrawal of any Member, or of the beneficial owners of any Member, or the assignment of its or their interests in the Company or in such Member, as the case may be.

4.4 **Capital Accounts.** A separate capital account (a "Capital Account") shall be maintained for each Member in accordance with Treasury Regulation Section 1.704-1(b)(2)(iv). Consistent therewith, the Capital Account of each Member shall be determined and adjusted as follows:

(a) **Credits.** Each Member's Capital Account will be credited with: (i) all cash contributions plus fair market value of any property contributed in-kind (net of any liabilities to which the property is subject or assumed by the Company) made by such Member to the capital of the Company; (ii) the Member's distributive share of Net Profit, items thereof and items of income and gain specially allocated to such Member pursuant to Section 5; and (iii) any other increases required by Treasury Regulation Section 1.704-1(b)(2)(iv); and

(b) **Debits.** Each Member's Capital Account will be debited with: (i) any cash distributions made by the Company to such Member, plus the fair market value of any property distributed in kind to such Member (net of any liabilities to which such property is subject or that are assumed by such Member); (ii) the Member's distributive share of

Net Loss, items thereof and deductions or losses specially allocated to such Member pursuant to Section 5; and (iii) any other decreases required by Treasury Regulation Section 1.704-1(b)(2)(iv).

The provisions of this Section 4.4 relating to the maintenance of Capital Accounts have been included in this Agreement in order to comply with Section 704(b) of the Code and the Treasury Regulations promulgated thereunder, and will be interpreted and applied in a manner consistent with those provisions.

(c) **Restated Capital Accounts.** The Company will pursuant to Code §704(b) and the Regulations thereunder, restate the Capital Accounts to reflect the fair market value of the Company's property (i) in connection with a contribution or distribution of money or other property (other than a de minimis amount) as consideration for the acquisition or disposition of a Percentage Interest, (ii) in connection with the liquidation of the Company or a distribution of money or other property (other than a de minimis amount) by the Company to a retiring or continuing Member as consideration for an interest in the Company, (iii) in connection with the grant of an Interest in the Company (other than a de minimis interest) as consideration for the provision of services to or for the benefit of the Company by an existing Member acting in a Member capacity or by a new Member acting in a Member capacity or anticipation of being a Member or (iv) under general accepted accounting practices providing substantially all of the Company's property (excluding money) consists of stock, securities, commodities, options, warrants, futures or other similar instruments that are readily tradeable on an established securities market in accordance with Reg §1.704-1(b)(2)(iv)(f).

4.5 No Obligation to Contribute Capital; Restore Negative Capital Account. Except as expressly provided in this Agreement and with at least fifty-one percent (51%) vote of or prior written consent of all the Members, no Member shall be required or entitled to contribute any other or further capital to the Company, nor shall any Member be required to loan any funds to the Company. No Member shall have any obligation to restore any negative balance in its Capital Account upon the liquidation or dissolution of the Company or otherwise.

ARTICLE 5 Allocations and Distributions

5.1 Purpose and Intent. The intent and purpose of Article 5 is to keep the Members Capital Accounts at levels targeted to ensure the economic and business arrangement of the Members on liquidation. In effect, the distribution provisions will define how such proceeds and items will be allocated amongst the Members and income and losses will be allocated so as to cause the Capital Accounts to match these amounts. As a result, income and loss for each year will be allocated to cause each Member's Capital Account balance to be equal to the amount that such Member would be entitled to receive if the Company were to liquidate at the end of such year. All profits, losses, including gains and losses shall be allocated amongst the Members so the Capital Accounts of the Members shall, as nearly as possible, reflect this economic arrangement and to cause the Member's Capital Account to equal the amount which such Member is entitled to receive on liquidation based on the economic arrangement described above. The Company's accountant is authorized to adjust the Capital Accounts accordingly with such allocations to match the economic arrangement. The Members intend that the tax allocation provisions of this Article 5, produce, to the extent possible, final Capital Account balances of the Members that will permit the liquidating distributions that are made in accordance with final Capital

Account balances under Section 5.4 herein to be made (after Company debts have been paid, including interest thereon, including unpaid loans and interest thereon owed to Members and all preferred returns and Priority Additional Capital Contributions have been paid to such Members), in a manner which is in accordance with the distribution priorities set forth in Section 5.4. To the extent the tax allocation provisions of this Article 5 fail to produce such final Capital Account balances (i) such provisions may be amended by the Executive Committee if and to the extent necessary to produce such result, and (ii) taxable income and taxable loss of the Company for prior open years (or items of gross income in deduction of the Company for such years), may be reallocated by the Executive Committee among the Members to the extent it is not possible to achieve such result from allocations of items of income (including gross income) and deduction for the current year and in future years. Section 5.1 shall control, notwithstanding any reallocation or adjustment of taxable income, taxable loss or items thereof by the Internal Revenue Service or any other taxing authority. The Executive Committee shall have the power to amend this Agreement without further consent as it reasonably considers advisable to make the allocations and adjustments described in this Section 5.1. To the extent that the allocation and adjustment described in this Section 5.1 results in a reduction in distributions that a Member will receive under this Agreement when compared to the amount of distribution such Member would receive if all such distributions were made pursuant to the order of priority set forth in Section 5.4, the Company may make a guaranteed payment to such Member (to be made at the time such Member would otherwise receive the distributions that have been reduced) to the extent such payment does not violate the requirements of Code §704(b) or the Executive Committee may take such other action as reasonably determined to offset such reduction. If, for any reason, the Executive Committee is at impasse, then by majority vote of all the Members, the Members may make such decisions.

5.2 Allocations

5.2.1 Allocations of Net Profits. Except as may be required by Section 5.3, to determine Capital Account balances, Net Profits and other items of income and gain should be allocated among the Members prior to reducing the Capital Accounts by distributions in the following order of priority:

(a) First, to the Members in proportion to, and to the extent of, any deficit balances in their respective Capital Accounts until all such Capital Accounts have been restored to zero;

(b) Second, after giving effect to the allocations made pursuant to Section 5.2.1(a) among the Members as necessary to cause the Capital Account balance of each Member to at least equal the sum (i) such Member's unpaid Priority Additional Capital Contributions plus (ii) such Member's unpaid cumulative preferred return (the sum of the amounts in clauses (i) and (ii) for each Member is such Member's "Total Preference Amount";

(c) Third, after giving effect to the allocations made pursuant to Section 5.2.1(a) and (b) among the Members as necessary to cause the Capital Account Balance of each Member to at least equal the sum of such Member's unpaid Additional Capital Contributions.

(d) Fourth, after giving effect to the allocations made pursuant to Sections 5.2.1(a), 5.2.1(b) and 5.2.1(c), among the Members as necessary to cause the Capital Account balance of each Member to at least equal such Member's Initial Capital Contribution;

(e) Fifth, after giving effect to the allocations made pursuant to Sections 5.2.1(a) through 5.2.1(d) among the Members as necessary to cause each Member's Capital Account balance to be in proportion to the Member's then respective Percentage Interest.

The intent is to allocate Net Profits and other income to the extent the Members Capital Account balance is less than the Total Preference Amount to allocate such income until the Members Capital Account balance is equal to the Total Preference Amount; second, to allocate Net Profit as described above, to the Members Capital Account until the Capital Account balance is equal to the Additional Capital Contributions, then the Initial Capital Contribution described on Exhibit A and third, to be in proportion to the Members then respective Percentage Interest.

5.2.2 Allocations of Net Losses. Except as may be required by Section 5.3 to determine Capital Account balances, Net Losses and other items of deduction and loss should be allocated among the Members prior to reducing the Capital Accounts by distributions in the following priority:

(a) First, among the Members if the Member's Capital Account balance is more than the Total Preference Amount, as necessary to cause each Member's Capital Account Balance to equal such Member's Total Preference Amount;

(b) Second, after giving effect to the allocations in Section 5.2.2(a) among the Members, if the Member's Capital Account Balance is more than the Member's Additional Capital Contributions, as necessary to cause the Capital Account Balance of each Member to equal such Member's Additional Capital Contribution amount.

(c) Third, after giving effect to the allocations made pursuant to Section 5.2.2(a) and (b) among the Members if the Member's Capital Account balance is more than the Member's Initial Capital Contribution as necessary to cause the Capital Account balance of each Member to equal such Member's Initial Capital Contribution;

(d) Fourth, after giving effect to the allocations made pursuant to Section 5.2.2(a) through 5.2.2(c) among the Members as necessary to cause the Capital Account balance of each Member to equal zero; and

(e) Thereafter, among the Members in proportion to their then respective Percentage Interests.

5.2.3 Minimum Gain. For purposes of applying Section 5.2 above at the close of any period, a Member's Capital Account balance shall be deemed to be increased by such Member's share of Company Minimum Gain and Member's non-recourse debt minimum gain remaining at the close of such period as determined pursuant to the Regulations under Code §704(b) and except as otherwise provided in Article 5, an allocation of Company's taxable income or taxable loss to a Member shall be treated as an allocation to such Member of the same share of each item of income, gain, loss and deduction that has been taken into account in computing such Company taxable income or taxable loss.

5.3 Tax Distributions. Subject to the reasonable needs of the Company for working capital and other reasonably expected requirements of the Company, at least annually, the Executive Committee may consider a distribution equal to the reasonably estimated tax liability of the Members arising from any allocation of profits or gains to the Members, using a single tax rate for all Members.

5.4 Distributions

(a) **Non-Liquidating Distributions**. Subject to any restrictions imposed by the Lender, Available Funds shall be distributed as follows:

(1) **Priority Additional Capital Contributions/Loans**. First, an amount of such Available Funds shall be distributed pro rata (based upon the relative aggregate amounts then distributable under this Section 5.4(a)(1)) to the Members with outstanding Priority Additional Capital Contributions until each of such Members has received aggregate distributions of Available Funds pursuant to this Section 5.4(a)(1) in an amount equal to the sum of: (i) its outstanding Priority Additional Capital Contributions; and (ii) an amount necessary to provide a ten percent (10%) Preferred Return on such Priority Additional Capital Contributions taking into account any amounts theretofore distributed to such Members pursuant to the foregoing subsection (1), which distributions made pursuant to this Section 5.4(a) shall be deemed to be made first with respect to the Preferred Return described in subsection (ii) above and then with respect to the Priority Additional Capital Contributions described in Subsection (i) above.

In the event a Contributing Member elects to loan the funds to the Company in lieu of a Priority Additional Capital Contribution for the Non-Contributing Member pursuant to Section 4.3, the unpaid balance of the loan amount plus interest at the rate of ten percent (10%), shall be paid first to the Contributing Member with the same priority above before the Non-Contributing Member receives its Section 5.4(a)(2) distribution.

By way of example, if Member A has an outstanding unpaid Priority Additional Capital Contribution of Eighty Dollars (\$80.00) and an accumulated preferred return of Twenty Dollars (\$20.00) in the total sum of One Hundred Dollars (\$100.00), and Member B has an outstanding unpaid Priority Additional Capital Contribution in the amount of Twenty Dollars (\$20.00), and an accumulated preferred return of Five Dollars (\$5.00) in the total sum of Twenty-Five Dollars (\$25.00) and there is Eighty Dollars (\$80.00) in Available Funds, the Eighty Dollars (\$80.00) shall be distributed as follows: Member A will receive $100/125 = 80\%$ applied first to reimburse the accumulated preferred return amount of Twenty Dollars (\$20.00) and Member B will receive $25/125 = 20\%$ to be reimburse Member B for its accumulated preferred return of Five Dollars (\$5.00). Thereafter, Available Funds (if any) will payoff the Priority Additional Capital Contribution based on the same percentages (i.e., 80% and 20% respectively).

(2) **Additional Capital Contributions**. Second, the amount of Available Funds shall be distributed to the Members pro rata (based on the relative aggregate amounts then distributable under this Section 5.4(a)(2)) to the Members with outstanding Additional Capital Contributions until each of such Members has received aggregate distributions of Net Cash Flow pursuant to this Section 5.4(a)(2).

(3) **Initial Capital Contributions**. Third, an amount of such Available Funds shall be distributed to the Members in proportion to their respective Percentage Interests, until the Members have received aggregate distributions of Net Cash Flow pursuant to this Section 5.4(a)(3) in an amount equal to the aggregate amount of any Initial Capital Contributions made thereby.

(4) **Percentage Interest**. Fourth, and thereafter, subject to the provisions of Section 4.3(a) above, the Available Funds shall be distributed to the Members in proportion to their respective Percentage Interest.

(b) Liquidating Distributions. Any Distributions to be made upon dissolution and winding up of the Company Available Funds shall be distributed as follows:

(1) Member Loans. First, to creditors with valid legal claims, including Members who are creditors, including, without limitation, any Member loans to the extent provided herein, in satisfaction of Company Liabilities;

(2) Priority Additional Capital Contributions. Second, to the Members as provided in Section 5.4(a)(1) until their preferred returns and Priority Additional Capital Contributions have been repaid in full; and

(3) Additional Capital Contribution. Third, to the Members as provided in Section 5.4(a)(2) until their Additional Capital Contributions have been repaid in full.

(4) Initial Capital Contribution. Fourth, to the Members in accordance with positive Capital Account balances including their Initial Capital Contribution taking into account all Capital Account adjustments for the Company's taxable year in which the liquidation occurs.

(5) Percentage Interest. Thereafter, to the Members in accordance with their respective Percentage Interests.

5.5 Limitations on Distributions. No Member who assigns or disposes of such Member's Membership Interest in violation of this Agreement shall be entitled to any distribution of any property or money except as otherwise provided in Article 9.

ARTICLE 6 Management

6.1 Management. Except as otherwise specifically provided in this Agreement, the business and affairs of the Company shall be vested in, and controlled by and through, a committee of persons appointed in writing pursuant to Section 6.2 (the "Executive Committee"). The Executive Committee shall have the responsibility for establishing the policies and operating procedures with respect to the business and affairs of the Company, as well as for making all decisions as to all Company matters including, without limitation, all decisions that, by the express terms of this Agreement, may require the approval of the Members, as fully as if the Members were themselves making such decisions in lieu thereof. The Executive Committee's authority and power shall be complete and comprehensive and include without limitation, the power to borrow money, accept property (by transfer or otherwise) subject to liens and debts of third parties, and transfer Company property with or without consideration. All decisions made with respect to the management and control of the Company and approved by the majority vote of the Executive Committee shall be binding upon the Company and all of the Members. Any documents, instruments, or agreements approved and executed by the Executive Committee shall, for all purposes hereof, be deemed to have been approved by the Members. In the event the Executive Committee members are unable to agree unanimously in the event there are only two members of the Executive Committee or by majority vote in the event there are more than two members of the Executive Committee for any reason, impasse or otherwise, then the Executive Committee shall solicit the vote or consent of the Members and a majority vote or consent of all the Members shall constitute the direction and the decision of the business and affairs of the Company as though said decision was made by the Executive Committee at which a quorum was present.

6.2 Appointment of Members of the Executive Committee. Each Executive Committee member shall be appointed by Majority Vote of all the Members. Such Executive Committee members may, by Majority Vote or by majority written consent and notice to the other Members, designate an individual to serve as an alternate for the member of the Executive Committee and may remove any person appointed by a Member and appoint a substitute therefor. Any person appointed to or removed by the Executive Committee (and any alternate member of the Executive Committee) must be approved by Majority Vote or majority consent of all the Company Members. If an Executive Member dies, then the substitute Executive Committee member will be appointed by majority vote of all the Company Members.

6.3 Meetings of the Executive Committee. Regular meetings of the Executive Committee shall be held at such times and places as shall be designated, from time to time, by resolution thereof; provided, however, that: (a) the Executive Committee shall meet no less frequently than once annually; and (b) such regular meetings of the Executive Committee shall be held as often as is necessary or desirable in order to carry out its management functions.

Special meetings of the Executive Committee may be called by, or at the request of, any Executive Committee Member. The person or persons authorized to call the special meeting of the Executive Committee may fix any reasonable place as the place for holding such meeting.

6.4 Notice of Meeting. Notice of any meeting of the Executive Committee may be given no less than one (1) day, but no more than ten (10) days, prior to the date of the meeting whenever possible. Notices shall be delivered in the manner set forth in Section 15.3. The attendance of a member of the Executive Committee at a meeting thereof shall constitute a waiver of notice with respect to such meeting, except where a member of the Executive Committee attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not properly called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Executive Committee need be specified in the notice or waiver of notice of such meeting.

6.5 Quorum for Meeting. A majority in number of the members of the Executive Committee shall constitute a quorum for the transaction of business at any meeting of the Executive Committee, provided that, if less than a quorum is present at any meeting, the members of the Executive Committee present may adjourn the meeting at any time without further notice. The members of the Executive Committee may participate in, and act at, meetings of the Executive Committee through the use of a conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such manner shall constitute attendance in person at the meeting of the person or persons so participating.

6.6 Acts of the Executive Committee. The act of a majority of the members of the Executive Committee shall be the act of the Executive Committee. Additionally, any action required to be taken at a meeting of the Executive Committee, or any action that may be taken at a meeting thereof, may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by a majority in number of the members of the Executive Committee entitled to vote with respect to the subject matter thereof. Any such consent, signed by a majority in number of the members of the Executive Committee, shall be the same effect as an act of a majority in number of the members of the Executive Committee at a properly called and constituted meeting of the Executive Committee at which all of the members of the Executive Committee were present and voting. In the event the Executive Committee are unable to agree unanimously in the event there are only two members of the Executive Committee or obtain a majority vote in the event there are more than two members of the Executive Committee for any reason, impasse or otherwise, then the Executive Committee will solicit the vote or

consent of the Company Members and a majority vote or consent of the Company Members shall constitute the direction and the decision of the business and affairs of the Company as though said decision was made by the Executive Committee at which a quorum was present.

6.7 Records of the Executive Committee. A written record of the meetings of the Executive Committee and all decisions made by it are not required. However, a written record may be kept by the members of the Executive Committee and kept in the records of the Company. In the event minutes and/or resolutions of the Executive Committee are kept, then if a summary is forwarded to the other Members and without written objection after ten (10) days, said records shall be binding and conclusive evidence of the decisions reflected therein and any authorizations granted thereby.

6.8 Compensation of Executive Committee Members. As determined by the Executive Committee, a member thereof may be entitled to receive any salary, other remuneration, or expense reimbursement from the Company for his or her services as a member of the Executive Committee.

6.9 Appointment of Officers, Etc. The Executive Committee may, by resolution, appoint one or more individuals as officers, employees, or agents of the Company. Each such officer, employee, or agent shall have the authority, and shall perform the duties, designated by the Executive Committee from time to time. Any officer, employee, or agent appointed by the Executive Committee may be removed by the Executive Committee by Majority Vote at anytime with or without cause. No officer, employee, or agent need be a member of the Company.

6.10 Agreements with Affiliates. Except as set forth in this Section 6.10, any agreements by the Company with an Affiliate of any Member must be approved by the Executive Committee by Majority Vote, including fees or compensation to be paid by the Company to any Member or any of its Affiliates. Notwithstanding anything to the contrary provided herein, any agreement with any Member, or any Affiliate of them, to the extent that Member, or any Affiliate of them is now, or hereafter becomes, a party to any agreement entered into with the Company, the Executive Committee shall have the right and authority on behalf and at the expense of the Company, to: (a) determine any action to be taken by the Company with respect to any default by such party under such agreement; (b) exercise termination rights in accordance with the terms of such agreement; (c) enforce and defend the Company's rights under such agreement (including, but not limited to, the prosecution or defense of any proceeding or action that it deems necessary or appropriate); and (d) retain counsel of its choosing in connection with the foregoing.

The Members hereby grant to the Executive Committee, their irrevocable powers of attorney to take all actions described in this Section 6.10, which powers of attorney shall be deemed to be powers coupled with an interest that may not be revoked until the termination of the Company.

6.11 Duty to Devote Time; Compensation of Members. The Executive Committee Members shall devote such time to the Company business as they deem to be necessary or desirable in connection with their respective duties and responsibilities hereunder. Except as provided hereunder, or as otherwise agreed to in writing by the Executive Committee, neither any Member, nor, any member, partner, shareholder, officer, director, employee, agent, or representative of any Member, shall receive any salary or other remuneration for his, her, or its services rendered pursuant to this Agreement.

6.12 Conflicts of Interest and Fiduciary Duties.

6.12.1 Conflicts of Interest. Each of the Members recognizes and agrees that the other Member and its members, partners, shareholders, officers, directors, employees, agents, representatives

and Affiliates: (a) have, or may have, other business interests, activities and investments, some of which may be in conflict or competition with the business of the Company; and (b) are entitled to carry on such other business interests, activities and investments. Notwithstanding any duty otherwise existing, each of the Members may engage in, or possess an interest in, any other business or venture of any kind, independently or with others (including, but not limited to, owning, financing, acquiring, leasing, promoting, developing, improving, operating, managing and servicing real property on its own behalf or on behalf of other entities with which any of the Members is affiliated or otherwise), and each of the Members may engage in any such activities (whether or not competitive with the Company) without any obligation to offer any interest in such activities to the Company or to the other Member. Notwithstanding any duty otherwise existing, neither the Company nor the other Member shall have any right, by virtue of this Agreement, in or to such activities, or the income or profits derived therefrom, and the pursuit of such activities, even if competitive with the business of the Company, shall not be deemed wrongful or improper, subject, however, to the provisions of Section 6.13.

6.12.2 Fiduciary Duties. Notwithstanding anything that is or may appear to be the contrary contained in this Agreement or at law subject to Section 6.13, the Members recognize and agree that: (1) the Executive Committee Member will not be liable to any Member or the Company for any act or omission taken or omitted as the Executive Committee with respect to the Company that is not in violation of the provisions of this Agreement, or for any act or omission taken or omitted by any member, shareholder, director, officer, affiliate, employee or agent of the Company, except in the case of the Company's (or such other person's) own willful, wanton or intentional misconduct, malfeasance or gross negligence; and (2) this Agreement shall not be construed in any manner to preclude any Member or any of its Affiliates from engaging in any activity whatsoever permitted by applicable law (whether or not such activity might compete, or constitute a conflict of interest, with the Company or any of its Affiliates), including, but not limited to, engaging in other activities (whether or not competitive with the Company or any Company Affiliate). No Member or any of its Affiliates will have any obligation to present or otherwise make available to the Company any business opportunity that such Member or any of its Affiliates may become aware of. This Agreement shall not be construed in any manner to preclude any Member (or Affiliate of any Member) from (a) lending money to, (b) borrowing money from, (c) acting as a surety, guarantor or endorser for, (d) guaranteeing or assuming one or more obligations of, (e) providing collateral for or (f) transacting other businesses with, the Company or its Affiliates provided it is approved by the Executive Committee. A Person performing any of the transactions set forth in this Section shall have the same rights and obligations with respect to any such transaction as a Person who is not a Member.

6.13 Use of Company Information. Notwithstanding anything to the contrary contained in Section 6.12, Executive Committee members will not disclose confidential information to a Member and its Affiliates and will not use any proprietary or confidential Company information except for Company's business or purpose and shall not disclose the same to any Company competitor.

6.14 Reliance on Professional Advice. The Executive Committee may employ, engage, or retain, on behalf of the Company, any qualified Persons to act as brokers, accountants, attorneys, or engineers, or in such other capacities as the Executive Committee may determine, from time to time, are necessary or desirable in connection with the Company's business. Except as otherwise specifically provided in this Agreement, the members of the Executive Committee, and the officers of the Company (if any) shall each be entitled to rely in good faith upon the recommendations, reports and advice given to them by any such Persons in the course of their professional engagement.

ARTICLE 7 Buy-Sell Provisions

7.1 No Company Obligation to Repurchase or Right for Member to Withdraw. The Members expressly agree that no Member is entitled to resign, sell, require the Company to repurchase, or withdraw as a Member in the Company except, and only to the extent approved by a Majority Vote of the Executive Committee and if the Executive Committee cannot agree or is at impasse, then by fifty one (51%) percent of the vote or consent of all the Members. Members acknowledge and agree that this is a material part of agreeing to be a Member in the Company and any attempt to sell or otherwise require the Company to repurchase a Member's interest in contravention of this Article, shall be null and void.

7.2 Other Events. If any of the triggering events listed below ("Triggering Event") occur as to any Member, the Company or if the Company declines, the remaining Members will have the irrevocable option to purchase all of the Percentage Interest owned by if the Company declines, the Member, as the case may be as determined by the Executive Committee on the price and terms provided in Sections 7.3 and 7.4. The options to purchase shall be vested and exercisable in the priority and manner set forth in the Section 7.2 of this Agreement. The options will be triggered if any of the following events occur (A) after a Reasonable Period (as defined in Article 1) expires: (a) a Member files bankruptcy, either voluntary or involuntary; (b) a Member's Interest is subject to a writ of attachment or charging order; (c) Member makes an assignment for the benefit of creditors; or (d) the execution of any property settlement agreement between any Member and spouse, or the entry of any decree of divorce or separate maintenance by a court of competent jurisdiction, wherein the spouse is awarded any of the Interest or a trust is imposed on said Interest for the benefit of said spouse, then to the extent said Interests are transferred, or to the extent said Interests are subject to the imposition of any such trust or lien, there will be deemed a triggering event as to the Interest so affected; (e) a person(s) other than a Permitted Transferee attempts to acquire or acquires a Percentage Interest in violation of Article 9; (f) an Event of Default occurs as provided in Section 12, or (B) a Member dies.

When a Triggering Event occurs, the Member as to whom the event has occurred shall give the Executive Committee written notice of the occurrence of the event. The Company will then give written notice to the other Members, or the other Members' respective representatives of its options to purchase the Interest and the terms as set forth in this Sections 7.3 and 7.4. For purposes of the Triggering Events defined in Sections 7.2 (A)(a), (b), or (c), a Member is considered bankrupt, either voluntarily or involuntarily, if the Member files a petition or answer or consent to a petition seeking relief under Title 11 of the United States Code, as now constituted or hereafter amended or any other applicable federal, state or foreign bankruptcy law or similar law or the Member shall consent to the institution of proceedings thereunder or the filing of any petition or to the appointment or taking possession of a receiver, liquidator, assignee, trustee, custodian, sequestrator or similar official of the Member or there shall be entered a decree or order by a court constituting an order for relief in respect of the Member under Title 11 of the United States Code as now constituted or hereafter amended or any other applicable federal, state or foreign bankruptcy law or other similar law or appointing a receiver, a liquidator, assignee, trustee, custodian, sequestrator or similar official of the Member or of any substantial part of the Member's respective properties or ordering the winding up of or liquidation of the affairs of the Member and any such decree or order shall continue unstayed and in effect for a period of thirty (30) consecutive days or the Member shall become insolvent or shall fail or be unable to pay the Member's debts as they mature or shall admit, in writing, its inability to pay its debts as they mature or shall make a general assignment for the benefit of its creditors or shall enter into any composition or similar agreement or shall suspend the transaction of all or a substantial portion of all of its usual business.

7.3 Valuation.

7.3.1 The purchase price for any interest to be purchased under Section 7.2 (B) (Member's Death) of this Agreement shall be the fair market value of the Company within thirty (30) days of the date of the Triggering Event. The parties shall meet and confer to determine the fair market value of the Company within thirty (30) days of the date of Section 7.2(B) the Triggering Event. If the Members cannot agree as to the fair market value of the Company on the death, then each Member within fifteen (15) days, shall each select their own appraiser to determine the fair market value of the Company and the Members Interest. The two appraisers shall determine the fair market value of the Company and the Members Interest subject to Section 7.2(B) the Triggering Event and submit their appraisals and determination within ninety (90) days of the Triggering Event unless otherwise mutually agreed and extended by the Company and the Members' representative. If the two appraisals are within twenty percent (20%) of each other, then the average of the two appraisals shall constitute the fair market value of the Company. The Members Percentage Interest in the Company shall be multiplied by the fair market value of the Company excluding a minority discount to determine the fair market value of the Members Interest subject to the Triggering Event. If the two appraisals are not within twenty percent (20%) of each other, then each appraiser shall select a third appraiser and that third appraiser shall, within ninety (90) days of his or her selection, determine the fair market value of the Company and the Members Interest. The third appraisal shall be binding and conclusive as to the fair market value of the Company and the Members Interest. To determine the value of the Members Interest in the Company, the Members agree the fair market value of the Company will be multiplied by the Members Percentage Interest, excluding a minority discount which shall represent the purchase price of the Members Interest in the Company. For all other Triggering Events as provided in Section 7.2(A)(a)-(f) of this Agreement, the purchase price shall be the book value of the Company as of the date of the applicable Triggering Date to be determined within sixty (60) days of the date of the Triggering Event. This would include an Event of Default as provided in Section 12. The book value of the Company will be determined by the Company's accountant and the purchase price will be determined by multiplying the Company's book value by the Member's Percentage Interest provided further, however, the purchase price for the Member's Interest will be discounted by an additional twenty-five percent (25%) in the event any of the Triggering Events described in Section 7.2(A)(a)-(f) apply.

7.3.2 Insurance. In accordance with Article 7, upon the death of a Member, the purchaser (whether the Company or the Member), shall proceed to collect the proceeds of the insurance policies carried on the life of such Member (if any) in which the purchaser is named as beneficiary. As soon as such proceeds have been received by the purchaser and the purchase price has been determined, the purchaser shall pay, in cash or by certified check, that part of such proceeds equal to the purchase price as provided below, to the legal representative of the deceased Member.

7.3.3 Price Exceeds Insurance. If the purchase price exceeds the insurance proceeds, the amount of such excess shall be paid, at the sole option of the purchaser, in cash or by promissory note as provided in Section 7.4 herein.

7.3.4 Insurance Exceeds Price. If the insurance proceeds exceed the purchase price, disposing Member agrees that the purchasing Member will retain the excess of such proceeds.

7.4 Payment. The consideration for any interest transferred determined under Section 7.3 of this Agreement will be paid to the transferring Member or his representative or successor, as the case may be by delivering an unsecured promissory note (herein the "Note") to be executed by the Company or by the Member or Members, as the case may be. The Note will provide for no principle or interest payments and shall accrue interest at the prime rate established by the Nevada Department of Financial Institutions

plus two percent (2%) simple interest (not to exceed 6%) per year over a ten (10) year period). The Note will be dated as of the date the purchase is made. The Note will provide that the maker may prepay all or any portion of the unpaid principal balance and accrued interest at any time, without penalty. The Note will include the provision that the entire unpaid principal balance, and all accrued interest, will become immediately due and payable upon the happening of any of the following events: (a) upon default in payment of any of the terms by the maker of amounts required to be paid under the Note; (b) in the event the sale is to a Member, upon the sale of all, or substantially all, of the acquired selling Members interest in the Company by the purchasing Member; or (c) upon the sale of the Company of all or substantially all of the assets of the Company whether the sale of the selling Members interest was to the Company or the purchasing Member.

7.5 Unadmitted Assignee. A Person who acquires all or any portion of the Member's Interest as provided herein in Section 7 and the irrevocable option to purchase all of the interest of Member is not exercised in accordance with Section 7.2, such Person shall be a mere assignee also known as a "Unadmitted Assignee" under the Act and shall have only the exclusive right to receive distributions to which the Member was entitled to receive to the extent assigned and shall be only entitled to an allocation of the items of income, gain, loss and deduction for income tax purposes that are attributable to such interest transferred to such Person and shall only be treated as a Member for purposes of a distribution of cash or other assets to such Person upon dissolution of the Company as provided herein, provided, however, and notwithstanding anything herein to the contrary, such Person shall have no rights whatsoever including, without limitation, any rights as a Member under this Agreement or otherwise. Such Person shall have the rights only of an Unadmitted Assignee which shall not include any right to be a member in the Company, no right to vote on Company matters, no rights to inspect the books and records of the Company, nor shall such assignee have any right to obtain business and/or tax records from the Company or any information otherwise related thereto. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of the Company or of any Member (including any Member acting in his, her, or its capacity as a creditor of the Company).

In the event a bankruptcy triggering event occurs as provided in Section 7.2, the Company and its existing Members reaffirm that this Agreement includes and imposes substantial additional duties and/or responsibilities on the Members and that this Agreement is not merely for the structure for the management of the Company. Such additional duties and responsibilities include without limitation, the obligation to provide personal expertise or services to the Company, including participating in the management and to the extent required in this Agreement to provide additional capital contributions, therefore, the Operating Agreement is in effect an exculpatory agreement and not assumable by any trustee in bankruptcy and such trustee may not substitute himself or herself for the Members herein. It is further acknowledged that the Members in this Agreement are personally known to each other and require continuing personal services, relationships and advice in order to continue the Company's business and operations and such personal services and management skills are not replaceable or assumable and creditors are not benefitted hereunder as provided in Section 15.10.

ARTICLE 8

Books and Records

8.1 Books and Records. The Executive Committee shall maintain, or cause to be maintained, in a manner customary and consistent with good accounting principles, practices and procedures and in accordance with the applicable provisions of this Agreement, records, books and accounts (which records, books and accounts shall be and remain the property of the Company), in which shall be entered fully and accurately each and every financial transaction with respect to the ownership and operation of the Company Property. The Executive Committee shall maintain said books and

accounts in a safe manner and separate from any records not having to do directly with the Company or any Company Property. Such books and records of account shall be prepared and maintained by the Executive Committee at the principal place of business of the Company or at such other place or places as may from time to time be determined by the Executive Committee. Each Member or its duly authorized representative shall have the right to inspect, examine and copy such books and records of account at the Company's office during reasonable business hours for any purpose reasonably related to the Member's interest as a Member. A reasonable charge for copying books and records may be charged by the Company.

8.2 Accounting and Fiscal Year. The books of the Company shall be kept, and the Company shall report its operations for tax purposes, on the cash basis. The fiscal year of the Company shall end on December 31 of each year, unless a different fiscal year shall be required by the Code.

8.3 The Company Accountant. If the then designated Company accountant at any time is unable or refuses to serve as the accountant and auditor for the Company, or is terminated by the Executive Committee, a different accounting firm acceptable to the Executive Committee shall be designated as the replacement firm. The fees and expenses of the Company accountant shall be a Company expense.

ARTICLE 9

Transfers of Interests

9.1 No Transfer. Unless otherwise provided in Article 9, no Member may sell, assign, give, hypothecate, pledge, encumber, or otherwise transfer ("Transfer") all or any portion of his, her, or its interest, whether directly or indirectly, without the written approval or written consent of a majority of the Executive Committee and if the Executive Committee cannot agree or are at impasse, then by fifty one percent (51%) vote or consent of the Members as provided herein. Any Transfer in contravention of this Article 9 shall be null and void.

9.2 Permitted Transfers. Subject to Section 9.4, any assignee of a Member may be admitted as a substitute member only with the majority vote of or written consent of the Executive Committee and if the Executive Committee cannot agree or are at impasse, then by fifty one percent (51%) vote or consent of the of all the Members (which consent may be withheld in its sole discretion) and after complying with the provisions of Section 9.3, provided that notice of such assignment shall be given to the Executive Committee and Members. Any permitted Transfer shall not relieve the transferor of any of its obligations prior to such Transfer. Notwithstanding anything to the contrary contained in this Agreement, no transfer of all or any part of any interest shall be made if, as a result thereof, any income of the Company will be subject to corporate or other tax on account thereof unless the Executive Committee approves the same or if at impasse, by majority vote of all of the Company Members. The provisions of this Section 9.2 shall not prohibit any collateral transfer of, or grant of a security interest in, a Member's interest (and such transfer or grant shall be subject to the provisions of Article 7 and Article 9).

9.3 Transferees. No transferee of all or any portion of any interest, including a Transferee approved by the Executive Committee and the Members as provided herein shall be admitted as a Member unless: (a) such interest is transferred in compliance with the applicable provisions of this Agreement; (b) if Section 9.2 is applicable to such Transfer, such transferee shall have furnished evidence of satisfaction of the requirements of Section 9.2 reasonably satisfactory to the Executive Committee; and (c) such transferee shall have executed and delivered to the Company such instruments as the Executive Committee deems necessary or desirable to effectuate the admission of such transferee as a

Member and confirm the agreement of such transferee to be bound by all of the terms and provisions of this Agreement with respect to such Interest.

At the request of the Executive Committee, each such transferee shall also cause to be delivered to the Company, at the transferee's sole cost and expense, a favorable opinion of legal counsel reasonably acceptable to the Company, to the effect that: (i) such transferee has the legal right, power and capacity to own the Interest proposed to be transferred; (ii) if applicable, such Transfer does not violate any provision of any loan commitment or any mortgage, deed of trust, or other security instrument encumbering all or any portion of the Company Property; (iii) if applicable, such Transfer will not cause the termination of the Company for purposes of Section 708 of the Code, or that such termination will not materially adversely affect the Company or any Member; and (iv) if applicable, such Transfer does not violate any federal or state securities laws, and will not cause the Company to become subject to the Investment Company Act of 1940, as amended.

ARTICLE 10

Exculpation, Indemnification and Insurance

10.1 Exculpation. No Member, member of the Executive Committee, officer of the Company, or a general or limited partner, employee, agent, shareholder, member, or other holder of an equity interest in or officer of any of the foregoing (each, an "Indemnitee") shall be liable to the Company or to any Member for any losses, claims, or damages, arising from any act or omission by it in connection with this Agreement or the Company's business or affairs, if such act or omission: (a) was believed to be in the reasonable interest of the Company and not unlawful; and (b) was not the result or consequence of such Indemnitee's fraud, bad faith, or willful misconduct.

10.2 Indemnification.

(a) The Company shall, to the fullest extent permitted by applicable law and public policy, indemnify, defend (using counsel reasonably satisfactory to the Company) and hold harmless each Indemnitee from and against any claims, demands, liabilities, costs, expenses, penalties, damages and losses (collectively, a "Claim") to which such Indemnitee may become subject due to the Indemnitee's affiliation with the Company or in connection with the defense settlement or adjudication (actually and reasonably paid) of any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal arising out of, or in connection with, this Agreement or the Company's business or affairs, irrespective of the nature of the legal or equitable theory upon which a Claim is made, including, without limitation, negligence, breach of duty, mismanagement, waste, breach of contract, breach of warranty, strict liability, violation of federal or state securities law, violation of the Employee Retirement Income Security Act of 1974, as amended, or violation of any other state or federal law, except for any Claim to the extent attributable to the Indemnitee's fraud, bad faith, willful misconduct or arising out of an act or omission the Indemnitee did not believe to be in the best interests of the Company or lawful. The termination of any action, suit, or proceeding by judgment, order, settlement or conviction or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Indemnitee did not act in good faith and in a manner believed to be in the best interests of the Company, and with respect to any criminal action or proceeding, believed that his or its conduct was unlawful.

(b) If any Indemnitee becomes involved in any capacity in any Claim, then the Company shall reimburse such Indemnitee for his, her, or its reasonable legal and other reasonable out-of-pocket expenses (including, but not limited to, the cost of any investigation and preparation and establishing a right to indemnification under this Section 10.2; ("Defense Costs") as they are incurred in

connection therewith; provided that such Indemnitee shall have executed an agreement satisfactory to the Company promptly to repay to the Company the amount of any such reimbursed expenses paid to it if it shall ultimately be determined that such Indemnitee was not entitled to be indemnified by the Company in connection with such action, proceeding, or investigation. If such conditions are not satisfied, then reimbursement of Defense Costs shall be made after successful defense of the Claim by the Indemnitee.

(c) The provisions of this Section 10.2 shall survive for a period of four (4) years from the date of winding up and termination of the Company, provided that: (i) if, at the end of such period, there are any actions, proceedings, or investigations then pending, and the Indemnitee notifies any Member, Executive Committee the Company and members thereof at such time, which notice shall include a brief description of each such action, proceeding or investigation and the liabilities asserted therein, then the provisions of this Section 10.2 shall survive with respect to each such action, proceeding, or investigation set forth in such notice (or related action, proceeding, or investigation based upon the same or similar claim) until such date that such action, proceeding, or investigation is finally resolved; and (ii) the obligations of the Company under this Section 10.2 shall be satisfied solely out of Company assets.

10.3 Insurance. The Company may purchase and maintain insurance or other similar protection for its benefit, the benefit of any Indemnitee, or both, against any Claims, whether or not the Company would have the obligation to indemnify such Indemnitee against such liability.

ARTICLE 11

Dissolution and Termination; Merger

11.1 Dissolution. The Company will be dissolved, and its business wound up, upon the earliest to occur of any of the following events:

(a) the majority vote or written consent of the Executive Committee provided if the Executive Committee cannot agree, then a majority vote or consent of all the Members shall determine whether the Company should be dissolved; or

(b) at any time when there are no Members of the Company, unless the Company is continued in accordance with the Act; or

If the assignment of all or any part of a Member's Interest is permitted hereunder, it will not, in and of itself, result in the dissolution of the Company. In the event there is an unpermitted transferee, including transfer to a bankruptcy estate, receiver, etc., as provided in Article 7, including any event of bankruptcy as defined therein, any such involuntary transfer of a Member's Interest shall not result in dissolution, but shall be subject to the Buy/Sell provisions of Article 7.

11.2 Termination. Upon the dissolution of the Company, the Executive Committee may appoint a liquidating Member from the Executive Committee ("Liquidating Member") and the business of the Company shall be wound up and the Company terminated as promptly as practicable thereafter, and each of the following shall be accomplished:

(a) The Liquidating Member shall cause a statement to be prepared, setting forth the assets and liabilities of the Company as of the date of dissolution. A copy of such statement shall be furnished to all of the Members.

(b) The Company Property shall be liquidated by the Liquidating Member as promptly as possible (but in an orderly, businesslike and commercially reasonable manner), subject to the provisions of a liquidating plan approved by the Executive Committee.

(c) The proceeds of sale and all other assets of the Company shall be applied and distributed as follows:

(i) first, to the payment of debts and liabilities of the Company (including any outstanding amounts due on any indebtedness encumbering the Company Property or any part thereof) and the expenses of liquidation;

(ii) second, to the setting up of any reserves that the Members shall determine are reasonably necessary for contingent, unliquidated, or unforeseen liabilities or obligations of the Company or any Member arising out of or in connection with the Company; and

(iii) the balance, if any, to the Members in accordance with Section 5.4.

Any reserves established pursuant to subsection (ii) above may, in the discretion of the Liquidating Member, be paid over to a national bank or national title insurance company selected by the Liquidating Member and authorized to conduct business as an escrow agent, to be held by such bank or title insurance company as escrow agent for the purposes of disbursing such reserves to satisfy the liabilities and obligations described above. At the expiration of such period as the Liquidating Member shall reasonably consider to be advisable, any remaining balance of such reserves shall be distributed as provided in subsection (iii) above, *provided, however*, that, to the extent that it shall have been necessary, by reason of applicable law or regulation, to create any reserves prior to any and all distributions that would otherwise have been made under subsection (i) above and, by reason thereof, a full distribution under such subsection (i) has not been made, then any balance remaining shall first be distributed pursuant to such subsection (i).

11.3 Authority of the Liquidating Member. The Liquidating Member is hereby irrevocably appointed as the true and lawful attorney in the name, place and stead of each of the Members, such appointment being coupled with an interest to make, execute, sign, acknowledge and file with respect to the Company all papers that shall be necessary or desirable to effect the dissolution and termination of the Company in accordance with the provisions of this Article 11. Notwithstanding the foregoing, each Member, upon the request of the Liquidating Member, shall promptly execute, acknowledge and deliver all such documents, certificates and other instruments as the Liquidating Member shall reasonably request to effectuate the proper dissolution and termination of the Company (including, but not limited to, the winding up of the business of the Company).

11.4 Merger or Consolidation. The Company may be merged or consolidated with another entity only with the prior written approval of a majority vote or consent of the Executive Committee.

ARTICLE 12

Default By a Member

12.1 Events of Default. If a Member, including a member of the Executive Committee, commits a violation or material breach of any of the provisions of this Agreement that may cause damage or loss to the Company, and such violation or breach under paragraph (b) herein is not cured within a Reasonable Period, then such Member shall have committed an "*Event of Default*." If a Member fails to

make its Additional Capital Contribution as provided in Article 4, it shall not be deemed a Event of Default, however, such Member and its representative may not vote on any matter.

12.2 Effect of Event of Default. Upon the occurrence of an Event of Default by any Member, the Executive Committee shall have the right, in addition to pursuing any other right or remedy available at law or in equity to elect to acquire the Members Interest in accordance with Article 7 (Buy/Sell) of this Agreement. The default of any Member hereunder shall not relieve any other Member from its agreements, liabilities, and obligations hereunder. A defaulting Member's appointee(s) to the Executive Committee shall not be entitled to participate in any Company decisions and/or vote thereof nor vote its Membership Interest while such Event of Default is continuing, and the non-defaulting Member or Members shall have the right to take any action permitted or authorized hereunder on the part of the Executive Committee without the necessity of any consent by the defaulting Member.

ARTICLE 13 Drag Along Provision

In the event of a Change of Control of the Company, each Member agrees to be bound and shall vote and take all other action consistent with the Member's action to effectuate a Change of Control. In the event a Change in Control occurs, Member unconditionally agrees to sell its Interest in the same manner and price as the other Members when approved by at least fifty-one (51%) percent of the Members of the Company. "Change in Control" means any instance in which: (i) any person other than the Company, acquires more than fifty-one percent (51%) of the Company's Interests; (ii) any plan or agreement is adopted to liquidate or dissolve the Company or a sale of all or substantially all of its assets; or (iii) any plan or agreement or merger or consolidation is adopted by the Company whether or not the Company is the surviving entity.

ARTICLE 14 Special Terms (Reserved)

ARTICLE 15 Miscellaneous

15.1 Representations and Warranties of the Members. Each Member represents and warrants to the other Members as follows:

(a) if a Member is an entity, such Member is duly organized, validly existing and in good standing under the laws of its jurisdiction of formation, with all requisite power and authority to enter into this Agreement and to conduct the business of the Company;

(b) this Agreement constitutes the legal, valid and binding obligation of such Member and is enforceable in accordance with its terms;

(c) no consents or approvals are required from any governmental authority or other person or entity for such Member to enter into this Agreement and become a member of the Company;

(d) all limited liability company, corporate, or partnership action on the part of such Member necessary for the authorization, execution and delivery of this Agreement, and the consummation of the transactions contemplated hereby, have been duly taken;

(e) the execution and delivery of this Agreement by such Member, and the consummation of the transactions contemplated hereby, does not conflict with, or contravene, the provisions of its organic documents or any agreement or instrument by which it is, or its properties are, bound, or any law, rule, regulation, order, or decree to which it is, or its properties are, subject;

(f) such Member has not retained any broker, finder, or other commission or fee agent, and no such person has acted on its behalf, in connection with execution and delivery of this Agreement;

(g) such Member has acquired its Interest for its own account for investment only, and not with a view to, or for sale in connection with, any distribution thereof in violation of the Securities Act of 1933, as amended (the "*Securities Act*"); and

(h) such Member understands that:

(i) the Interest that it is acquiring has not been registered under the Securities Act or any applicable state securities law, and cannot be resold unless subsequently registered under the Securities Act and such laws or unless an exemption from such registration is available; and

(ii) such registration under the Securities Act and such laws is unlikely at any time in the future, and neither the Executive Committee nor the other Member is obligated to file a registration under the Securities Act or such laws.

15.2 Further Assurances. Each Member shall execute, acknowledge, deliver, file, record and publish such further instruments and documents, and do all such other acts and things, as may be required by law or as may be necessary or desirable to carry out the intent and purposes of this Agreement.

15.3 Notices. All notices, demands, consents, approvals, requests, or other communications that any of the parties to this Agreement may desire or be required to give hereunder (collectively, "*Notices*") shall be in writing and shall be given by personal delivery, facsimile transmission, or a nationally recognized overnight courier service, fees prepaid, addressed as follows:

TBJ SC Trust, Todd Jaksick, Trustee
4005 Quail Rock Lane
Reno, Nevada 89511

Todd Jaksick, Trustee of Todd B. Jaksick Family Trust
4005 Quail Rock Lane
Reno, Nevada 89511

Todd Jaksick, Trustee of the SSI Issue Trust
4005 Quail Rock Lane
Reno, Nevada 89511

Any party may designate another addressee (and/or change its address) for Notices hereunder by a Notice given pursuant to this Section 15.3. A Notice sent in compliance with the provisions of this Section 15.3 shall be deemed given on the date of receipt.

15.4 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Nevada applicable to agreements made and to be performed wholly within such jurisdiction.

15.5 Attorneys' Fees. In the event of any arbitration or other legal or equitable proceeding for the enforcement of any of the terms or conditions of this Agreement, or any alleged disputes, breaches, defaults in connection with any provision of this Agreement, the prevailing party in such proceeding, or the non-dismissing party where the dismissal occurs other than by reason of a settlement, shall be entitled to recover its reasonable costs and expenses (including, but not limited to, reasonable attorneys' fees and costs) paid or incurred in good faith at the arbitration, bankruptcy proceedings, pre-trial, trial and appellate levels, as well as in enforcing any award or judgment granted pursuant thereto. The "*prevailing party*," for purposes of this Agreement, shall be deemed to be that party who obtains substantially the result sought, whether by dismissal, award, or judgment.

15.6 Captions. All titles or captions contained in this Agreement are inserted only as a matter of convenience, and for reference, and in no way define, limit, extend, or describe the scope of, or the intent of any provision in, this Agreement.

15.7 Pronouns. All pronouns, and any variations thereof, shall be deemed to refer to the masculine, feminine, and neuter, singular and plural, as the identity of the party or parties may require.

15.8 Successors and Assigns. This Agreement shall be binding upon the parties hereto and their respective executors, administrators, legal representatives, heirs, successors and assigns, and shall inure to the benefit of the parties hereto and, except as otherwise provided herein, their respective executors, administrators, legal representatives, heirs, successors and assigns.

15.9 Extension Not a Waiver. No delay or omission in the exercise of any power, remedy or right herein provided or otherwise available to a Member or the Company shall impair or affect the right of such Member or the Company to exercise the same. Any extension of time or other indulgence granted to a Member hereunder shall not otherwise alter or affect any power, remedy, or right of any other Member or of the Company, or the obligations of the Member to whom such extension or indulgence is granted.

15.10 Creditors Not Benefitted. The provisions of this Agreement (including, but not limited to any provisions that make reference to any lender or other third party or that could benefit any lender or other third party) are intended for the exclusive benefit of the parties hereto, and no other person (including, but not limited to, the creditors of the Company or of any Member) shall have any right or claim against any party by reason of any provision of this Agreement or be entitled to enforce any provision of this Agreement against any party (including, but not limited to, any provision relating to the Section 7.5). Without limiting the foregoing, nothing contained in this Agreement is intended or shall be deemed to benefit any creditor of the Company or any Member, and no creditor of the Company shall be entitled to require the Company or the Members to solicit or accept any Additional Capital Contribution from any Member or to enforce any other right that the Company or any Member may have against any Member under this Agreement.

15.11 Recalculation of Interest. If any applicable law is ever judicially interpreted so as to: (a) deem any distribution, contribution, payment, or other amount received by any Member or the Company under this Agreement as interest; and (b) render any such amount in excess of the maximum rate or amount of interest permitted by applicable law, then it is the express intent of the Members and the Company that all amounts in excess of the highest lawful rate or amount theretofore collected either be credited against any other distributions, contributions, payments, or other amounts to be paid to the recipient of the excess amount or be refunded to the appropriate Person. Further, the provisions of this Agreement shall be immediately deemed reformed, without the necessity of the execution of any new document, so as to comply with the applicable law, but so as to permit the payment of the fullest amount

otherwise required hereunder. All sums paid, or agreed to be paid, that are judicially determined to be interest shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the term of such obligation so that the rate or amount of interest on account of such obligation does not exceed the maximum rate or amount of interest permitted under applicable law.

15.12 Severability. If any one or more of the provisions contained in this Agreement, or any application thereof, shall be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein, and other application thereof, shall not in any way be affected or impaired thereby.

15.13 Entire Agreement; Amendment. This Agreement contains the entire agreement between the parties relating to the subject matter hereof, and all prior agreements relative hereto that are not contained herein are terminated. Amendments, variations, modifications, alterations, or changes to this Agreement shall be effective and binding upon the Members if, and only if the same are set forth in a document duly executed by the majority vote or consent of the Executive Committee and at least fifty-one percent (51%) vote or consent of all the Company members. Any alleged amendment, variation, modification, alteration, or change to this Agreement that is not so documented shall not be effective as to any Member or as to the Company.

15.14 Publicity. The parties agree that no Member shall issue any press release, or otherwise publicize or disclose the terms of this Agreement or the proposed terms of any acquisition of the Company, without the consent of each of the Executive Committee, except as such disclosure may be made in the course of normal reporting practices by any Member to its members, shareholders, or partners or as otherwise required by law.

15.15 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute but one and the same agreement.

15.16 Confidentiality. The terms of this Agreement, the identity of any person with whom the Company may be holding discussions with respect to any investment, acquisition, disposition, or other transaction, and all other business, financial, or other information relating directly to the conduct of the business and affairs of the Company or the relative or absolute rights or interests of any of the Members (collectively, the "Confidential Information") that has not been publicly disclosed with the authorization of the Executive Committee is confidential and proprietary information of the Company, the disclosure of which would cause irreparable harm to the Company and the Members. Accordingly, each Member represents that it has not, agrees that it will not and shall direct its shareholders, partners, directors, officers, employees, agents, advisors and Affiliates not to, disclose to any Person any Confidential Information, or confirm any statement made by third Persons regarding Confidential Information, other than to shareholders, partners, directors, officers, agents, advisors and Affiliates, until the Company has publicly disclosed the Confidential Information with the authorization of the Executive Committee and has notified each Member that it has done so. Notwithstanding the foregoing, however, any Member (or its Affiliates) may disclose Confidential Information if: (a) required by law (it being specifically understood and agreed that anything set forth in a registration statement or any other document filed pursuant to law will be deemed required by law); or (b) necessary for it to perform any of its duties or obligations hereunder or in any property management agreement to which it is a party covering any Company Property.

Subject to the foregoing, each Member agrees not to disclose any Confidential Information to any Person (other than a Person agreeing to maintain all Confidential Information in strict confidence or a judge, magistrate, or referee in any action, suit, or proceeding relating to, or arising out

of, this Agreement or otherwise), and to keep confidential all documents (including, but not limited to, responses to discovery requests) containing any Confidential Information. Each Member hereby consents in advance to any motion for any protective order brought by the other Member represented as being intended by the movant to implement the purposes of this Section 15.16, provided that, if a Member receives a request to disclose any Confidential Information under the terms of a valid and effective order issued by a court or governmental agency, and the order was not sought by or on behalf of, or consented to by, such Member, then such Member may disclose Confidential Information to the extent required thereby, *provided, however*, that the Member shall, as promptly as is practicable after its receipt of such order:

- (i) notify the other Member of the existence, terms and circumstances of the order;
- (ii) consults in good faith with the other Member on the ability of taking legally available steps to resist or narrow the order, and
- (iii) if disclosure of the Confidential Information is required, exercises its best efforts to obtain a protective order or other reliable assurance that confidential treatment will be accorded to the portion of the disclosed Confidential Information that any other Member designates. The cost (including, but not limited to, attorneys' fees and expenses) of obtaining a protective order covering Confidential Information designated by such other Member shall be borne by the Company.

Confidential Information shall not include, and any Member or its Affiliates may disclose without limitation of any kind, any information with respect to the "tax treatment" and "tax structure" (in each case, within the meaning of Treasury Regulation Section 1.6011-4(b)(3)(iii) of the Company and the transactions in which it engages and all materials of any kind (including opinions or other tax analyses) that are provided to such party relating to such tax treatment and tax structure; provided that with respect to any document or similar item that in either case contains nonpublic information, this sentence shall only apply to such portions of the document or similar item that relate to the tax treatment or tax structure of the Company or Company transaction, as the case may be.

The covenants contained in this Section 15.16 shall survive the Transfer of the Interest of any Member and the termination of the Company.

15.17 Venue. Each of the Members consents to the jurisdiction of any court in Washoe County, Nevada for any action arising out of matters related to this Agreement.

15.18 Arbitration. In instances where this Agreement expressly provides that a matter is to be submitted to, or determined in accordance with, arbitration pursuant to this Section 15.18, such matter shall be resolved by a binding arbitration conducted by NRS Chapter 38 in accordance with all applicable Nevada statutory and decisional law and, to the extent not inconsistent with the provisions of this Section 15.18, required by NRS Chapter 38, any arbitration called for by this Section 15.18 shall be conducted in accordance with the following procedures:

(a) The Company or a Member (the "*Requesting Party*") shall demand arbitration pursuant to this Section 15.18 by giving written notice of such demand (the "*Demand Notice*") to all of the other Members and (if the Requesting Party is not the Company) to the Company, which Demand Notice shall describe in reasonable detail the nature of the claim, dispute, or controversy.

(b) Within fifteen (15) days after the giving of a Demand Notice, the Requesting Party, on the one hand, and each of the other Members and (if the Requesting Party is not the Company) the Company against whom the claim has been made or with respect to which a dispute has arisen (collectively, the "*Responding Party*"), on the other hand, shall select and designate in writing to the other party one reputable, disinterested individual (a "*Qualified Individual*") willing to act as an arbitrator of the claim, dispute, or controversy in question. Each of the Requesting Party and the Responding Party shall use its best efforts to select a present or former partner of an accounting firm having no affiliation with any of the parties as its respective Qualified Individual. Within fifteen (15) days after the foregoing selections have been made, the arbitrators so selected shall jointly select a present or former partner of an accounting firm having no affiliation with any of the parties as the third Qualified Individual willing to act as an arbitrator of the claim, dispute or controversy in question (the "*Third Arbitrator*"). In the event that the two arbitrators initially selected are unable to agree on the Third Arbitrator within the second fifteen (15) day period referred to above, then, on the application of either party, the AAA shall promptly select and appoint a present or former partner of an accounting firm having no affiliation with any of the parties as the Qualified Individual to act as the Third Arbitrator in accordance with the terms of the Arbitration Rules. The three arbitrators selected pursuant to this subsection (b) shall constitute the arbitration panel for the arbitration in question.

(c) The presentations of the Members in the arbitration proceeding shall be commenced and completed within sixty (60) days after the selection of the arbitration panel pursuant to subsection (b) above, and the arbitration panel shall render its decision in writing within thirty (30) days after the completion of such presentations. Any decision concurred in by any two (2) of the arbitrators shall constitute the decision of the arbitration panel, and unanimity shall not be required. If a decision concurred in by at least two (2) of the arbitrators is not rendered within such thirty (30) day period, then each of the parties shall select a new Qualified Individual willing to act as an arbitrator and a new arbitration proceeding shall commence in accordance with this Section 15.18.

(d) The arbitration panel shall have the discretion to include in its decision a direction that all or part of the attorneys' fees and costs of the prevailing party or parties and/or the costs of such arbitration be paid by any other party or parties. On the application of a party before or after the initial decision of the arbitration panel, and proof of its attorneys' fees and costs, the arbitration panel shall order the other party to make any payments directed pursuant to the preceding sentence.

(e) The Third Arbitrator shall have the right, in his or her discretion, to authorize the obtaining of discovery (including, but not limited to, the taking of depositions of witnesses for the purpose of discovery).

(f) At the request of any party, the arbitrators shall make and provide to the parties written findings of fact and conclusions of law. Any decision rendered by the arbitration panel pursuant to this Section 15.18 shall be final and binding on the parties thereto, and judgment thereon may be entered by any state or federal court of competent jurisdiction.

Arbitration shall be the exclusive method available for resolution of any matter that this Agreement specifically provides is to be submitted to, or determined in accordance with, arbitration pursuant to this Section 15.18, and the Company and the Members stipulate that the provisions hereof shall be a complete defense to any suit, action, or proceeding in any court, or before any administrative or arbitration tribunal, with respect to any such matter. Nothing contained herein shall be deemed to give the arbitrators any authority, power, or right to alter, change, amend, modify, add to, or subtract from any

of the provisions of this Agreement. The provisions of this Section 15.18 shall survive the dissolution of the Company.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

MEMBERS:

TBJ SC Trust

By: Todd T
Name: Todd Jaksick, Trustee

Todd B. Jaksick Family Trust

By: Todd T
Name: Todd Jaksick, Trustee

SSJ Issue Trust

By: Todd T
Name: Todd Jaksick, Trustee

EXHIBIT "A"
Members Percentage Interest

<u>Name</u>	<u>Percentage Interest</u>
Todd B. Jaksick, Trustee TBJ SC Trust	23%
Todd Jaksick, Trustee Todd B. Jaksick Family Trust	23%
Todd B. Jaksick, Trustee of the SSJ Issue Trust	54%

EXHIBIT 10.c

EXHIBIT 10.c

EXHIBIT 10.c

INCLINE TSS LTD

Business Entity Information

Status:	Active	File Date:	9/16/2010
Type:	Domestic Limited-Liability Company	Entity Number:	E0449272010-8
Qualifying State:	NV	List of Officers Due:	9/30/2015
Managed By:	Managers	Expiration Date:	
NV Business ID:	NV20101693398	Business License Exp:	9/30/2015

Additional Information

Central Index Key:	
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Registered Agent Information

Name:	NICHOLUS C PALMER, ESQ.	Address 1:	630 E PLUMB LN
Address 2:		City:	RENO
State:	NV	Zip Code:	89502
Phone:		Fax:	
Mailing Address 1:		Mailing Address 2:	
Mailing City:		Mailing State:	NV
Mailing Zip Code:			
Agent Type:	Commercial Registered Agent - Limited-Liability Corporation		
Jurisdiction:	NEVADA	Status:	Active

Financial Information

No Par Share Count:	0	Capital Amount:	\$ 0
No stock records found for this company			



Officers

☐ Include Inactive Officers

Manager - TODD JAKSICK

Address 1:	500 DAMONTE RANCH PKWY STE 980	Address 2:	
City:	RENO	State:	NV
Zip Code:	89521	Country:	USA
Status:	Active	Email:	



Actions/Amendments

Action Type:	Articles of Organization		
Document Number:	20100698314-94	# of Pages:	1

File Date:	9/16/2010	Effective Date:	
(No notes for this action)			
Action Type:	Initial List		
Document Number:	20100742530-64	# of Pages:	1
File Date:	10/1/2010	Effective Date:	
(No notes for this action)			
Action Type:	Amended List		
Document Number:	20110068080-38	# of Pages:	1
File Date:	1/27/2011	Effective Date:	
(No notes for this action)			
Action Type:	Amendment		
Document Number:	20110068837-88	# of Pages:	1
File Date:	1/27/2011	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20110700769-73	# of Pages:	1
File Date:	9/28/2011	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20120880887-60	# of Pages:	1
File Date:	9/26/2012	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20130522602-54	# of Pages:	1
File Date:	9/24/2013	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20140882167-57	# of Pages:	1
File Date:	9/24/2014	Effective Date:	
(No notes for this action)			

EXHIBIT B
(Secured Promissory Note)

SECURED PROMISSORY NOTE

1. **Fundamental Provisions.** The following terms will be used as defined in this Note:

Date of this Note: 11/13, 2015

Borrower: Stanley S. Jaksick, individually and as Trustee of the
Stanley S. Jaksick 2013 Revocable Trust dated July 18, 2013
500 Damonte Ranch Pkwy Suite 980
Reno, Nevada 89521

Lender: Incline TSS Ltd
500 Damonte Ranch Pkwy Suite 980
Reno, Nevada 89521

Principal Amount: \$1,415,000.00

Interest Rate: From 11/13, 2015 until maturity, interest on the principal balance from time to time remaining unpaid shall accrue at a rate per annum equal to three and 45/100 percent (3.45%).

Default Rate: 12% per annum.

Annual Payment Amount:

January 1, 2016	\$350,000.00
January 1, 2017	\$100,000.00
January 1, 2018	\$450,000.00
January 1, 2019	\$515,000.00

Maturity Date: January 1, 2019

Prepayment Charge: Borrower may prepay this Note in whole or in part at any time without penalty.

2. **Collateral.** This note is secured by the Borrower's 17.02 Units of Class A Unit Membership Interest in the Lender issued to Borrower and secured by the Lender ("Collateral").

3. **Payments.** During the term of this Note, interest and principal shall be payable in annual installments commencing on January 1, 2016, and on the first (1st) day of each year thereafter as provided above, until January 1, 2019, on which date the unpaid principal balance of this Note and all accrued interest hereon shall be due and payable in full. Interest shall be computed on the basis of a 365-day year. Should interest not be paid when due, it shall accrue as principal.

4. **Maturity Date.** The unpaid principal balance of this Note and accrued interest thereon shall be due and payable in full on January 1, 2019.

5. **Place and Manner of Payment.** All payments shall be made to Lender at the address given above, or at such other place as the holder of this Note may from time to time designate. All payments shall be made in lawful money of the United States. Checks will constitute payment only when collected.

6. **Late Charges.** If Borrower fails to make any payment of principal or interest within five (5) days after the date on which the same is due and payable, a late charge shall be immediately due and payable. Borrower recognizes that a default in making the payments herein agreed to be made as and when due will result in the Lender's incurring additional expenses in servicing this Note, including, without limitation, loss to the Lender of the use of the money due, but that it is extremely difficult and impractical to ascertain the extent of such damages. Borrower agrees that the late charge for any such payment described above that is not paid within five (5) days after the date when due shall be an amount equal to ten cents (\$.10) for each dollar (\$1.00) of each payment which becomes so delinquent, as liquidated damages to the Lender of this Note, which sum shall be immediately due and payable.

7. **Default Interest Rate.** Commencing on the first to occur of (a) the Maturity Date, or (b) the occurrence of an Event of Default followed by the acceleration of this Note and the lapse of such time (if any) as may then be required by law during which Lender must allow Borrower to reinstate the obligation evidenced hereby as if no acceleration had occurred, and continuing thereafter until this Note has been paid in full, all amounts due and owing under this Note shall bear interest at the Default Rate. The provisions of this Section shall not limit the Lender's right to compel prompt performance hereunder.

8. **Prepayments.** The Principal Amount of this Note may be prepaid in whole or in part before due whether voluntarily or involuntarily, except upon the demand of Lender after the occurrence of an Event of Default).

9. **Event of Default.** "Event of Default" shall occur hereunder if:

- (a) Borrower fails to pay within five (5) days after the due date described in **Section 3** without further notice or demand, any sum payable under this Note;
- (b) Borrower fails to perform any obligation or commits a breach of any agreement set forth in this Note or the Loan Documents (defined below) which remains uncured for a period of five (5) days after written notice by Lender;
- (c) Death, insolvency or bankruptcy of the Borrower; or
- (d) Default in any other loan documents related to this loan;
- (e) Transfer of Collateral as provided in **Section 10**.

10. **Transfer of Collateral.** As a material inducement to Lender to enter into the transactions contemplated herein, Borrower agrees that it shall not transfer the Collateral or any portion thereof or interest therein without the prior written consent of Lender. As used herein, "transfer" shall mean (i) any sale, agreement to sell, transfer or conveyance of the Collateral or any portion thereof or interest therein, whether voluntary, by operation of law or otherwise, or (ii) any transfer or encumbrance by way of security or otherwise, including the placing or permitting the placing on the Collateral or any portion thereof of any mortgage, deed of trust, lien, encumbrance, assignment of rents or other security device, or (iii) if Borrower is a partnership, limited liability

company, joint venture, trust or corporation, the issuance, sale, conveyance, transfer, disposition or encumbrance of more than five percent (5%) of any class of the currently issued and outstanding interests in the Borrower or of more than five percent (5%) change of the beneficial interests, stock, capital, profits or losses of any partnership, corporation, limited liability company, joint venture or trust, or a change of, any general partner, member, shareholder, or any joint venture who may have such interest in the Borrower, either voluntary, involuntary or otherwise.

11. **Acceleration.** Upon the occurrence of an Event of Default, the entire sum of principal, interest, and all other charges due under this Note, shall become immediately due and payable without further written notice to Borrower.

12. **Application of Payments.** During the existence of any such Event of Default, Lender may apply payments received on any amount due under this Note or under any instrument securing, evidencing or relating to the indebtedness evidenced by this Note as Lender may determine in its sole and absolute discretion.

13. **Loan Documents.** This note is secured by a Pledge Agreement dated 11/13, 2015, executed by Borrower, encumbering the Collateral. This Note and all other documents or Instruments now or hereafter executed by Borrower and Company in connection with or to evidence or to secure payment of the indebtedness evidenced by this Note, including without limitation, the Contribution Agreement, the Pledge Agreement, and any other documents or instruments related to this loan or transaction including any bank/lender guarantees are referred to collectively herein as the "Loan Documents".

14. **Attorneys' Fees.** If Lender refers this Note to an attorney to enforce or defend any provision hereof, or as a consequence of any Event of Default hereunder, with or without the filing of any legal action or proceeding, Borrower shall pay to Lender upon demand the amount of all reasonable attorneys' fees and costs incurred by Lender in connection therewith, together with interest thereon from the date of demand at the rate applicable to the principal balance of this Note. If Borrower refers this Note to an attorney to defend any provision hereof, or as a consequence of any Event of Default hereunder, after the filing of any legal action or proceeding, Lender shall pay to Borrower upon demand the amount of all reasonable attorneys' fees and costs incurred by Borrower in connection therewith.

15. **No Waiver.** No delay or omission of Lender in exercising any right or power arising in connection with any Event of Default shall be construed as a waiver or as an acquiescence therein, nor shall any single or partial exercise thereof preclude any further exercise thereof. Lender may, at its option, waive any of the conditions herein and no such waiver shall be deemed to be a waiver of Lender's rights hereunder, but rather shall be deemed to have been made in pursuance of this Note and not in modification thereof. No waiver of any Event of Default shall be construed to be a waiver of or acquiescence in or consent to any preceding or subsequent Event of Default.

16. **Waiver of Notices.** Borrower, all endorsers, all guarantors and all persons liable or to become liable on this Note waive presentment, protest, demand, notice of protest, dishonor or non-payment of this Note, any and all other notices or matters of alike nature, consent to any and all renewals and extensions of the time of payment hereto, and agree further that at any time and from time to time without notice, the terms of payment hereof may be modified, or the security described in any of the Loan Documents at any time securing this Note may be released in whole or in part, or increased, changed or exchanged by agreement between the holder hereof or any owner of the Collateral or other collateral affected thereby, without in any way affecting the

liability of any party to this Note, any endorser, any guarantor, or any person liable or to become liable with respect to any indebtedness evidenced hereby.

17. **Personal Liability.** Notwithstanding anything to the contrary contained in this Note and the Loan Documents referred to in this Note, in the event of any default, Borrower shall be personally liable for payment of this Note or for any other default under such Loan Documents or for the payment of any deficiency established after any sale or other foreclosure of the Collateral.

18. **Usury.** All agreements between Borrower and the Lender or holder of this Note are expressly limited, so that in no event or contingency whatsoever, whether by reason of the advancement of the proceeds of this Note, acceleration of maturity of the unpaid principal balance, or otherwise, shall the amount paid or agreed to be paid to the holder of this Note for the use forbearance or detention of the money to be advanced under this Note exceed the highest lawful rate permissible under applicable usury laws. If, under any circumstances whatsoever, fulfillment of any provision of this Note or the Loan Documents or any other agreement pertaining to it, after timely performance of such provision is due, shall involve transcending the limit of validity prescribed by law which a court of competent jurisdiction deems applicable, then, ipso facto, the obligations to be fulfilled shall be reduced to the limit of such validity, and if, under any circumstances whatsoever, the holder shall ever receive as interest an amount that exceeds the highest lawful rate, the amount that would be excessive interest shall be applied to the reduction of the unpaid principal balance under this Note and not to the payment of interest, or, if such excessive interest exceeds the unpaid balance of principal under this Note, such excess shall be refunded to Borrower. This provision shall control every other provision of all agreements between Borrower and Lender.

19. **Miscellaneous Provisions.**

19.1 **Amendments.** No provision of this Note may be amended, modified, supplemented, changed, waived, discharged or terminated unless the parties consent thereto in writing.

19.2 **Notices.** Any notices, demands or other communications required or permitted to be given by any provision of this Note shall be given in writing, delivered personally or sent by certified or registered mail, postage prepaid and return receipt requested, addressed as follows:

To Borrower: Stanley S. Jaksick
500 Damonte Ranch Pkwy Suite 980
Reno, Nevada 89521

To Lender : Incline TSS Ltd
500 Damonte Ranch Pkwy Suite 980
Reno, Nevada 89521

or to such other addresses as any party may hereafter or from time to time designate by written notice to the other parties given in accordance herewith. Notice shall be considered given when personally delivered or mailed, or shall be considered received on the earlier of the day on which such notice is actually received by the party to whom it is addressed or the fifth (5th) day after such notice is given.

19.3 **Governing Law; Jurisdiction.** As an additional consideration for the extension of credit, Borrower and each endorser, surety, guarantor and any other person who may become

liable for all or any part of this obligation understand and agree that the loan evidenced by this Note is made in Washoe County, State of Nevada and the provisions hereof will be construed in accordance with the laws of the State of Nevada; and such parties further agree that in the event of default, this Note may be enforced in any court of competent jurisdiction in Washoe County, State of Nevada and they do hereby submit to the jurisdiction of such court, regardless of their residence or where this Note or any endorsement hereof may be executed.

19.4 Assignability; Binding Effect. The term "Borrower" as used herein shall include the original Borrower of this Note and any party who may subsequently become liable for the payment hereof as an assignee with the consent of Lender, provided that Lender may, at its option, consider the original Borrower of this Note alone as Borrower unless Lender has consented in writing expressly to the substitution and novation of another party as Borrower. Lender may assign its interest in this Note to any other party without the prior written consent of Borrower.

19.5 Severability. Invalidation of any of the provisions of this Note or of any paragraph, sentence, clause, phrase or work herein, or the application thereof in any given circumstance, shall not affect the validity of the remainder of this Note.

19.6 Time of the Essence. Time is of the essence for the performance of each and every obligation of Borrower hereunder.

19.7 Gender. Within this Note, words of any gender shall be held and construed to include any other gender, and words in the singular shall be held and construed to include the plural, and the plural the singular unless the context otherwise requires.

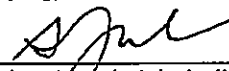
19.8 Joint Liability. If Borrower consists of more than one person or entity, the obligations of Borrower shall be the joint and several obligations of all such persons or entities, and any married person who executes this Note agrees that recourse may be had against his or her separate property for satisfaction of his or her obligations hereunder.

19.9 Priority. This Note shall constitute a first priority lien and first priority of payment over any other obligations of the Borrower. This Note is not subordinated to any other lender pursuant to any subordination provisions in the relevant loan documents.

19.10 Statute of Limitations. The pleading of any statute of limitations as a defense to the obligations evidenced by this Note is waived to the fullest extent permissible by law.

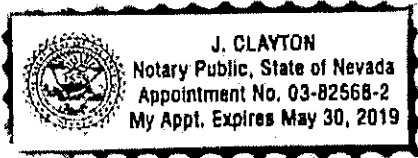
IN WITNESS WHEREOF, Borrower has executed this Note on the date of this Note.

Borrower:

By: 
Stanley S. Jaksick, individually and as Trustee
of the Stanley S. Jaksick 2013 Revocable Trust

STATE OF NEVADA,)
) ss.
COUNTY OF WASHOE.)

On this 13th day of Nov, 2015, personally appeared before me, a Notary Public, Stanley S. Jaksick, known to me or proven to me to be the person whose name is subscribed to the foregoing Secured Promissory Note, who acknowledged to me that he executed the same.





Notary Public

AMENDMENT TO SECURED PROMISSORY NOTE

This Amendment to the Secured Promissory Note dated November 13, 2015, by and between Stanley S. Jaksick individually and as Trustee of the Stanley S. Jaksick 2013 Revocable Trust dated July 18, 2013 ("Trust") and Incline TSS Ltd ("Incline") is amended as follows:

RECITALS

A. WHEREAS, on or about November 13, 2015, the Trust executed a promissory note with Incline in the principal amount of \$1,415,000.00 ("Note").


NOW, THEREFORE, the parties wish to amend the Note as provided herein:

1. Payment Amount. The payment amount and payment dates are amended for 2016 and 2017 as follows:

March 15, 2016	\$25,000.00
April 15, 2016	\$20,000.00
June 1, 2016	\$105,000.00
February 27, 2017	\$300,000.00

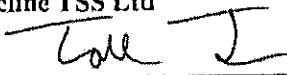
All other provisions of the Note remain in full force and effect and unamended.

Trustee:


Stanley S. Jaksick

Date: 3/15/, 2016

Incline TSS Ltd


Todd Jaksick, Manager

Date: 3/15, 2016

EXHIBIT C
(Certificate of Membership)

**CERTIFICATE OF LIMITED LIABILITY COMPANY
MEMBERSHIP INTEREST**

No. 6

**Organized Under the Laws of
Nevada**

*Interest 17.02%
(Class "A" Units)*

INCLINE TSS LTD

THIS CERTIFIES THAT Stanley S. Jaksick, Trustee of the Stanley S. Jaksick 2013 Revocable Trust dated July 18, 2013, is the owner of a 17.02% percent membership interest of Class "A" Units in Incline TSS Ltd., a Nevada limited liability company transferable only on the books of the Company by the holder of this Certificate in person or by Attorney-in-Fact upon surrender of this Certificate properly endorsed.

You are hereby notified that the Operating Agreement restricts the transfers of membership interest or economic interest in the Company, including the ability of any member to encumber its membership interest or economic interest, voting and other rights, including first rights of refusal.

IN WITNESS WHEREOF the said Company caused this Certificate to be signed by its duly authorized managers this _____ day of _____, 2015.

Todd Jaksick, Manager

EXHIBIT D
(Pledge and Security Agreement)

Pledge and Security Agreement

PLEDGE AND SECURITY AGREEMENT dated 11-13, 2015, made by:

SECURED PARTY: Incline TSS Ltd
500 Damonte Ranch Pkwy Suite 980
Reno, Nevada 89521

Debtor: Stanley S. Jaksick, individually and as Trustee of the
Stanley S. Jaksick 2013 Revocable Trust dated July 18, 2013
500 Damonte Ranch Pkwy Suite 980
Reno, Nevada 89521

PRELIMINARY STATEMENT

The Secured Party and Debtor has executed a Secured Promissory Note dated as of 11-13, 2015 (the "Promissory Note") with respect to the issuance sale of certain Class A Units by the Secured Party to Debtor. It is a requirement thereunder that the Debtor shall have granted the security interest as contemplated by the Promissory Note. All capitalized terms not defined herein shall have the meanings assigned to them in the Promissory Note.

Now, therefore, in consideration of the Borrower's representations, warranties and covenants herein, and the Promissory Note, the Debtor and Secured Party (collectively the "Parties" or individually the "Party") hereby agree as follows:

SECTION 1. Grant of Security

The Debtor hereby assigns and pledges to the Secured Party, and hereby grant to the Secured Party a security interest in all of the Debtor's right, title and interest in and to the following (the "Collateral"):

1.1 A 17.02% membership interest of Class A Units pursuant to Certificate No. 6 ("Membership Interest") in Incline TSS Ltd, a Nevada limited liability company organized and existing under the laws of the State of Nevada (hereinafter "Company"). The Membership Interest held as Collateral shall include any dividends or other distributions whether in money or property, upon or in respect of any Membership Interest or any additional issuance of interests, which shall be payable and/or held by the Collateral Agent in accordance with this Agreement, including without limitation, all of the proceeds, including all proceeds or property from the sale or disposition of the Membership Interest that at any time may be received or receivable or otherwise distributed or distributable to the Debtor in respect of, in substitution for, in addition to or in exchange for, any of the Membership Interest shall remain part of the Collateral which shall be held by the Collateral Agent in accordance with this Agreement. All dividends or other distributions (including cash dividends) whether in shares received or receivable upon or in respect of all or any Membership Interest and other property paid or payable on account of any return on, or repayment of, capital in respect of any Membership Interest or otherwise distributed or distributable in respect thereof (including redemption proceeds) shall remain part of the Collateral whether by way of dividends, property dividends, recapitalization, mergers, consolidations, splitups, accommodations, exchanges of shares or other interests or other reorganization of the Company. The Collateral shall include all other property that may at any time be received or receivable or otherwise distributed or distributable to the Debtor in respect of, in substitution of, in addition to or in exchange for, any of the foregoing; and all proceeds in respect of the foregoing and all rights and interest of the Debtor in respect thereof or evidenced thereby including, without limiting the generality of the foregoing, all money to be received or receivable from time to time by the Debtor in connection with the sale, transfer or other disposition of any of the foregoing.

All certificates, instruments or other documents representing the Collateral must be endorsed for transfer or accompanied by powers of attorney, all as satisfactory to the Secured Party, and shall be delivered immediately with the Collateral, and held in accordance with Section 21. The Collateral Agent is appointed in Section 21.

SECTION 2.
Security for Obligations

This Agreement shall secure the payment of the then current and collective obligations of the Debtor now or hereafter existing under this Agreement and the Promissory Note dated 11-13, 2015, whether for principal, interest, attorney's fees, expenses or otherwise (all of such obligations of the Debtor referred to as the "Obligations"). Unless and until there is an Event of Default and the Secured Party exercises and elects to pursue its remedies against the Collateral in accordance with Section 11 (Remedies) of this Agreement, the Debtor shall be entitled to vote the Membership Interest in accordance with the Company's constituent and governance documents.

SECTION 3.
Debtors Remains Liable

Notwithstanding anything herein to the contrary, (a) the Debtor shall remain liable under the contracts and agreements with respect to the acquisition of the Collateral to the extent set forth therein to perform all of their duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise of the Secured Party of any of the rights hereunder shall not release the Debtor from any of Debtor's duties or obligations under such contracts and agreements for the acquisition of the Collateral, and (c) the Secured Party shall not have any obligation or liability under the contracts and agreements included as part of the Collateral by reason of this Agreement, nor shall the Secured Party be obligated to perform any of the obligations or duties of the Debtor thereunder.

SECTION 4.
Representations and Warranties

4.1 Joint Representations. The Parties represent that they are authorized to execute and deliver this Agreement and Secured Promissory Note.

4.2 Debtor Representations. The Debtor represents, warrants and covenants:

(1) Any proceeds from above described Collateral including, without limitation, a sale thereof shall be payable to reduce the Obligations.

(2) The pledge of the Collateral creates a valid first priority security interest in the Collateral, which security interest is a perfected security interest, securing the payment of the Obligations.

(3) The Debtor shall keep the Collateral free and clear of any lien, security interest, charge or encumbrance except only for the security interest created by this Agreement.

(4) The Debtor is the sole legal and beneficial owner of all of the Collateral;

(5) The Collateral is not encumbered, pledged or charged in any manner whatsoever and have been validly issued and are outstanding as fully paid and non-assessable;

(6) There are no outstanding calls for the Collateral;

(7) The Debtor has full power, authority, right and capacity to pledge, assign and deliver the Collateral as herein provided.

(8) The execution and delivery of this Agreement by the Debtor and the fulfillment of or compliance with the terms and conditions of this Agreement by the Debtor will not violate, contravene, breach or offend against or result in any default under any indenture, mortgage, lease, agreement, instrument, statute, regulation, order, judgment, decree or law to which the Debtor is a party or subject to or by which the Debtor is bound or affected; and

(9) Debtor has the required financial means (i.e. income and assets) to make all payments under the Promissory Note and any other payments including, without limitation, any bank guarantees.

(10) The Debtor shall provide the Collateral Agent or its nominee with such proxies in favor of the Debtor as are required by the Collateral Agent from time to time to allow the Collateral Agent to vote the Collateral pursuant to this Agreement;

(11) No action shall be taken if it would be prejudicial to the interests of the Secured Party or would violate or be inconsistent with this Agreement or the Promissory Note or would have the effect of reducing the value of the Collateral as security for the Obligations or imposing any restriction on the transferability of any of the Collateral.

(12) Deliver a certificate or certificates representing the Collateral assigned and registered in the name of Collateral Agent or Secured Party, duly endorsed by Debtor. In the event of a submission of that certificate or certificates to Company for transfer by the Collateral Agent, Company shall issue to Collateral Agent a certificate representing the Collateral, registered in the Collateral Agent's or Secured Party's name pursuant to this Agreement.

(13) Debtor agrees Todd Jaksick is and will continue to be the sole Executive Committee Manager.

SECTION 5. **Further Assurances**

5.1 The Debtor agrees that from time to time, at the expense of the Debtor, the Debtor will promptly execute and deliver all further instruments and documents, and take all further action, that may be reasonably necessary or desirable, or that the Secured Party may reasonably request, in order to perfect and protect any security interest granted hereby or to enable the Secured Party to exercise and enforce the rights hereunder. Without limiting the generality of the foregoing, the Debtor will execute and file such financing or continuation statements, or amendments thereto, and such other instruments or notices as may be necessary or desirable, or as the Secured Party may reasonably request, in order to perfect and preserve the security interest granted or purported to be granted.

5.2 The Debtor will furnish to the Secured Party from time to time, personal financial statements and schedules and such other reports in connection with the Collateral as the Secured Party may reasonably request, at reasonable intervals, all in reasonable detail.

SECTION 6. **Taxes**

The Debtor shall pay promptly when due all property and other taxes, assessments, governmental charges or levies resulting from or imposed upon or against the Collateral.

SECTION 7. **Life Insurance**

(Reserved)

SECTION 8. **Secured Party Performance**

8.1 **Notice.** If the Debtor fails to perform any agreement contained herein, the Secured Party after five (5) days' prior written notice may perform, or cause performance of, such agreement, and the expenses of the Secured Party incurred in connection therewith shall be payable by the Debtor in accordance with this Agreement.

8.2 **Power of Attorney.** Debtor hereby appoints immediately and unconditionally Secured Party (and/or Collateral Agent as the case may be), as Debtor's attorney in fact with full authority in the place and stead of Debtor and in the name of Debtor or otherwise, from time to time in Secured Party's reasonable discretion and to the full extent permitted by law to take any action and to execute any instrument which Secured Party may deem reasonably necessary or advisable to accomplish the purposes of this Agreement in accordance with the terms and provisions hereof, including without limitation, to receive, endorse and collect all instruments made

payable to Debtor representing any dividend, interest payment or other distribution in respect of the Collateral or any part thereof and to give full discharge for the same. This power of attorney is a power coupled with an interest and shall be irrevocable. Secured Party shall be accountable only for amounts that it actually receives as a result of the exercise of such powers and in no event shall Secured Party or any employees or agents who work with Secured Party be responsible to Debtor for any act or failure to act, except for gross negligence or willful misconduct. The Debtor hereby authorizes the Secured Party to take such action and to exercise such powers hereunder as provided herein, together with such powers as are reasonably incident thereto. Secured Party may execute any of his or her duties hereunder by or through agents or employees and shall be entitled to request and act in reliance upon the advice of counsel concerning all matters pertaining to its duties hereunder. The Secured Party or any employees or agents who work with Secured Party shall not be liable or responsible to the Secured Party or to Debtor for any action taken or omitted to be taken by Secured Party or any other such person hereunder or under any related agreement, instrument or document except in the case of gross negligence or willful misconduct on the part of the Secured Party.

8.3 Indemnity. In the case of this Agreement and each instrument and document relating to any of the Collateral and the Debtor hereby agrees to hold the Secured Party harmless, and to indemnify the Secured Party from and against any and all loss, damage, expenses or liability which may be incurred by the Secured Party under this Agreement and the transactions contemplated hereby and any related agreement or other instrument or document, as the case may be, unless such liability shall be caused by the willful misconduct or gross negligence of the Secured Party.

8.4 Collateral Agent. Any and all rights and remedies available to the Secured Party under this Agreement accrue in favor of and/or may be exercised by or through the Collateral Agent.

SECTION 9. **Secured Party's Duties**

Unless otherwise required by applicable law, the powers conferred on the Secured Party hereunder are solely to protect the Secured Party's interest in the Collateral and shall not impose any duty upon the Secured Party to exercise any such powers. Unless otherwise required by applicable law and except for the safe custody of any Collateral in the Secured Party's possession and the accounting for monies actually received by the Secured Party hereunder, the Secured Party shall have no duty as to any of the Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any of the Collateral.

SECTION 10. **Default**

At the option of Secured Party, the unpaid principal balance of the Obligation thereon shall become immediately due, payable and collectible, after prior written notice and demand, specifying the default and in the event such default is not cured within five (5) days after the date on which such notice is given except as provided in paragraph (1) below. The occurrence at any time of any of the following events shall be deemed to be an "Event of Default" hereunder:

(1) If any sum due or becoming due pursuant to this Promissory Note is not received in full by Secured Party on or before the date without notice or demand in which said sum is due in accordance with the terms of the Promissory Note.

(2) Debtor's material breach or violation of any agreement or covenant contained in the Promissory Note or this Agreement or any bank guarantee or any of them, or in any other instrument securing, evidencing or relating to the indebtedness evidenced by the Obligation.

(3) Debtor transfers, disposes, assigns or sells any of the Debtor's interest in the Company pledged as security collateral for the Obligation provided, however, that such due on sale clause shall not apply in the event Debtor's stock is otherwise sold, transferred or exchanged in a merger, division, recapitalization or other reorganization in accordance with this Agreement.

(4) On the death of the Debtor or if Debtor makes any assignment for or petitions for or enters into an arrangement for the benefit of creditors, or if a petition in bankruptcy is filed against Debtor which is not discharged within ninety (90) days thereafter.

SECTION 11.

Remedies

At any time after an Event of Default shall have occurred, Secured Party shall have:

11.1 The rights available in accordance with the Nevada Uniform Commercial Code and in addition, Secured Party shall have:

(1) All rights of the Collateral to exercise the voting and other consensual rights which the Debtor (or the Collateral Agent) would otherwise be entitled to exercise shall cease and all such rights shall thereupon become vested in Secured Party who shall thereupon have the sole right, but not the obligation, to exercise such voting and other consensual rights. So long as no Event of Default, as defined in this Agreement, shall have occurred and be continuing, the Debtor shall be entitled to exercise its voting, rights not inconsistent with the terms of this Agreement.

(2) The right to collect the payment of dividends or other distributions on the Membership Interest as described in Section 1, but all such dividends and other distributions, if and when received by the Debtor, shall be forthwith paid to the Secured Party; and

(3) The right to foreclose upon and transfer the title to the Collateral (i) at the request of Secured Party, Debtor shall assemble and make available to Secured Party copies of Company records relating to the Membership Interest at any place or places specified by Secured Party, together with such other information as Secured Party shall reasonably request concerning the Membership Interest; and (ii) Secured Party or its nominee shall have the right, but shall not be obligated, to vote or give consent with respect to the Membership Interest or any part thereof.

(4) The right to, without notice, advertisement or any other formality, all of which are hereby waived by Debtor unless otherwise prohibited by the Nevada Uniform Commercial Code to sell any of the Collateral, by public or private sale (and the Secured Party may be a purchaser at any such sale), at such place and on such terms as to the Secured Party may seem reasonable, including, without limitation, terms that provide time for payment or credit, provided always that:

(a) the Secured Party shall not be bound under any circumstances to realize upon any Collateral or allow any of the Collateral to be sold, and shall not be responsible for retention or refusal to sell the Collateral; nor shall the Secured Party be obliged to collect or see to the payment of dividends or other distributions on the Membership Interest, but all such dividends and other distributions, if and when received by the Secured Party or Collateral Agent, shall be forthwith paid to the Secured Party; and

(b) the Debtor shall be entitled to be credited only with the net proceeds of any sale or other disposition of the Collateral when received by the Secured Party and the net proceeds of such sale or disposition shall mean all amounts received in cash by the Secured Party upon the sale or other disposition of all or any of the Collateral, less all such indebtedness, Obligations, payments, costs and expenses as are enumerated in this Agreement;

(5) The right and power to receive all dividends and other distributions in respect of any and all of the Membership Interest and the right and power to:

(1) represent the Membership Interest at any meeting or meetings of the members of the Company; and

(2) exercise all voting rights attached to any of the Membership Interest;

(6) The right to exercise any option or right the Debtor may have at any time to acquire additional capital of the Company (provided that the Secured Party shall not be bound nor required to exercise any such option or right), and any advance made by the Secured Party for such purpose shall be added to the Obligation; and

(7) The right to revoke any proxy granted to the Collateral Agent or its nominee pursuant to this Agreement.

(8) The right to sell the Collateral free of any right of redemption which is hereby waived by the Debtor.

(9) The Secured Party shall not be required to surrender the Membership Interest unless and until the Obligations have been fully satisfied.

11.2 The net proceeds of sale of the Collateral and any dividends and other distributions received by the Secured Party shall be applied to the Obligations as follows:

(1) Firstly, in payment of all reasonable costs and expense incurred by Secured Party with reference to the Collateral or the realization thereof (including reasonable legal fees and court costs);

(2) Secondly, in payment and satisfaction of the Obligations other than the costs and charges referred to in Subsection (1) above; and

(3) Thirdly, any surplus, including excess Membership Interest, shall be paid or transferred to the Debtor.

Upon the sale of the Membership Interest reasonably required to satisfy the Obligations, the Collateral Agent or Secured Party as the case may be, shall immediately turn over the balance (if any) of Membership Interest remaining to the Debtor once the obligations are satisfied in full. Further, Debtor also agrees Secured Party may proceed with its remedy of strict foreclosure and retain the Collateral without any sale of the Collateral or any claim to a deficiency.

11.3 All rights and remedies of the Secured Party set out in this Agreement are cumulative and no right or remedy contained in this Agreement is intended to be exclusive but each shall be in addition to any other right or remedy contained in this Agreement or any existing or further security document entered into by the Debtor and the Secured Party shall not be obliged to exhaust its recourse against any other party or parties or against any other security or securities that it may hold before realizing or otherwise dealing with the Collateral in such manner as the Secured Party considers desirable and the Secured Party may grant renewals, extensions, indulgences, releases and discharges may abstain from taking securities or perfecting securities from and may otherwise deal with all other parties and securities (including the Membership Interest) as the Secured Party may see fit, without prejudice to the liability of the Debtors to the Secured Party and without prejudice to the right of the Secured Party to hold, deal with and realize on the Collateral in any manner which the Secured Party considers desirable.

The Debtor agrees that, to the extent notice of sale shall be required by law, at least ten (10) days' notice to the Debtor of the time and place of any sale (public or private) is to be made shall constitute reasonable notification. The Secured party shall not be obligated to make any sale of Collateral, regardless of notice of sale having been given. The Secured Party may adjourn the sale from time to time by announcement at the time and place fixed therefor, and such sale may, with further written notice, be made at the time and place to which it was so adjourned.

SECTION 12.

Indemnity and Expenses

Debtor agrees to indemnify the Secured Party from and against any and all claims, losses and liabilities (including without limitation, third party claims) arising out of or resulting from this Agreement (including without limitation, enforcement of this Agreement).

SECTION 13.

Amendments

No amendment of any provision of this Agreement, nor consent to any departure here from, shall in any event be effective unless the same shall be in writing and signed by the Secured Party and the Debtor, and then such consent shall be effective only in the specific instance and for the specific purpose for which given.

SECTION 14.

Notices

Except as otherwise provided herein, all notices, request, demands, consents, instructions or other communications to Secured Party, Collateral Agent or Debtor under this Agreement shall be in writing and telecopied, mailed or delivered to each party at its facsimile number or address

- (i) if to the Collateral Agent at: Incline TSS Ltd
500 Damonte Ranch Pkwy Suite 980
Reno, Nevada 89521
- (ii) if to the Secured Party at: Incline TSS Ltd
500 Damonte Ranch Pkwy Suite 980
Reno, Nevada 89521
Telephone No. 775-825-1888
- (iii) if to the Debtor at: Stanley S. Jaksick
500 Damonte Ranch Pkwy Suite 980
Reno, Nevada 89521
Telephone No. 775-825-1888

All such notices and communications shall be effective (a) when sent by Federal Express or other overnight service of recognized standing, on the second (2nd) business day following the deposit with such service; (b) when mailed by registered or certified mail, first class postage prepaid and addressed as aforesaid through the United States Postal Service, upon receipt; (c) when delivered by hand, upon delivery; and (d) when faxed, upon receipt.

SECTION 15.

Continuing Security Interest; Assignment

This Agreement shall create a continuing security interest in the Collateral and shall (1) remain in full force and effect until payment in full of the Obligations; (2) be binding upon the Collateral Agent, Debtor, Secured Party, their successors and assigns; and (3) inure to the benefit of the Secured Party and Debtor and their successors, transferees and assigns. The Secured Party may assign or otherwise transfer the Promissory Note or this Agreement held by it to any other person or entity. Upon the payment in full of the Obligations, the terms of this Agreement shall survive except the security interest granted hereby shall terminate and all rights to the Collateral shall revert to the Debtor. Upon any such termination, the Secured Party shall, at the Debtor's expense, execute and deliver to the Debtor such documents as the Debtor shall reasonably request to evidence such termination.

SECTION 16.

Governing Law; Forum

This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, including the validity or perfection of the security interest hereunder, or remedies hereunder, in respect of any particular Collateral even if governed by the laws of a jurisdiction other than the State of Nevada. Unless otherwise defined herein, the terms used in the Nevada Uniform Commercial Code are used herein as therein defined.

SECTION 17.

Costs and Attorney Fees

The prevailing party will pay all reasonable costs and expenses of collection, including reasonable attorneys' fees.

SECTION 18.

Waiver

No waiver by a party of any breach or default will be a waiver of any breach or default occurring later. A waiver will be valid only if it is in writing and signed by the party to be charged with such waiver.

SECTION 19.
Survival

The Debtor's representations and warranties made in this Agreement survive after the full payment of the Obligation.

SECTION 20.
Entire Agreement

There are no other terms, conditions, covenants and agreements, representations and warranties other than contained in this Agreement to be observed or performed by the Secured Party and the Debtor.

SECTION 21.
Collateral Agent

The Membership Interest shall be registered in the name of the Secured Party and shall be in the possession of the Collateral Agent who shall be Incline TSS Ltd and such Membership Interest, from time to time, may be surrendered to the Company for transfer, registration or in exchange for Membership Interest of different denominations; provided, however, that such Membership Interest of different denominations shall be reasonably equivalent in value to the Membership Interest subject to this Agreement.

SECTION 22.
Company and Debtor Covenants

22.1 Dilution. The Debtor agrees the outstanding Membership Interest of the Company may hereafter be increased or decreased or changed into or exchanged for a different number or kind of shares or other securities of the Company or of another company by reason of any subsequent issuance or recapitalization, reclassification, split up, combination of shares or dividends or other distribution payable in capital or the authorization of additional Membership Interests or other classes of Membership Interests that may have the effect of diluting the Debtor's Membership Interest and the Secured Parties Collateral.

22.2 Debtor agrees to deliver to Secured Party:

1. Within ninety (90) days after the end of each of Debtor's fiscal quarter, financial statements of Debtor for each such fiscal quarter audited by independent certified public accountants acceptable to Secured Party, including, but not limited to, a balance sheet, profit and loss statement and statement of cash flows and such accountants' letter to management.
2. Any other report requested by Secured Party relating to the Collateral and the financial condition of Debtor.
3. With the financial statements described in (1) and (2) above, a certificate signed by the chief financial officer of Debtor to the effect that all reports, statements, computer disk or tape files and printouts or other computer-prepared information of any kind relating to the documents delivered or caused to be delivered to Secured Party under this subsection fairly and thoroughly present the financial condition of Debtor and that there exists on the date of delivery to Secured Party, no condition or event that constitutes a breach of or event that constitutes an Event of Default under this Agreement.
4. Copies of each of Debtor's future federal income tax returns and any amendments thereto, within thirty (30) days of filing thereof with the Internal Revenue Service.
5. Copies of all receipts for the payment of federal withholding taxes required of the Company promptly after they are paid by the Company.

22.3 Debtor shall promptly supply Secured Party with such other information concerning its affairs as Secured Party may request from time to time hereafter and shall promptly notify Secured Party of any material adverse change in Debtors financial condition.

SECTION 23.
Additional Assurances


Secured Party may from time to time on request require Debtor to execute and deliver such further and other assurances, assignments, consents and documents as may be reasonably necessary for the purpose of perfecting Secured Party's security in the Collateral.

SECTION 24.
Severability

If any provisions of this Agreement is determined to be invalid or enforceable in whole or in part, such a validity or unenforceability will attach only to such provision or part thereof and the remaining part of such provision and/or other provisions will continue in full force and effect to the extent permitted by applicable law.

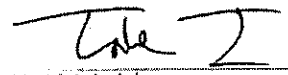
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

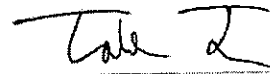
Debtor:


Stanley S. Jaksick, individually as Trustee
of the Stanley S. Jaksick 2013 Revocable Trust

Secured Party: Incline TSS Ltd

Collateral Agent: Incline TSS Ltd

By: 
Name: Todd Jaksick
Title: Manager
Date: _____, 2015

By: 
Name: Todd Jaksick
Title: Manager
Date: _____, 2015

Attachment 2

Assignment Separate from Certificate

For value received and pursuant to that certain Secured Promissory Note dated as of 11/13, 2015 (the "Note") and Security Agreement dated as of 11/13, 2015 (the "Security Agreement"), Stanley S. Jaksick ("Debtor") hereby grants a security interest in and unto Incline TSS Ltd (the "Secured Party") eighteen percent (17.02%) interest in Incline TSS Ltd, a Nevada limited liability company, standing in the undersigned's name on the books of said entity represented by Certificate No. herewith, and does hereby irrevocable constitute and appoint the Collateral Agent as attorney in fact to transfer the said stock on the books of the said company with full power of substitution in the premises in accordance with the terms of the Promissory Note and Security Agreement. THIS ASSIGNMENT MAY ONLY BE USED AS AUTHORIZED BY THE PROMISSORY NOTE AND THE SECURITY AGREEMENT.

Dated: 11/13, 2015



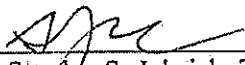
Stanley S. Jaksick

Instruction: Please do not fill in any blanks other than the signature line. The purpose of this assignment is to enable the Secured Party to exercise its foreclosure rights set forth in the Note without requiring additional signatures on the part of Debtors.

EXHIBIT E
(Stanley Consent to Operating Agreement)

**CONSENT TO INCLINE TSS
AMENDED AND RESTATED OPERATING AGREEMENT
DATED March 17, 2014.**

Pursuant to Section 3.4 of the Contribution and Issuance Agreement (LLC Interest), Stanley S. Jaksick, Trustee of the Stanley S. Jaksick Revocable Trust dated July 18, 2013, agrees to abide by the terms of the Incline TSS, Ltd, Amended and Restated Operating Agreement dated March 17, 2014.

By: 
Stanley S. Jaksick, Trustee
Date: 11-13-15

Document Code \$3545
Donald A. Lattin, Esq.
Nevada Bar No. 693
L. Robert LeGoy, Jr., Esq.
Nevada Bar No. 698
Brian C. McQuaid, Esq.
Nevada Bar No. 7090
Maupin, Cox & LeGoy
4785 Caughlin Parkway
Reno, Nevada 89519
(775) 827-2000
Attorneys for the Petitioners

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

In the Matter of the Administration of the
Samuel S. Jaksick, Jr. Family Trust

Case No.
Dept. No. PR

**PETITION FOR CONFIRMATION OF TRUSTEES AND
ADMISSION OF TRUST TO THE JURISDICTION OF THE COURT,
AND FOR APPROVAL OF ACCOUNTINGS
AND OTHER TRUST ADMINISTRATION MATTERS**

Todd B. Jaksick and Michael S. Kimmel (the "Petitioners"), as Co-Trustees of The Samuel S. Jaksick, Jr. Family Trust, petition the Court for confirmation of Todd B. Jaksick, Stanley S. Jaksick, and Michael S. Kimmel as Co-Trustees and admission of The Samuel S. Jaksick, Jr. Family Trust to the jurisdiction of the Court, for confirmation of the situs and applicable law governing the administration of The Samuel S. Jaksick, Jr. Family Trust, for approval of the annual accountings for The Samuel S. Jaksick, Jr. Family Trust, and for ratification and approval of other trust administration matters concerning The Samuel S. Jaksick, Jr. Family Trust. This Petition is based on the following Points & Authorities and the Exhibits attached hereto.

POINTS & AUTHORITIES

1
2
3 1. The Samuel S. Jaksick, Jr. Family Trust (the "Trust") was established on or
4 about December 4, 2003, by Samuel S. Jaksick, Jr. (the "Grantor"). On June 29, 2006, the
5 Grantor executed The Samuel S. Jaksick, Jr. Family Trust Agreement (As Restated), a true
6 and correct copy of which is attached hereto as "Exhibit 1" (the "Restated Trust
7 Agreement"). On December 10, 2012, the Grantor executed a document entitled Second
8 Amendment To The Samuel S. Jaksick, Jr. Family Trust Agreement Restated Pursuant To
9 The Third Amendment Dated June 29, 2006, a true and correct copy of which is attached
10 hereto as "Exhibit 2" (the "Second Amendment"). The Restated Trust Agreement and the
11 Second Amendment are the current operative governing documents for the Trust.

12 2. The Grantor died on April 21, 2013, in Washoe County, Nevada, and a copy
13 of the Certificate of Death is attached hereto as "Exhibit 3." The Grantor was survived by
14 his wife, Janene Barger, who is since deceased, and his three children, Todd B. Jaksick
15 ("Todd"), Stanley S. Jaksick ("Stan"), and Wendy A. Jaksick ("Wendy"). As a result of the
16 Grantor's death, Todd B. Jaksick, Stanley S. Jaksick, and Kevin Riley initially became the
17 successor Co-Trustees of the Trust.¹ However, due to certain licensing requirements of the
18 Colorado Division of Gaming, Kevin Riley resigned as a Co-Trustee effective July 31, 2013,
19 and Todd B. Jaksick and Stanley S. Jaksick served as the sole Co-Trustees until
20 December 2016. On or about December 13, 2016, and pursuant to the power granted him
21 under paragraph 2. of the Second Amendment, Todd B. Jaksick appointed Michael S.
22 Kimmel as a Co-Trustee of the Trust along with him and Stanley S. Jaksick, and Todd B.
23 Jaksick, Stanley S. Jaksick, and Michael S. Kimmel (the "Trustees") have since been
24 serving in that capacity through the current time. A true and correct copy of the
25

26

¹ Paragraph 2. of the Second Amendment.

1 Appointment of Co-Trustee is attached hereto as "Exhibit 4."

2 3. The Trust became irrevocable in it's entirety upon the death of the Grantor²,
3 and is to be held, administered, and distributed in accordance with paragraphs B., D., and
4 F. of Article II of the Restated Trust Agreement, as amended by the Second Amendment.
5 As shown by the accountings discussed below, the trust estate had assets valued as of the
6 Grantor's date of death of approximately \$8.3 million, which consisted entirely of the
7 Grantor's separate property. However, there were creditors claims in excess of \$10.4
8 million submitted against the Trust.

9 4. A federal estate tax return was filed with the IRS, and all federal estate taxes
10 owed have been paid in full.

11 5. The Restated Trust Agreement, as amended by the Second Amendment,
12 provides for the distribution of the trust estate in three (3) equal shares, with one (1) share
13 for the benefit of Wendy and her children, one (1) share for the benefit of Todd and his
14 children, and one (1) share for the benefit of Stan and his children, as more specifically
15 detailed below.

16 6. Out of Wendy's share of the trust estate, (i) the sum of \$100,000 is to be
17 distributed to The Samuel S. Jaksick, Jr. Irrevocable Grandchild Trust No. 3 for the benefit
18 of Alexi Smrt ("Grandchild Trust No. 3"), (ii) 20% of the balance is to be distributed to The
19 Samuel S. Jaksick, Jr. Irrevocable Grandchild Trust No. 2 for the benefit of Luke Jaksick
20 ("Grandchild Trust No. 2"), and (iii) the remaining balance is to remain in trust for the
21 benefit of Wendy for her lifetime.³

22 7. Out of Todd's share of the trust estate, (i) the sum of \$200,000 is to be
23 distributed to The Samuel S. Jaksick, Jr. Irrevocable Grandchild Trust No. 1 for the benefit
24

25 ² Paragraph C. of Article III of the Restated Trust Agreement.

26 ³ Paragraph 3.2 of the Second Amendment.

1 of Benjamin Jaksick and Amanda Jaksick ("Grandchild Trust No. 1"), and (ii) the remaining
2 balance is to remain in trust for the benefit of Todd for his lifetime.⁴

3 8. Out of Stan's share of the trust estate, (i) the sum of \$300,000 is to be
4 distributed to The Samuel S. Jaksick, Jr. Irrevocable Grandchild Trust No. 4 for the benefit
5 of Regan Jaksick, Sydney Jaksick, and Sawyer Jaksick ("Grandchild Trust No. 4"), and (ii)
6 the remaining balance is to remain in trust for the benefit of Stan for his lifetime.⁵

7 9. As a result of extensive and complex creditor issues involving the Trust and
8 various related entities, the Trustees have worked diligently to manage and administer the
9 trust estate in such a manner as to reduce trust debt to the maximum extent possible while
10 at the same time attempting to preserve value in the various trust assets for the ultimate
11 benefit of all of the trust beneficiaries. As a result, while the Trustees have succeeded in
12 making partial distributions to the various beneficiaries as detailed below, the Trust is not
13 yet in a position for final distribution until such time as all remaining creditor issues have
14 been resolved.

15 10. At the time of the Grantor's death, the Grantor was a Nevada resident, and
16 the Trustees are all Nevada residents residing in Washoe County, Nevada. Accordingly,
17 Petitioners request this Court to confirm the Trustees as the Co-Trustees of the Trust and
18 to admit the Trust to the jurisdiction of the Court as a proceeding in rem pursuant to NRS
19 164.010(1).⁶

21 ⁴ Paragraph 3.3 of the Second Amendment and paragraph F. of Article II of the Restated
22 Trust Agreement.

23 ⁵ Paragraph 3.3 of the Second Amendment and paragraph F. of Article II of the Restated
Trust Agreement.

24 ⁶ NRS 164.010(1) provides that "[u]pon petition of any person appointed as trustee of an
25 express trust by any written instrument other than a will . . . the district court of the county
26 in which the trustee resides or conducts business, or in which the trust has been
domiciled, shall consider the application to confirm the appointment of the trustee and
specify the manner in which the trustee must qualify. Thereafter the court has jurisdiction
of the trust as a proceeding in rem." (Emphasis added)

1 11. In addition, assuming that the Court confirms the Trustees as the Co-
2 Trustees of the Trust and admits the Trust to the jurisdiction of the Court, the Petitioners
3 further request that the Court confirm that the place of administration and situs of the Trust
4 is Washoe County, Nevada.

5 12. Paragraph M. of Article VIII of the Restated Trust Agreement provides that
6 the validity of the Restated Trust Agreement and the construction of its beneficial
7 provisions are to be governed by Nevada law. Accordingly, assuming that the Court
8 confirms the Trustees as the Co-Trustees of the Trust and admits the Trust to the
9 jurisdiction of the Court, the Petitioners further request that the Court confirm that the laws
10 of the State of Nevada are to govern the administration of the Trust by the Trustees in all
11 respects.

12 13. Attached hereto and incorporated herein by reference are all of the formal
13 accountings that have been issued by the Trustees with respect to the Trust in accordance
14 with the terms of the Restated Trust Agreement:

15 (i) Samuel S. Jaksick Jr. Family Trust Financial Statements for the period
16 April 21, 2013, through March 31, 2014, attached hereto as "Exhibit 5."

17 (ii) Samuel S. Jaksick Jr. Family Trust Financial Statements for the period
18 April 1, 2014, through March 31, 2015, attached hereto as "Exhibit 6."

19 (iii) Samuel S. Jaksick Jr. Family Trust Financial Statements for the period
20 April 1, 2015, through March 31, 2016, attached hereto as "Exhibit 7."

21 (iv) Wendy Jaksick Trust Under The Samuel S. Jaksick Jr. Family Trust
22 Agreement Financial Statements for the period April 21, 2013, through December 31,
23 2016, attached hereto as "Exhibit 8."
24
25
26

Petitioners seek approval of each of the above accountings of the Trust, collectively referred to as the "Trust Accountings," pursuant to NRS 164.015(1)⁷ and NRS 153.031(1)(f)⁸. Petitioners seek an order from this Court that such Trust Accountings are all settled, allowed, and approved as filed, including all transactions reflected therein and payment of all trustee fees, attorneys' fees, and other professional fees and administrative expenses set forth therein.

14. In addition, throughout the course of the administration of the Trust, the Trustees and beneficiaries have entered into numerous written agreements authorizing and approving various actions taken by the Trustees on behalf of the Trust. Attached hereto and incorporated herein by reference are each of the following agreements:

(i) Agreement and Consent to Proposed Action dated July 16, 2013, attached hereto as "Exhibit 9," approving the distribution of certain shares of stock in Pioneer Group, Inc. to Todd's sub-trust and Stan's sub-trust.

(ii) Agreement and Consent to Proposed Action dated July 24, 2013, attached hereto as "Exhibit 10," approving the use of trust funds to make payments under the certain Indemnification and Contribution Agreement between the Grantor and Todd B. Jaksick.

(iii) Agreement and Consent to Proposed Action dated August 14, 2013, attached hereto as "Exhibit 11," approving the use of trust funds to cover deficiencies

⁷ NRS 164.015(1) provides that "[t]he court has exclusive jurisdiction of proceedings initiated by the petition of an interested person concerning the internal affairs of a nontestamentary trust Proceedings which may be maintained under this section are those concerning the administration and distribution of trusts, the declaration of rights and the determination of other matters involving trustees and beneficiaries of trusts, including petitions with respect to a nontestamentary trust for any appropriate relief provided with respect to a testamentary trust in NRS 153.031."

⁸ NRS 153.031(1)(f) provides that a trustee may petition the court regarding any aspect of the affairs of the trust, including "[s]ettling the accounts and reviewing the acts of the trustee, including the exercise of discretionary powers."

1 incurred by entities the Trust is associated with.

2 (iv) Agreement and Consent to Proposed Action dated August 26, 2013,
3 attached hereto as "Exhibit 12," approving the sale of cattle on White Pine Ranch.

4 (v) Agreement and Consent to Proposed Action dated January 31, 2014,
5 attached hereto as "Exhibit 13," approving the transfer of the Super Cub aircraft to Duck
6 Lake Ranch LLC.

7 (vi) Agreement and Consent to Proposed Action dated April 15, 2014,
8 attached hereto as "Exhibit 14," approving the use of White Pine Ranch funds to pay taxes
9 on behalf of the Trust.

10 (vii) Agreement and Consent to Proposed Action dated August 28, 2014,
11 attached hereto as "Exhibit 15," approving a loan to the Trust from The SSJ's Issue Trust.

12 (viii) Agreement and Consent to Proposed Action dated September 25,
13 2014, attached hereto as "Exhibit 16," approving an additional loan to the Trust from The
14 SSJ's Issue Trust.

15 Petitioners seek an order from this Court that each of the above agreements,
16 collectively referred to as the "Agreements & Consents," are ratified and approved, and that
17 the Trustees are relieved from any liability for actions reasonably taken in reliance on such
18 Agreements & Consents.

19 15. On or about October 21, 2013, Wendy submitted a Creditor Claim against
20 the Trust in the amount of \$231,432, plus interest, relating to that certain Unsecured
21 Promissory Note that was previously assigned to her from the Wendy Ann Jaksick Smrt
22 1995 Insurance Trust (hereafter the "Note"). A true and correct copy of the Creditor Claim
23 and certain supporting documentation is attached hereto as "Exhibit 17" and incorporated
24 herein by reference. It was agreed by Wendy shortly after the Grantor's death, and
25 numerous times thereafter, that payments being made to her from both the Trust and the
26

1 Jaksick Family LLC were to be treated as advances against, and therefore credited to, the
2 Note. This included, but was not limited to, Wendy executing two Promissory Notes, a
3 Security Agreement, and numerous receipts, all of which are attached hereto as "Exhibit
4 18" and incorporated herein by reference.

5 16. Attached hereto as "Exhibit 19" and incorporated herein by reference is a
6 detailed listing of all of the advances made to Wendy and credited against the Note.
7 Between July 17, 2013, and December 31, 2013, Wendy received advances totaling
8 \$31,263.00. She then received advances totaling \$63,736.29 in 2014 and \$116,751.50 in
9 2015. Finally, between January 1, 2016 and July 21, 2016, Wendy received additional
10 advances totaling \$85,535.41. This results in total advances of \$297,286.20 over the 36
11 month period between July 2013 to July 2016. As detailed by the attached worksheet,
12 these advances ultimately resulted in the Note being satisfied in full on July 21, 2016. Also
13 included in Exhibit 19 is an amortization schedule reflecting the entire payment history on
14 the Note from its inception through its satisfaction in July 2016. All advances subsequent
15 to July 21, 2016, are being treated as advances against any future funding of Wendy's
16 subtrust.

17 17. Petitioners therefore seek an order from this Court that Wendy's Creditor
18 Claim and the Note have been paid in full, that the Trustees have no further liability with
19 respect to the Creditor Claim and the Note, and that the Trustees are authorized to
20 continue to treat all payments made to Wendy or on Wendy's behalf subsequent to July
21 21, 2016, as advances against any future funding of Wendy's subtrust.

22 18. On April 28, 2017, the Trustees made a distribution of \$300,000 cash from
23 the Trust as follows: (1) Stan's \$100,000 share was distributed to the Grandchild Trust No.
24 4 for his children per section 3.3 of the Second Amendment, (2) Todd's \$100,000 share
25 was distributed to the Grandchild Trust No. 1 for his children per section 3.3 of the Second
26

1 Amendment, and (3) Wendy's \$100,000 share was distributed to Grandchild Trust No. 3
2 for her daughter Alexi Smrt per section 3.2 of the Second Amendment. The Trustees were
3 then able to make an additional \$60,000 cash distribution from the Trust on May 22, 2017,
4 which was distributed as follows: (1) Stan's \$20,000 share was distributed to the
5 Grandchild Trust No. 4 for his children per section 3.3 of the Second Amendment, (2)
6 Todd's \$20,000 share was distributed to the Grandchild Trust No. 1 for his children per
7 section 3.3 of the Second Amendment, and (3) Wendy's \$20,000 share was distributed
8 20% to the Grandchild Trust No. 2 for her son Luke Jaksick (\$4,000) and 80% to Wendy's
9 subtrust (\$16,000) per section 3.2 of the Second Amendment. These distributions show
10 that the Trustees are continuing to proceed diligently with respect to the administration of
11 the Trust and their duties and obligations thereunder, and will be properly reflected on the
12 appropriate accountings covering such distribution period. However, due to ongoing
13 liquidity and cash flow issues, the Trustees do not plan to make any further distributions
14 from the Trust until such time as all outstanding creditor issues have been resolved to the
15 satisfaction of the Trustees, in the Trustees' discretion, and Petitioners therefore ask that
16 the Court authorize and approve such course of action as being reasonable and
17 appropriate.

18 19. Based upon the authority granted in NRS 164.010, 164.015, and 153.031,
19 the Court has sufficient authority to consider this Petition and to grant the relief requested.

20 20. The names, ages, and mailing addresses of the Trustees and current and
21 remainder beneficiaries of the Trust entitled to notice of this Petition are as follows:

<u>Name & Address</u>	<u>Age</u>	<u>Beneficial Interest</u>
Michael S. Kimmel, Esq. Hoy Chrissinger Kimmel Vallas 50 West Liberty Street, Suite 840 Reno, Nevada 89501	Adult	Co-Trustee

1	Todd B. Jaksick	Adult	Co-Trustee & Current Beneficiary
2	8600 Technology Way, Ste 110		
3	Reno, Nevada 89521		
4	Stanley S. Jaksick	Adult	Co-Trustee & Current Beneficiary
5	8600 Technology Way, Ste 110		
6	Reno, Nevada 89521		
7	Wendy A. Jaksick	Adult	Current Beneficiary
8	P.O. Box 2345		
9	Allen, Texas 75013		
10	Kevin Riley, Trustee	Adult	Current Beneficiary
11	The Samuel S. Jaksick, Jr.		
12	Irrevocable Grandchild Trust No. 1		
13	Rossmann MacDonald & Benetti, CPA's		
14	3838 Watt Avenue, Suite E-500		
15	Sacramento, California 95821		
16	Kevin Riley, Trustee	Adult	Current Beneficiary
17	The Samuel S. Jaksick, Jr.		
18	Irrevocable Grandchild Trust No. 2		
19	Rossmann MacDonald & Benetti, CPA's		
20	3838 Watt Avenue, Suite E-500		
21	Sacramento, California 95821		
22	Kevin Riley, Trustee	Adult	Current Beneficiary
23	The Samuel S. Jaksick, Jr.		
24	Irrevocable Grandchild Trust No. 3		
25	Rossmann MacDonald & Benetti, CPA's		
26	3838 Watt Avenue, Suite E-500		
27	Sacramento, California 95821		
28	Alexi Smrt	Adult	Presumptive Remainder
29	11 Bahama Court		Beneficiary
30	Mansfield, Texas 76063		
31	Luke Jaksick	Minor	Presumptive Remainder
32	c/o Wendy A. Jaksick		Beneficiary
33	P.O. Box 2345		
34	Allen, Texas 75013		

1	Benjamin Jaksick	Minor	Presumptive Remainder
2	c/o Dawn E. Jaksick		Beneficiary
3	6220 Rouge Drive		
4	Reno, Nevada 89511		
5	Amanda Jaksick	Minor	Presumptive Remainder
6	c/o Dawn E. Jaksick		Beneficiary
7	6220 Rouge Drive		
8	Reno, Nevada 89511		
9	Regan Jaksick	Minor	Presumptive Remainder
10	c/o Lisa Jaksick		Beneficiary
11	5235 Bellazza Court		
12	Reno, Nevada 89519		
13	Sydney Jaksick	Minor	Presumptive Remainder
14	c/o Lisa Jaksick		Beneficiary
15	5235 Bellazza Court		
16	Reno, Nevada 89519		
17	Sawyer Jaksick	Minor	Presumptive Remainder
18	c/o Lisa Jaksick		Beneficiary
19	5235 Bellazza Court		
20	Reno, Nevada 89519		

21. Petitioners believe that all interests of the remainder beneficiaries of the Trust, both presumptive and contingent, including unborn or unascertained persons, can adequately and properly be represented by the remainder beneficiaries identified above, in accordance with the doctrine of virtual representation as codified in NRS 164.038.

II

CONCLUSION & PRAYER FOR RELIEF

Based upon the facts, law, and analysis presented above, Petitioners hereby respectfully request the Court to issue the following:

A. An order confirming Todd B. Jaksick, Stanley S. Jaksick, and Michael S. Kimmel as Co-Trustees of The Samuel S. Jaksick, Jr. Family Trust and admitting the Trust to the jurisdiction of the Court.

B. An order confirming that the place of administration and situs of the Trust is Washoe County, Nevada.

1 C. An order confirming that the laws of the State of Nevada are to govern the
2 administration of the Trust in all respects.

3 D. An order that the Trust Accountings are all settled, allowed, and approved as
4 filed, and all of the acts and transactions of the Trustees as disclosed in the Trust
5 Accountings, including payment of all trustee fees, attorneys' fees, and other professional
6 fees and administrative expenses set forth therein, are confirmed and approved without
7 further accounting.

8 E. An order that the Agreements & Consents are all ratified and approved, and
9 that the Trustees are relieved from any liability for actions reasonably taken in reliance on
10 such Agreements & Consents.

11 F. An order that Wendy's Creditor Claim and Note have been paid in full, that
12 the Trustees have no further liability with respect to the Creditor Claim and the Note, and
13 that the Trustees are authorized to continue to treat all payments made to or on behalf of
14 Wendy subsequent to July 21, 2016, as advances against any future funding of Wendy's
15 subtrust.

16 G. An order authorizing the Trustees to make no further distributions from the
17 Trust until such time as all outstanding creditor issues have been resolved to the
18 satisfaction of the Trustees, in the Trustees' discretion, or until such time as the Trustees
19 otherwise deem reasonably appropriate.

20 H. An order that all interests of the remainder beneficiaries of the Trust, both
21 presumptive and contingent, including unborn or unascertained persons, are adequately
22 and properly represented in this matter in accordance with the doctrine of virtual
23 representation as codified in NRS 164.038.

24 I. For any additional orders as the Court may deem appropriate.
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26

1 **NRS 239B.030 CERTIFICATION:** Pursuant to NRS 239B.030, the undersigned
2 hereby affirms that this document does not contain the Social Security Number of any
3 person.

4 Dated: August 1, 2017

5 MAUPIN, COX & LeGOY

6
7 By: 

Donald A. Lettin, Esq.
Nevada Bar No. 693
L. Robert LeGoy, Jr., Esq.
Nevada Bar No. 698
Brian C. McQuaid, Esq.
Nevada Bar No. 7090

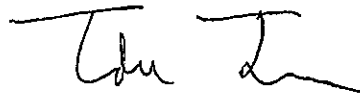
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10 4785 Caughlin Parkway
11 Reno, Nevada 89519
12 (775) 827-2000

13 Attorneys for the Petitioners
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VERIFICATION

Todd B. Jaksick hereby declares the following:

1. He is one of the Petitioners herein.
2. He has read the foregoing Petition and knows the contents thereof.
3. He declares under penalties of perjury that the statements made in the Petition are true of his own knowledge, except for those matters stated on information and belief, and as to those matters he believes them to be true.



Todd B. Jaksick

VERIFICATION

Michael S. Kimmel hereby declares the following:

1. He is one of the Petitioners herein.
2. He has read the foregoing Petition and knows the contents thereof.
3. He declares under penalties of perjury that the statements made in the Petition are true of his own knowledge, except for those matters stated on information and belief, and as to those matters he believes them to be true.



Michael S. Kimmel

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In the Matter of the Administration of the Samuel S. Jaksick, Jr. Family Trust Second Judicial District Court Case No. _____		
Exhibit	Description	No. Pages
1	The Samuel S. Jaksick, Jr. Family Trust Agreement (As Restated)	55
2	Second Amendment to the Samuel S. Jaksick, Jr. Family Trust Agreement Restated Pursuant to the Third Amendment Dated June 29, 2006	6
3	Certificate of Death	1
4	Appointment of Co-Trustee Pursuant to the Second Amendment to the Samuel S. Jaksick, Jr. Family Trust Agreement Restated Pursuant to the Third Amendment Dated June 29, 2006	1
5	Samuel S. Jaksick Jr. Family Trust Financial Statements-April 21, 2013 to March 31, 2014	51
6	Samuel S. Jaksick Jr. Family Trust Financial Statements-April 1, 2014 to March 31, 2015	60
7	Samuel S. Jaksick Jr. Family Trust Financial Statements-April 1, 2015 to March 31, 2016	56
8	Wendy Jaksick Trust Under the Samuel S. Jaksick Jr. Family Trust Agreement Financial Statements-April 21, 2013 to December 31, 2016	11
9	Agreement and Consent to Proposed Action	5
10	Agreement and Consent to Proposed Action/Indemnification and Contribution Agreement	18
11	Agreement and Consent to Proposed Action	4
12	Agreement and Consent to Proposed Action	3
13	Agreement and Consent to Proposed Action	3
14	Agreement and Consent to Proposed Action	3
15	Agreement and Consent to Proposed Action	10
16	Agreement and Consent to Proposed Action	12
17	Creditor Claims	13
18	Promissory Note	20
19	Advances	12

EXHIBIT 1.a

EXHIBIT 1.a

EXHIBIT 1.a

**THE
SAMUEL S. JAKSICK, JR.
FAMILY TRUST AGREEMENT
(AS RESTATED)**

Samuel S. Jaksick, Jr., an married man, a citizen of the United States of America and a resident of Reno, Washoe County, Nevada, as Grantor and Trustee under the Samuel S. Jaksick, Jr. Family Trust Agreement dated December 4, 2003, as subsequently amended and restated, hereby amends and restates the Trust Agreement in its entirety to read as hereafter provided.

I

DESCRIPTION OF TRUST PROPERTY

The Grantor has transferred or will transfer to the trust various property. All property transferred to the trust constitutes the separate property of the Grantor. The Trustee is to administer the property and any other property subsequently transferred to or acquired by the trust upon the terms and conditions contained in this Trust Agreement.

II

DISPOSITION OF INCOME AND PRINCIPAL

A. **LIFETIME OF GRANTOR.** During the lifetime of the Grantor, the trust estate is to be held, administered, and distributed as hereafter provided.

1. During the lifetime of the Grantor, the Trustee must pay to or apply for the benefit of the Grantor, in quarter-annual or more frequent installments, as much of the net income and principal of the trust estate as may be requested by the Grantor from time to time. The requests may be verbal or written. However, the Trustee may, in the Trustee's discretion, require that all requests be in writing. Any net income not distributed is to be accumulated and added to principal. If the Trustee considers the distributions requested by the Grantor to be insufficient, the Trustee may also pay to or apply for the benefit of the Grantor as much of the principal of the trust estate as is necessary, in the Trustee's discretion, for the proper health, education, support, and maintenance of the Grantor, in accordance with the accustomed manner of living of the Grantor on the date of execution of this Trust Agreement.

2. If the Trustee determines, in the Trustee's discretion, that the Grantor is under any legal disability, regardless of whether or not a court of competent jurisdiction has declared the Grantor to be incompetent, mentally ill, or in need of a conservator or guardian of the estate (but subject to the right of the Grantor to petition a court for a determination that no disability exists), the Trustee may withhold any income distributions that are otherwise required to be made to the disabled Grantor pursuant to subparagraph A.1. above. The Trustee may instead pay to or apply for the benefit of the Grantor as much of the net income and principal of the trust estate as the Trustee, in the Trustee's discretion, considers necessary for the proper health, education, support, and maintenance of the Grantor, in accordance with the Grantor's accustomed manner of living on the date of execution of this Trust Agreement. Any net income not distributed is to be accumulated and added to principal.

3. During the lifetime of the Grantor, the Trustee must, in addition, distribute such amounts from the principal of the trust estate to such one or more persons and entities, including the Grantor, and on such terms and conditions, either outright or in trust, as the Grantor may appoint by a written and acknowledged instrument specifically referring to and exercising this general power of appointment.

B. DEATH OF THE GRANTOR, IF THE GRANTOR IS SURVIVED BY HIS SPOUSE. On the death of the Grantor, if the Grantor is survived by his spouse, Janene Barger, hereafter referred to as the "Surviving Spouse," the trust estate, including any additions made to the trust estate as a result of the death of the Grantor, such as from the Will of the Grantor or from life insurance policies on the life of the Grantor, shall be held, administered, and distributed as hereafter provided.

1. On the death of the Grantor, the Trustee must distribute the trust estate as then constituted, including any additions made to the trust estate as a result of the death of the Grantor, such as from the Will of the Grantor or from life insurance policies on the life of the Grantor, to such one or more persons and entities, including the estate of the Grantor, and on such terms and conditions, either outright or in trust, as the Grantor may appoint by a Will or a written and acknowledged instrument specifically referring to and exercising this general power of appointment. Any of the trust estate not effectively appointed by the Grantor in this manner is to be distributed, or retained in trust, pursuant to subparagraphs B.2. through B.4. below.

2. The Trustee shall divide the remaining trust estate into two (2) trusts, designated as the Marital Trust and the Decedent's Trust. There need be no physical segregation or division of the Marital Trust and the Decedent's Trust except as segregation

or division may be required by the termination of either of the trusts, but the Trustee shall maintain separate accounts for the different undivided interests. The Decedent's Trust and the Marital Trust shall consist of the amounts set forth in subparagraphs B.3. and B.4., respectively, below.

3. The Decedent's Trust shall consist of all the Grantor's property of the trust estate including the Grantor's residence located at Lake Tahoe, Nevada (hereafter referred to as the "Lake Tahoe Residence"). However, if none of the Grantor's issue survive him, the entire trust estate will be added to the Marital Trust under subparagraph B.4. below.

The Trustee is specifically authorized at any time within nine (9) months following the date of death of the Grantor to disclaim all or any part of the property to be allocated to the Decedent's Trust pursuant to this subparagraph B.3., in the Trustee's sole discretion. Any such disclaimer by the Trustee shall be made by a written and acknowledged instrument delivered to the Trustee. Any property or portion thereof that is disclaimed by the Trustee in this manner shall be allocated to the Marital Trust. In addition, to further facilitate any such disclaimer by the Trustee at the level of each of the individual beneficiaries under this Trust Agreement, by accepting their status as beneficiaries under this Trust Agreement each beneficiary irrevocably appoints Todd Bruce Jaksick as his or her "general attorney-in-fact" specifically authorized to execute any valid disclaimers on his or her behalf pursuant to Chapter 120 of the Nevada Revised Statutes. Should Todd Bruce Jaksick for any reason fail to qualify or cease to act as "general attorney-in-fact," each beneficiary irrevocably appoints Stanley S. Jaksick as his or her "general attorney-in-fact" specifically authorized to execute any valid disclaimers on his or her behalf pursuant to Chapter 120 of the Nevada Revised Statutes.

4. The Marital Trust shall consist of any of the Grantor's property that is disclaimed by the Trustee pursuant to subparagraph B.3. above. This amount shall vest immediately on the death of the Grantor, and the Trustee shall satisfy this amount in cash or in kind, or partly in each, with assets of the Grantor contributed to or added to the trust estate and eligible for the marital deduction. Assets allocated to the Marital Trust in kind shall be considered to satisfy this amount on the basis of their values on the date or dates of allocation. No assets shall be allocated to the Marital Trust for which a foreign death tax credit is allowable, unless other property of the Grantor is insufficient to satisfy the amount to be allocated to the Marital Trust pursuant to this subparagraph B.4.

The Surviving Spouse is authorized at any time within nine (9) months following the date of death of the Grantor to disclaim all or any part of the property to be allocated to the Marital Trust pursuant to this subparagraph B.4. Any such disclaimer by the Surviving Spouse shall be made by a written and acknowledged instrument delivered to the Trustee. Any property or portion thereof that is disclaimed by the Surviving Spouse in this manner, or in which the Surviving Spouse disclaims all of her interest, shall be allocated to the Decedent's Trust.

The Surviving Spouse shall have the power, during the remaining lifetime of the Surviving Spouse, to require the Trustee to make all or part of the principal of the Marital Trust productive, or to convert promptly any unproductive property into productive property. This power shall be exercised by the Surviving Spouse in a written instrument delivered to the Trustee.

If the Executor of the Grantor's estate elects to have all or any portion of the Marital Trust qualify for the marital deduction under Section 2056(b)(7) of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations and cases thereunder, or any corresponding or substitute provisions applicable to the trust estate, then in no event shall the Trustee take any action or have any power that will impair the marital deduction, and all provisions of this Trust Agreement regarding the Marital Trust shall be interpreted to conform to the primary objective of having the Marital Trust qualify for the marital deduction.

If the Executor of the Grantor's estate elects to qualify only a portion of the Marital Trust for the federal estate tax marital deduction, then the trust estate of the Marital Trust shall be divided into separate Qualified and Non-Qualified portions, and each portion shall be administered as a separate Qualified or Non-Qualified Marital Trust during the remaining lifetime of the Surviving Spouse. If the Marital Trust is so divided into separate Qualified and Non-Qualified Marital Trusts, then all references in paragraph C. below to the Marital Trust shall be to both the Qualified and the Non-Qualified Marital Trusts. Discretionary distributions of principal from the Marital Trust shall first be made from the Qualified Marital Trust until it is exhausted, and thereafter from the Non-Qualified Marital Trust, except that all or any part of the distributions may be made from the Non-Qualified Marital Trust without first exhausting the Qualified Marital Trust if for any reason the Trustee considers it advisable.

C. DISPOSITION OF MARITAL TRUST. Following the death of the Grantor, the Marital Trust is to be held, administered, and distributed as hereafter provided.

1. Following the death of the Grantor, and during the remaining lifetime of the Surviving Spouse, the Trustee must pay to or apply for the benefit of the Surviving Spouse, in quarter-annual or more frequent installments, the entire net income of the Marital Trust. If the Trustee considers the net income of the Marital Trust to be insufficient, the Trustee may also pay to or apply for the benefit of the Surviving Spouse as much of the principal of the Marital Trust as the Trustee, in the Trustee's discretion, considers necessary for the proper health, support, and maintenance of the Surviving Spouse, after taking into consideration, to the extent the Trustee considers advisable, any other income or resources of the Surviving Spouse known to the Trustee. However, any discretionary distributions of principal pursuant to the preceding sentence shall not exceed \$100,000 per calendar year.

2. On the death of the Surviving Spouse, the Trustee must pay out of the principal of the Marital Trust any estate, inheritance, death, or other transfer taxes, including interest and penalties, resulting from the death of the Surviving Spouse that are attributable to any assets that, upon the death of the Surviving Spouse, are part of or are added to the Marital Trust. The amount of such taxes, interest, and penalties is to be determined and apportioned pursuant to article VII below.

3. On the death of the Surviving Spouse, the remaining balance of the Marital Trust shall be held, administered, and distributed as hereafter provided.

a. If the generation-skipping transfer tax imposed by Chapter 13 of the Internal Revenue Code of 1986, as amended (the "Code"), or any corresponding or substitute provision is in effect on the date of the Surviving Spouse's death, then there is to be distributed to the then living issue of the Grantor, by right of representation, but treating the Grantor's children as if they had predeceased the Grantor – thus skipping the Grantor's children, an amount equal to the balance of the Surviving Spouse's generation-skipping tax exemption that remains available to the Surviving Spouse's estate after the allocation of the exemption to all other generation-skipping transfers made by the Surviving Spouse at or prior to her death. However, the amount that would otherwise be distributed, free of trust, to each lineal descendant of the Grantor pursuant to the preceding sentence is instead to be retained in trust for the primary benefit of that lineal descendant pursuant to paragraph F. below. For the purposes of this subparagraph, the Surviving Spouse's generation-skipping tax exemption is the Surviving Spouse's exemption under Section 2631 of the Code, or any corresponding or substitute provision in effect on the date of the Surviving Spouse's death. The amount to be distributed pursuant to this subparagraph C.3.a. is to be satisfied in cash or in kind, or partly in each. Assets allocated to the

generation-skipping trusts in kind are to be considered to satisfy this amount on the basis of their values on the date or dates of allocation.

If the balance of Surviving Spouse's generation-skipping tax exemption that remains available to her estate should equal or exceed the total value of the Marital Trust on the date of her death, then the entire balance of the Marital Trust is to be distributed pursuant to this subparagraph C.3.a., and no assets are to be distributed pursuant to subparagraph C.3.b. below. If neither the federal generation-skipping transfer tax imposed by Chapter 13 of the Code nor any corresponding or substitute transfer tax is in effect on the date of the Surviving Spouse's death, then the entire balance of the Marital Trust is to be distributed pursuant to subparagraph C.3.b. below, and no assets are to be distributed pursuant to this subparagraph C.3.a.

The Grantor understands and acknowledges that, as a result of amendments to Chapter 13 of the Code that were enacted as part of the Economic Growth and Tax Relief Reconciliation Act of 2001, the Surviving Spouse's generation-skipping tax exemption is scheduled to increase substantially between 2002 and 2009, and the generation-skipping transfer tax is to be repealed effective January 1, 2010. If the scheduled increases in the generation-skipping tax exemption become effective, then the Grantor understands that the amount of the Surviving Spouse's exemption may exceed the total value of the Marital Trust, in which case the entire balance of the Marital Trust is to be distributed pursuant to this subparagraph C.3.a. Similarly, the Grantor understands that if the complete repeal of the generation-skipping transfer tax becomes effective, then the entire balance of the Marital Trust will be distributed pursuant to subparagraph C.3.b. below.

b. The remaining balance of the Marital Trust shall be divided into three (3) equal shares, subject to the adjustment provided in subparagraph C.3.b.(iv) below. Each such share shall be held, administered, and distributed as hereafter provided.

(i) One (1) such share shall be distributed to the Grantor's son, Todd Bruce Jaksick, if he is then living, and if he is not then living to the then living issue of Todd Bruce Jaksick, by right of representation. However, the amount that would otherwise be distributed, free of trust, to each issue of the Grantor pursuant to the preceding sentence shall instead be retained in trust for the primary benefit of that person pursuant to paragraph F. below. If Todd Bruce Jaksick is not then living, and none of his issue is living, this distribution will lapse and be divided equally between the other two shares or one share, as the case may be, pursuant to this subparagraph C.3.b.

(ii) One (1) such share shall be distributed to the Grantor's son, Stanley S. Jaksick, if he is then living, and if he is not then living to the then living issue of Stanley S. Jaksick, by right of representation. However, the amount that would otherwise be distributed, free of trust, to each issue of the Grantor pursuant to the preceding sentence shall instead be retained in trust for the primary benefit of that person pursuant to paragraph F. below. If Stanley S. Jaksick is not then living, and none of his issue is living, this distribution will lapse and be divided equally between the other two shares or one share, as the case may be, pursuant to this subparagraph C.3.b.

(iii) One (1) such share shall be distributed to the Grantor's daughter, Wendy Ann Jaksick Smrt, if she is then living, and if she is not then living to the then living issue of Wendy Ann Jaksick Smrt, by right of representation. However, the amount that would otherwise be distributed, free of trust, to each issue of the Grantor pursuant to the preceding sentence shall instead be retained in trust for the primary benefit of that person pursuant to paragraph F. below. If Wendy Ann Jaksick Smrt is not then living, and none of her issue is living, this distribution will lapse and be divided equally between the other two shares or one share, as the case may be, pursuant to this subparagraph C.3.b.

D. DISPOSITION OF THE DECEDENT'S TRUST. Following the death of the Grantor, the Decedent's Trust shall be held, administered, and distributed as hereafter provided.

1. On the death of the Grantor, and subject to any contrary directions contained in the Will of the Grantor, the Trustee must pay out of the principal of the Decedent's Trust any estate, inheritance, death, or other transfer taxes, including interest and penalties, resulting from the death of the Grantor that are attributable to any assets that, upon the death of the Grantor, are part of or are added to the Decedent's Trust. The amount of such taxes, interest, and penalties is to be determined and apportioned pursuant to article VII. The Trustee must, in addition, pay out of the principal of the Decedent's Trust any of the Grantor's last illness and funeral expenses, creditors' claims, bequests (including the bequest by the Grantor's Will of any of the Grantor's tangible personal property that is held in the trust estate), and any attorneys' fees and other costs incurred in administering the probate estate of the Grantor that are not paid from the probate estate of the Grantor.

2. On the death of the Grantor, and subject to the power of appointment provided in subparagraph B.1. above, the following property shall be held, administered, and distributed pursuant to paragraph G. below.

a. The Lake Tahoe Residence.

b. An amount equal to the estimated future payments of principal and interest on any deed of trust or mortgage, property taxes, assessments, insurance premiums, repair and maintenance expenses, utility expenses, and other expenses attributable to the Lake Tahoe Residence for a period of ten (10) years after the death of the Grantor (hereafter referred to as the "Residential Fund"). This amount shall be determined by the Trustee, in the Trustee's sole discretion, and shall be based upon all relevant historical expenses attributable to the Lake Tahoe Residence, as well as any relevant actuarial principles and/or other factors that the Trustee may determine necessary, in the Trustee's sole discretion. Notwithstanding Article VII, the amount in this subparagraph 2. will not be apportioned or charged any death taxes or administration expenses.

3. If the generation-skipping transfer tax imposed by Chapter 13 of the Internal Revenue Code of 1986, as amended (the "Code"), or any corresponding or substitute provision is in effect on the date of the Grantor's death, then there is to be distributed to the then living issue of the Grantor, by right of representation, but treating the Grantor's children as if they had predeceased the Grantor — thus skipping the Grantor's children, an amount equal to the balance of the Grantor's generation-skipping tax exemption that remains available to the Grantor's estate after the allocation of the exemption to all other generation-skipping transfers made by the Grantor at or prior to his death. However, the amount that would otherwise be distributed, free of trust, to each lineal descendant of the Grantor pursuant to the preceding sentence is instead to be retained in trust for the primary benefit of that lineal descendant pursuant to paragraph F. below. For the purposes of this subparagraph, the Grantor's generation-skipping tax exemption is the Grantor's exemption under Section 2631 of the Code, or any corresponding or substitute provision in effect on the date of the Grantor's death. The amount to be distributed pursuant to this subparagraph D.3. is to be satisfied in cash or in kind, or partly in each. Assets allocated to the generation-skipping trusts in kind are to be considered to satisfy this amount on the basis of their values on the date or dates of allocation.

If the balance of Grantor's generation-skipping tax exemption that remains available to his estate should equal or exceed the total value of the Decedent's Trust on the date of his death, then the entire balance of the Decedent's Trust, with the exception of the property described in subparagraph D.2. above, is to be distributed pursuant to this subparagraph D.3., and no assets are to be distributed pursuant to subparagraph D.4. below. If neither the federal generation-skipping transfer tax imposed

by Chapter 13 of the Code nor any corresponding or substitute transfer tax is in effect on the date of the Grantor's death, then the entire balance of the Decedent's Trust, with the exception of the property described in subparagraph D.2. above, is to be distributed pursuant to subparagraph D.4. below, and no assets are to be distributed pursuant to this subparagraph D.3.

The Grantor understands and acknowledges that, as a result of amendments to Chapter 13 of the Code that were enacted as part of the Economic Growth and Tax Relief Reconciliation Act of 2001, the Grantor's generation-skipping tax exemption is scheduled to increase substantially between 2002 and 2009, and the generation-skipping transfer tax is to be repealed effective January 1, 2010. If the scheduled increases in the generation-skipping tax exemption become effective, then the Grantor understands that the amount of the Grantor's exemption may exceed the total value of the Decedent's Trust, in which case the entire balance of the Decedent's Trust, with the exception of the property described in subparagraph D.2. above, is to be distributed pursuant to this subparagraph D.3. Similarly, the Grantor understands that if the complete repeal of the generation-skipping transfer tax becomes effective, then the entire balance of the Decedent's Trust, with the exception of the property described in subparagraph D.2. above, will be distributed pursuant to subparagraph D.4. below.

4. The remaining balance of the Decedent's Trust shall be divided into three (3) equal shares, subject to the adjustment provided in subparagraph D.4.d. below. Each such share shall be held, administered, and distributed as hereafter provided.

a. One (1) such share shall be distributed to the Grantor's son, Todd Bruce Jaksick, if he is then living, and if he is not then living to the then living issue of Todd Bruce Jaksick, by right of representation. However, the amount that would otherwise be distributed, free of trust, to each issue of the Grantor pursuant to the preceding sentence shall instead be retained in trust for the primary benefit of that person pursuant to paragraph F. below. If Todd Bruce Jaksick is not then living, and none of his issue is living, this distribution will lapse and be divided equally between the other two shares or one share, as the case may be, pursuant to this subparagraph D.4.

b. One (1) such share shall be distributed to the Grantor's son, Stanley S. Jaksick, if he is then living, and if he is not then living to the then living issue of Stanley S. Jaksick, by right of representation. However, the amount that would otherwise be distributed, free of trust, to each issue of the Grantor pursuant to the preceding sentence shall instead be retained in trust for the primary benefit of that person pursuant to paragraph F. below. If Stanley S. Jaksick is not then living, and none of his issue is

living, this distribution will lapse and be divided equally between the other two shares or one share, as the case may be, pursuant to this subparagraph D.4.

c. One (1) such share shall be distributed to the Grantor's daughter, Wendy Ann Jaksick Smrt, if she is then living, and if she is not then living to the then living issue of Wendy Ann Jaksick Smrt, by right of representation. However, the amount that would otherwise be distributed, free of trust, to each issue of the Grantor pursuant to the preceding sentence shall instead be retained in trust for the primary benefit of that person pursuant to paragraph F. below. If Wendy Ann Jaksick Smrt is not then living, and none of her issue is living, this distribution will lapse and be divided equally between the other two shares or one share, as the case may be, pursuant to this subparagraph D.4.

d. Grantor acknowledges that Wendy Ann Jaksick Smrt has received substantial sums of money and/or property from the Grantor and/or other members of, or entities related to, the Grantor's family, by virtue of which Grantor desires to adjust the share of the Decedent's Trust the Grantor desires Wendy Ann Jaksick Smrt, or the then living issue of Wendy Ann Jaksick Smrt, to receive pursuant to subparagraph D.4.c. above. Accordingly, the Trustee is hereby instructed to adjust the share of the Decedent's Trust to be distributed to Wendy Ann Jaksick Smrt, or the then living issue of Wendy Ann Jaksick Smrt, pursuant to subparagraph D.4.c. above as follows:

(i) The Trustee shall calculate the dollar value of the equal share of the Decedent's Trust each of the beneficiaries would otherwise be entitled to receive pursuant to this subparagraph D.4.

(ii) The Trustee shall then reduce the share Wendy Ann Jaksick Smrt, or the then living issue of Wendy Ann Jaksick Smrt, would otherwise be entitled to receive pursuant to subparagraph D.4.c. above by the sum of \$1,500,000.

(iii) The Trustee shall then reallocate the \$1,500,000 to and for the benefit of the other beneficiaries named in subparagraphs D.4.a. and D.4.b. above, in proportion to each beneficiary's interest as described therein.

(iv) The Trustee shall then recalculate the total share to be allocated to each of the beneficiaries named in this subparagraph D.4., and shall thereafter hold, administer, and distribute the shares pursuant to the terms of this Trust Agreement.

It is the sole intent and desire of the Grantor that the reductions and reallocations described in this subparagraph D.4.d. are the only actions and/or remedies to be pursued against Wendy Ann Jaksick Smrt. Accordingly, the Trustees and beneficiaries are instructed not to pursue any additional form of legal actions or otherwise against Wendy Ann Jaksick Smrt, either in their capacity as Trustee or beneficiary, and any such action(s) shall be construed as a contest of the provisions of this Trust Agreement for subject to paragraph O. of Article VIII below.

E. DEATH OF THE GRANTOR, IF THE GRANTOR IS NOT SURVIVED BY HIS SPOUSE. On the death of the Grantor, if the Grantor is not survived by the Surviving Spouse, the trust estate, including any additions made to the trust estate as a result of the death of the Grantor, such as from the Will of the Grantor or from life insurance policies on the life of the Grantor, shall be held, administered, and distributed as hereafter provided.

1. On the death of the Grantor, the Trustee must distribute the trust estate as then constituted, including any additions made to the trust estate as a result of the death of the Grantor, such as from the Will of the Grantor or from life insurance policies on the life of the Grantor, to such one or more persons and entities, including the estate of the Grantor, and on such terms and conditions, either outright or in trust, as the Grantor may appoint by a Will or a written and acknowledged instrument specifically referring to and exercising this general power of appointment. Any of the trust estate not effectively appointed by the Grantor in this manner is to be distributed, or retained in trust, pursuant to subparagraphs E.2. through E.5. below.

2. On the death of the Grantor, and subject to any contrary directions contained in the Will of the Grantor, the Trustee must pay out of the principal of the trust estate any estate, inheritance, death, or other transfer taxes, including interest and penalties, resulting from the death of the Grantor that are attributable to any assets that, upon the death of the Grantor, are part of or are added to the trust estate. The amount of such taxes, interest, and penalties is to be determined and apportioned pursuant to article VII. The Trustee must, in addition, pay out of the principal of the trust estate any of the Grantor's last illness and funeral expenses, creditors' claims, bequests (including the bequest by the Grantor's Will of any of the Grantor's tangible personal property that is held in the trust estate), and any attorneys' fees and other costs incurred in administering the probate estate of the Grantor that are not paid from the probate estate of the Grantor.

3. On the death of the Grantor, and subject to the power of appointment provided in subparagraph E.1. above, the following property shall be held, administered, and distributed pursuant to paragraph G. below.

a. The Lake Tahoe Residence.

b. An amount equal to the estimated future payments of principal and interest on any deed of trust or mortgage, property taxes, assessments, insurance premiums, repair and maintenance expenses, utility expenses, and other expenses attributable to the Lake Tahoe Residence for a period of ten (10) years after the death of the Grantor (hereafter referred to as the "Residential Fund"). This amount shall be determined by the Trustee, in the Trustee's sole discretion, and shall be based upon all relevant historical expenses attributable to the Lake Tahoe Residence, as well as any relevant actuarial principles and/or other factors that the Trustee may determine necessary, in the Trustee's sole discretion. Notwithstanding Article VII, the amount in this subparagraph 2. will not be apportioned or charged any death taxes or administration expenses.

4. If the generation-skipping transfer tax imposed by Chapter 13 of the Internal Revenue Code of 1986, as amended (the "Code"), or any corresponding or substitute provision is in effect on the date of the Grantor's death, then there is to be distributed to the then living issue of the Grantor, by right of representation, but treating the Grantor's children as if they had predeceased the Grantor – thus skipping the Grantor's children, an amount equal to the balance of the Grantor's generation-skipping tax exemption that remains available to the Grantor's estate after the allocation of the exemption to all other generation-skipping transfers made by the Grantor at or prior to his death. However, the amount that would otherwise be distributed, free of trust, to each lineal descendant of the Grantor pursuant to the preceding sentence is instead to be retained in trust for the primary benefit of that lineal descendant pursuant to paragraph F. below. For the purposes of this subparagraph, the Grantor's generation-skipping tax exemption is the Grantor's exemption under Section 2631 of the Code, or any corresponding or substitute provision in effect on the date of the Grantor's death. The amount to be distributed pursuant to this subparagraph E.4. is to be satisfied in cash or in kind, or partly in each. Assets allocated to the generation-skipping trusts in kind are to be considered to satisfy this amount on the basis of their values on the date or dates of allocation.

If the balance of Grantor's generation-skipping tax exemption that remains available to his estate should equal or exceed the total value of the trust estate on the date of his death, then the entire balance of the trust estate, with the exception of the property described in subparagraph E.3. above, is to be distributed pursuant to this subparagraph E.4., and no assets are to be distributed pursuant to subparagraph E.5. below. If neither the federal generation-skipping transfer tax imposed by Chapter 13 of the

Code nor any corresponding or substitute transfer tax is in effect on the date of the Grantor's death, then the entire balance of the trust estate, with the exception of the property described in subparagraph E.3. above, is to be distributed pursuant to subparagraph E.5. below, and no assets are to be distributed pursuant to this subparagraph E.4.

The Grantor understands and acknowledges that, as a result of amendments to Chapter 13 of the Code that were enacted as part of the Economic Growth and Tax Relief Reconciliation Act of 2001, the Grantor's generation-skipping tax exemption is scheduled to increase substantially between 2002 and 2009, and the generation-skipping transfer tax is to be repealed effective January 1, 2010. If the scheduled increases in the generation-skipping tax exemption become effective, then the Grantor understands that the amount of the Grantor's exemption may exceed the total value of the trust estate, in which case the entire balance of the trust estate, with the exception of the property described in subparagraph E.3. above, is to be distributed pursuant to this subparagraph E.4. Similarly, the Grantor understands that if the complete repeal of the generation-skipping transfer tax becomes effective, then the entire balance of the trust estate, with the exception of the property described in subparagraph E.3. above, will be distributed pursuant to subparagraph E.5. below.

5. The remaining balance of the trust estate shall be divided into three (3) equal shares, subject to the adjustment provided in subparagraph E.5.d. below. Each such share shall be held, administered, and distributed as hereafter provided.

a. One (1) such share shall be distributed to the Grantor's son, Todd Bruce Jaksick, if he is then living, and if he is not then living to the then living issue of Todd Bruce Jaksick, by right of representation. However, the amount that would otherwise be distributed, free of trust, to each issue of the Grantor pursuant to the preceding sentence shall instead be retained in trust for the primary benefit of that person pursuant to paragraph F. below. If Todd Bruce Jaksick is not then living, and none of his issue is living, this distribution will lapse and be divided equally between the other two shares or one share, as the case may be, pursuant to this subparagraph E.5.

b. One (1) such share shall be distributed to the Grantor's son, Stanley S. Jaksick, if he is then living, and if he is not then living to the then living issue of Stanley S. Jaksick, by right of representation. However, the amount that would otherwise be distributed, free of trust, to each issue of the Grantor pursuant to the preceding sentence shall instead be retained in trust for the primary benefit of that person pursuant to paragraph F. below. If Stanley S. Jaksick is not then living, and none of his issue is

living, this distribution will lapse and be divided equally between the other two shares or one share, as the case may be, pursuant to this subparagraph E.5.

c. One (1) such share shall be distributed to the Grantor's daughter, Wendy Ann Jaksick Smrt, if she is then living, and if she is not then living to the then living issue of Wendy Ann Jaksick Smrt, by right of representation. However, the amount that would otherwise be distributed, free of trust, to each issue of the Grantor pursuant to the preceding sentence shall instead be retained in trust for the primary benefit of that person pursuant to paragraph F. below. If Wendy Ann Jaksick Smrt is not then living, and none of her issue is living, this distribution will lapse and be divided equally between the other two shares or one share, as the case may be, pursuant to this subparagraph E.5.

d. Grantor acknowledges that Wendy Ann Jaksick Smrt has received substantial sums of money and/or property from the Grantor and/or other members of, or entities related to, the Grantor's family, by virtue of which Grantor desires to adjust the share of the trust estate the Grantor desires Wendy Ann Jaksick Smrt, or the then living issue of Wendy Ann Jaksick Smrt, to receive pursuant to subparagraph E.5.c. above. Accordingly, the Trustee is hereby instructed to adjust the share of the trust estate to be distributed to Wendy Ann Jaksick Smrt, or the then living issue of Wendy Ann Jaksick Smrt, pursuant to subparagraph E.5.c. above as follows:

(i) The Trustee shall calculate the dollar value of the equal share of the trust estate each of the beneficiaries would otherwise be entitled to receive pursuant to this subparagraph E.5.

(ii) The Trustee shall then reduce the share Wendy Ann Jaksick Smrt, or the then living issue of Wendy Ann Jaksick Smrt, would otherwise be entitled to receive pursuant to subparagraph E.5.c. above by the sum of \$1,500,000.

(iii) The Trustee shall then reallocate the \$1,500,000 to and for the benefit of the other beneficiaries named in subparagraphs E.5.a. and E.5.b. above, in proportion to each beneficiary's interest as described therein.

(iv) The Trustee shall then recalculate the total share to be allocated to each of the beneficiaries named in this subparagraph E.5., and shall thereafter hold, administer, and distribute the shares pursuant to the terms of this Trust Agreement.

It is the sole intent and desire of the Grantor that the reductions and reallocations described in this subparagraph E.5.d. are the only actions and/or remedies to be pursued against Wendy Ann Jaksick Smrt. Accordingly, the Trustees and beneficiaries are instructed not to pursue any additional form of legal actions or otherwise against Wendy Ann Jaksick Smrt, either in their capacity as Trustee or beneficiary, and any such action(s) shall be construed as a contest of the provisions of this Trust Agreement for subject to paragraph O. of Article VIII below.

F. DISTRIBUTIONS TO THE ISSUE OF THE GRANTOR. Any amount distributable in trust for the primary benefit of each lineal descendant of the Grantor pursuant to the provisions of this Trust Agreement is to be retained and administered as a separate trust for the primary benefit of that lineal descendant pursuant to subparagraphs F.1. through F.4. below. In each of the following subparagraphs, all references to the "Beneficiary" are to the lineal descendant of the Grantor for whose primary benefit a separate trust is established pursuant to the provisions of this Trust Agreement.

1. During the lifetime of the Beneficiary, the Trustee shall pay to or apply for the benefit of the Beneficiary as much of the net income and principal of the Beneficiary's trust as the Trustee, in the Trustee's discretion, considers necessary for the proper health, education, support, and maintenance of the Beneficiary, after taking into consideration, to the extent the Trustee considers advisable, any other income or resources of the Beneficiary known to the Trustee. Any net income not distributed shall be accumulated and added to principal.

2. During the lifetime of the Beneficiary, the Trustee may also pay to or apply for the benefit of any one (1) or more of the issue of the Beneficiary, including those aged 18 or older, and the surviving spouses of any deceased issue of the Beneficiary as much of the principal of the "Exempt Portion" (as defined in article VI below) of the Beneficiary's trust as the Trustee, in the Trustee's discretion, considers necessary for the health, education, support, and maintenance of such beneficiaries, after taking into consideration, to the extent the Trustee considers advisable, any of their other income or resources known to the Trustee. In exercising the discretion granted by this subparagraph, the Trustee may pay more to or apply more for some beneficiaries than others, and may make payments to or applications of benefits for one or more beneficiaries to the exclusion of others. However, in exercising these discretionary powers to distribute principal, the Trustee is to be mindful of the fact that the primary concern of the Grantor is the proper health, education, support, and maintenance of the Beneficiary, and that the interests of the other beneficiaries in the trust are to be subordinate to those of the Beneficiary. Any payment or application of benefits to or for the benefit of any of the issue of the Beneficiary

or the surviving spouses of any deceased issue of the Beneficiary pursuant to this subparagraph F.2. is to be charged against the trust as a whole, rather than against the ultimate distributive share of the beneficiary to whom or for whose benefit the payment is made.

3. During the lifetime of the Beneficiary, the Trustee must, in addition, distribute such amounts from the principal of the Beneficiary's trust to such one or more persons and entities, excluding only the Beneficiary, the Beneficiary's estate, the Beneficiary's creditors, and the creditors of the Beneficiary's estate, and on such terms and conditions, either outright or in trust, as the Beneficiary may appoint by a written and acknowledged instrument specifically referring to and exercising this special power of appointment.

4. If the Beneficiary dies before becoming entitled to receive distribution of the Beneficiary's entire trust, then the remaining balance of the Beneficiary's trust shall be distributed pursuant to subparagraphs F.4.a. through F.4.c. below.

a. The "Exempt Portion" (as defined in article VI below) of the Beneficiary's trust shall be distributed to such one or more members of the group composed of and limited to the Grantor's issue (excluding the Beneficiary) who are living on or born or adopted after the date of death of the Beneficiary and the surviving spouses of any of the Grantor's deceased issue (including the Beneficiary's surviving spouse), and on such terms and conditions, either outright or in trust, as the Beneficiary may appoint by a Will or a written and acknowledged instrument specifically referring to and exercising this special power of appointment. Any of the Exempt Portion of the Beneficiary's trust not effectively appointed by the Beneficiary in this manner shall be distributed pursuant to subparagraph F.4.c. below.

b. The "Nonexempt Portion" (as defined in article VI below) of the Beneficiary's trust shall be distributed to such one or more persons and entities, including the Beneficiary's estate, and on such terms and conditions, either outright or in trust, as the Beneficiary may appoint by a Will or a written and acknowledged instrument specifically referring to and exercising this general power of appointment. Any of the Nonexempt Portion of the Beneficiary's trust not effectively appointed by the Beneficiary in this manner shall be distributed pursuant to subparagraph F.4.c. below.

c. Any of the Beneficiary's trust not effectively appointed by the Beneficiary pursuant to subparagraphs F.4.a. and F.4.b. above shall be distributed to the then living issue of the Beneficiary, by right of representation, or, if there are none, by right

of representation to the then living issue of the nearest ancestor of the Beneficiary who is a descendant of the Grantor and who has issue then living, or, if there is no such ancestor of the Beneficiary who has issue then living, to the then living issue of the Grantor, by right of representation. However, (a) if any part of the Beneficiary's trust would otherwise be distributed, free of trust, to any lineal descendant of the Grantor for whose primary benefit a trust is then being administered pursuant to this paragraph F., then that part is instead to be added to that trust and is to thereafter be administered according to its terms; and (b), subject to the provisions of paragraph L. of article VIII below (the "Perpetuities Savings Clause"), if any part of the Beneficiary's trust would otherwise be distributed, free of trust, to any other lineal descendant of the Grantor, then that part is instead to be retained in trust for the primary benefit of that lineal descendant during his or her entire lifetime pursuant to this paragraph F. That lineal descendant is to thereafter be considered the "Beneficiary" for the purposes of this paragraph F.

G. LAKE TAHOE RESIDENCE AND RESIDENTIAL FUND. The Lake Tahoe Residence and Residential Fund shall be retained and administered as a separate trust for the benefit of the Surviving Spouse and the Grantor's children who are living on the date of death of the Grantor and shall be held, administered, and distributed as hereafter provided.

1. On the death of the Grantor, if the Grantor is survived by the Surviving Spouse, the Surviving Spouse shall have the exclusive right to use and occupy the Lake Tahoe Residence, rent free, for a period of six (6) months following the death of the Grantor. At the expiration of the six (6) month period set forth in the preceding sentence, the Surviving Spouse and each of the Grantor's living children shall have the right to use and occupy the Lake Tahoe Residence, rent free, for such equal periods throughout each calendar year as the Trustee shall determine, in the Trustee's sole discretion, until such time as the Lake Tahoe Residence is sold pursuant to subparagraph G.3. or G.4. below. The Trustee shall pay all of the property taxes, assessments, insurance premiums, repair and maintenance expenses, utility expenses, and other expenses attributable to the Lake Tahoe Residence out of the Residential Fund. The Trustee may require each beneficiary to agree in writing to indemnify and hold the Trustee and the trust estate harmless from any liability resulting from the occupancy of the Lake Tahoe Residence by the beneficiary and his or her guests and invitees, including, but not limited to, any liability for personal injury or property damage sustained during the use and occupancy of the property. The Trustee is not to be liable to the other beneficiaries of the trust estate for any loss of or damage to the Lake Tahoe Residence that results from the use and occupancy of the property by a beneficiary pursuant to this provision.

2. On the death of the Grantor, if the Grantor is not survived by the Surviving Spouse, each of the Grantor's living children shall have the right to use and occupy the Lake Tahoe Residence, rent free, for such equal periods throughout each calendar year as the Trustee shall determine, in the Trustee's sole discretion, until such time as the Lake Tahoe Residence is sold pursuant to subparagraph G.3. or G.4. below. The Trustee shall pay all of the property taxes, assessments, insurance premiums, repair and maintenance expenses, utility expenses, and other expenses attributable to the Lake Tahoe Residence out of the Residential Fund. The Trustee may require each beneficiary to agree in writing to indemnify and hold the Trustee and the trust estate harmless from any liability resulting from the occupancy of the Lake Tahoe Residence by the beneficiary and his or her guests and invitees, including, but not limited to, any liability for personal injury or property damage sustained during the use and occupancy of the property. The Trustee is not to be liable to the other beneficiaries of the trust estate for any loss of or damage to the Lake Tahoe Residence that results from the use and occupancy of the property by a beneficiary pursuant to this provision.

3. On the death of the first child of the Grantor who was living on the date of death of the Grantor, the Trustee shall submit a written offer to sell the Lake Tahoe Residence to the remaining children of the Grantor for such price, and upon such terms, as the Trustee determines in the Trustee's sole discretion. Within 30 days after receipt of the offer, any one or more of the remaining children of the Grantor may, at their option, exercisable in writing, purchase the Lake Tahoe Residence for the purchase price and on the terms set forth in the offer by the Trustee. If none of the remaining children of the Grantor exercise the right of first refusal, then the Trustee shall sell the Lake Tahoe Residence to a third party for such price, and upon such terms, as the Trustee determines in the Trustee's sole discretion. Upon the sale of the Lake Tahoe Residence pursuant to this subparagraph G.3., the sales proceeds from the Lake Tahoe Residence and the remaining balance of the Residential Fund, if any, shall be distributed pursuant to subparagraph G.5. below.

4. Notwithstanding any other provision of this paragraph G., at any time after the expiration of the six (6) month period set forth in subparagraph G.1. above, and only upon the unanimous vote of the Co-Trustees then acting as Trustee pursuant to paragraph A. of article IV below, the Trustee may, in the Trustee's sole discretion, sell the Lake Tahoe Residence to such buyer, for such price, and upon such terms, as the Trustee determines in the Trustee's sole discretion. Upon the sale of the Lake Tahoe Residence pursuant to this subparagraph G.4., the sales proceeds from the Lake Tahoe Residence and the remaining balance of the Residential Fund, if any, shall be distributed pursuant to subparagraph G.5. below.

5. Upon the sale of the Lake Tahoe Residence pursuant to subparagraph G.3. or G.4. above, the sales proceeds from the Lake Tahoe Residence and the remaining balance of the Residential Fund, if any, shall be divided into three (3) equal shares. Each such equal share shall be held, administered, and distributed as hereafter provided.

a. One (1) such equal share shall be distributed to the Grantor's son, Todd Bruce Jaksick, if he is then living, and if he is not then living to such one or more persons and entities, excluding only the Beneficiary, the Beneficiary's estate, the Beneficiary's creditors, and the creditors of the Beneficiary's estate, and on such terms and conditions, either outright or in trust, as Todd Bruce Jaksick may appoint by a Will or a written and acknowledged instrument specifically referring to and exercising this limited power of appointment. Any of such equal share not effectively appointed by Todd Bruce Jaksick in this manner shall be distributed to the then living issue of Todd Bruce Jaksick, by right of representation. However, the amount that would otherwise be distributed, free of trust, to each issue of the Grantor pursuant to this subparagraph G.5.a. shall instead be retained in trust for the primary benefit of that person pursuant to paragraph F. above. If Todd Bruce Jaksick is not then living, and none of his issue is living, and no other distribution is to be made pursuant to this subparagraph, and power is not exercised this distribution will lapse and be divided equally between the other two shares or one share, as the case may be, pursuant to this subparagraph G.5.

b. One (1) such equal share shall be distributed to the Grantor's son, Stanley S. Jaksick, if he is then living, and if he is not then living to such one or more persons and entities, excluding only the Beneficiary, the Beneficiary's estate, the Beneficiary's creditors, and the creditors of the Beneficiary's estate, and on such terms and conditions, either outright or in trust, as Stanley S. Jaksick may appoint by a Will or a written and acknowledged instrument specifically referring to and exercising this limited power of appointment. Any of such equal share not effectively appointed by Stanley S. Jaksick in this manner shall be distributed to the then living issue of Stanley S. Jaksick, by right of representation. However, the amount that would otherwise be distributed, free of trust, to each issue of the Grantor pursuant to this subparagraph G.5.b. shall instead be retained in trust for the primary benefit of that person pursuant to paragraph F. above. If Stanley S. Jaksick is not then living, none of his issue is living, and no other distribution is to be made pursuant to this subparagraph, this distribution will lapse and be divided equally between the other two shares or one share, as the case may be, pursuant to this subparagraph G.5.

c. One (1) such equal share shall be distributed to the Grantor's daughter, Wendy Ann Jaksick Smrt, if she is then living, and if she is not then living to such one or more persons and entities, excluding only the Beneficiary, the Beneficiary's estate, the Beneficiary's creditors, and the creditors of the Beneficiary's estate, and on such terms and conditions, either outright or in trust, as Wendy Ann Jaksick Smrt may appoint by a Will or a written and acknowledged instrument specifically referring to and exercising this limited power of appointment. Any of such equal share not effectively appointed by Wendy Ann Jaksick Smrt in this manner shall be distributed to the then living issue of Wendy Ann Jaksick Smrt, by right of representation. However, the amount that would otherwise be distributed, free of trust, to each issue of the Grantor pursuant to this subparagraph G.5.c. shall instead be retained in trust for the primary benefit of that person pursuant to paragraph F. above. If Wendy Ann Jaksick Smrt is not then living, none of her issue is living, and no other distribution is to be made pursuant to this subparagraph, this distribution will lapse and be divided equally between the other two shares or one share, as the case may be, pursuant to this subparagraph G.5.

H. REMOTE HEIRS. If at any time before final distribution of the trust estate Samuel S. Jaksick, Jr., Janene Barger, and all of the issue of Samuel S. Jaksick, Jr. are deceased, and no other disposition of the property is directed by this Trust Agreement, then the remaining portion of the trust estate is to then be distributed to the Nevada State Children's Home in Carson City, Nevada, or to a similar successor organization of the State of Nevada, to be used as follows:

1. Three-fourths ($\frac{3}{4}$) of the remaining portion of the trust estate shall be used by the Nevada State Children's Home, in a manner determined in its sole discretion, to assist in college or university education for children who are residents of the Nevada State Children's Home when they graduate from high school.

2. One-fourth ($\frac{1}{4}$) of the remaining portion of the trust estate shall be used by the Nevada State Children's Home, in a manner determined in its sole discretion, for athletic and recreational equipment for the growth, development, and entertainment of children residing in the Nevada State Children's Home.

I. DISTRIBUTIONS TO BENEFICIARIES UNDER LEGAL DISABILITY. If any beneficiary to whom the Trustee is directed to or permitted to make distributions of income or principal is under any legal disability, or, in the opinion of the Trustee, is unable to properly apply such distributions for the benefit of the beneficiary, then the Trustee may make such distributions directly for the benefit of the beneficiary or in any one or more of the following methods:

1. to the beneficiary;
2. to the conservator or guardian of the estate of the beneficiary;
3. to a custodian of the beneficiary under the Uniform Act on Transfers to Minors, or any corresponding or substitute provisions then in effect (the "Act"), and if custodial property has not previously been created for the benefit of the beneficiary under the Act, then the Trustee may, in the Trustee's discretion, declare the property being distributed to be custodial property, transfer the custodial property to a qualified custodian under the Act, and specify any age permitted under the Act as the age for distribution to the beneficiary; or
4. to any relative of the beneficiary, to be expended by the relative for the benefit of the beneficiary.

J. **EARLY TERMINATION OF SMALL TRUSTS.** If at any time before final distribution, any trust being administered under this Trust Agreement contains assets with an aggregate fair market value of less than \$50,000, and if the Trustee determines, in the Trustee's discretion, that continued administration of the trust would be impractical or that the costs of administration would outweigh the anticipated benefits of continued administration, then the Trustee may terminate the trust and distribute the remaining trust assets to the trust beneficiaries, both income beneficiaries and then living remaindermen. The identities of the remaindermen are to be determined as if the event that would otherwise cause the final distribution of the trust, such as the attainment by the income beneficiary of a specified age or the death of the last living income beneficiary, had then occurred. Except as otherwise specifically provided in this Trust Agreement, distribution among the income beneficiaries and remaindermen is to be in accordance with sound actuarial principles.

K. **INTEREST ON PECUNIARY BEQUESTS.** Unless otherwise specifically provided in this Trust Agreement, any distribution or allocation of a monetary or pecuniary amount of property may be satisfied in cash or in kind, or partly in each, with the assets so distributed or allocated being valued for this purpose on the date or dates of distribution or allocation. Interest is not to accrue with respect to any pecuniary or monetary distribution or allocation that is satisfied or irrevocably set aside within 15 months after the date of the event that results in the distribution or allocation, such as the death of the Grantor. However, each such monetary or pecuniary distribution or allocation that is not so satisfied or irrevocably set aside within 15 months is to bear interest from the date specified under applicable state law, and if state law does not specify a date for the accrual

of interest, interest is to accrue from the date of the event that results in the distribution or allocation, and interest is to accrue to the date of distribution or allocation. Interest is to accrue at the statutory rate applicable to pecuniary bequests under state law, and if state law does not specify a statutory rate, interest is to accrue at 80% of the rate applicable under Section 7520 of the Internal Revenue Code of 1986, as amended (the "Code"), in effect on the date of the event that results in the distribution or allocation, or such other rate as may from time to time be required by the Code or federal estate, gift, or generation-skipping tax regulations.

III

POWER TO REVOKE AND AMEND

A. POWER TO REVOKE DURING LIFETIME OF GRANTOR. Samuel S. Jaksick, Jr., during his lifetime, may revoke this Trust Agreement in whole or in part by a written instrument delivered to the Trustee. On revocation, the Trustee must deliver to the Grantor all or the designated portion of the trust assets. If the Trust Agreement is revoked with respect to all or a major portion of the trust assets subject to the Trust Agreement, the Trustee may retain sufficient assets to reasonably secure payment of liabilities incurred by the Trustee in the administration of the trust estate, including Trustee's fees that have been earned, unless the Grantor indemnifies the Trustee against loss or expense. However, the Trustee is not entitled to indemnification against any loss or expense resulting from any breach of trust.

B. POWER TO AMEND DURING LIFETIME OF GRANTOR. Samuel S. Jaksick, Jr., during his lifetime, reserves the power to amend any of the terms of this Trust Agreement by a written instrument delivered to the Trustee. No amendment may substantially increase the duties or liabilities of the Trustee or change the Trustee's compensation without the Trustee's consent, nor is the Trustee obligated to act under such an amendment unless the Trustee accepts it. If a Trustee is removed, the Grantor must pay to the Trustee any sums due and must indemnify the Trustee against liabilities incurred by the Trustee in the administration of the trust estate. However, the Trustee is not entitled to indemnification against any liabilities resulting from any breach of trust.

C. POWER TO REVOKE AND AMEND FOLLOWING THE DEATH OF THE GRANTOR. Following the death of the Grantor, the trust estate may not be revoked, amended, or terminated except through distributions permitted or required pursuant to the terms of this Trust Agreement or through the exercise of powers of appointment that are granted by the terms of this Trust Agreement.

D. EFFECT OF DISABILITY OF GRANTOR ON POWER TO REVOKE OR AMEND. All of the Grantor's powers to revoke and amend that are described in paragraphs A. and B. above are personal to the Grantor and, in the event of disability, may be exercised on behalf of the Grantor by (1) a conservator or guardian of the estate of the Grantor with court approval or (2) the holder of a durable power of attorney for the purpose of making gifts or taking other actions that are authorized by express provisions of the durable power.

IV

TRUSTEE PROVISIONS

A. APPOINTMENT OF TRUSTEE AND SUCCESSOR TRUSTEES. Except as otherwise specifically provided in this Trust Agreement or in an instrument exercising a power of appointment that is granted by this Trust Agreement, the persons or entities named or appointed as Trustee or Co-Trustees pursuant to this paragraph A. are to act as Trustee or Co-Trustees, as the case may be, of each trust established pursuant to this Trust Agreement. Samuel S. Jaksick, Jr. is to initially serve as the sole Trustee. However, he may, in his sole discretion, appoint one (1) or more other persons or entities to serve as a Co-Trustee or as Co-Trustees with him and to serve as the successor Trustee or as successor Co-Trustees if he should for any reason fail to qualify or cease to act as Trustee, and he may remove (and, if desired, replace) any Co-Trustee, successor Trustee, or successor Co-Trustee appointed by him.

If Samuel S. Jaksick, Jr. should for any reason fail to qualify or cease to act as Trustee, and if he fails to otherwise appoint a different successor Trustee or two (2) or more different successor Co-Trustees pursuant to the preceding subparagraph, then Stanley S. Jaksick, Todd Bruce Jaksick, and Ray Benetti shall act as Co-Trustees. If any one of Stanley S. Jaksick, Todd Bruce Jaksick, or Ray Benetti should for any reason fail to qualify or cease to act as a Co-Trustee, then the remaining two Co-Trustees and Ken Huff shall act as Co-Trustees. If any two of Stanley S. Jaksick, Todd Bruce Jaksick, Ray Benetti, and Ken Huff should for any reason fail to qualify or cease to act as a Co-Trustee, then Todd Bruce Jaksick shall appoint one (1) other person or entity to serve as a Co-Trustee with the remaining two Co-Trustees. If Todd Bruce Jaksick should for any reason be unable or unwilling to appoint a Co-Trustee pursuant to the preceding sentence, then Stanley S. Jaksick shall appoint one (1) other person or entity to serve as a Co-Trustee with the remaining two Co-Trustees pursuant to the preceding sentence. If any three of Stanley S. Jaksick, Todd Bruce Jaksick, Ray Benetti, and Ken Huff should for any reason fail to qualify or cease to act as a Co-Trustee, then Todd Bruce Jaksick shall appoint one

(1) or more other persons or entities to serve as a Co-Trustee or as Co-Trustees with the remaining Co-Trustee. If Todd Bruce Jaksick should for any reason be unable or unwilling to appoint a Co-Trustee or Co-Trustees pursuant to the preceding sentence, then Stanley S. Jaksick shall appoint one (1) or more other persons or entities to serve as a Co-Trustee or as Co-Trustees with the remaining Co-Trustee pursuant to the preceding sentence.

Notwithstanding any other provision of this paragraph A., Todd Bruce Jaksick may, in his sole discretion, remove any Co-Trustee, successor Trustee (including Nevada State Bank below), or successor Co-Trustee named or otherwise appointed pursuant to this paragraph A., and he may appoint one (1) or more other persons or entities to serve as the replacement Co-Trustee, successor Trustee, or successor Co-Trustee, as the case may be. If Todd Bruce Jaksick should for any reason be unable or unwilling to remove and replace a Co-Trustee, successor Trustee, or successor Co-Trustee pursuant to the preceding sentence, then Stanley S. Jaksick may, in his sole discretion, remove any Co-Trustee, successor Trustee (including Nevada State Bank below), or successor Co-Trustee named or otherwise appointed pursuant to this paragraph A., and he may appoint one (1) or more other persons or entities to serve as the replacement Co-Trustee, successor Trustee, or successor Co-Trustee, as the case may be. However, the power granted to Todd Bruce Jaksick and Stanley S. Jaksick to remove and replace any Co-Trustee, successor Trustee, or successor Co-Trustee as set forth in this subparagraph may not be used to remove either Samuel S. Jaksick, Jr., Todd Bruce Jaksick, or Stanley S. Jaksick as Trustee, Co-Trustee, successor Trustee, or successor Co-Trustee, as the case may be.

If all of the individuals named in this paragraph A. should for any reason fail to qualify or cease to act as Trustees, and if another successor Trustee or two (2) or more other successor Co-Trustees are not otherwise appointed pursuant to the preceding subparagraphs, then Nevada State Bank shall act as sole Trustee.

The power to appoint, remove, and replace Co-Trustees, successor Trustees, and successor Co-Trustees is to be exercised by a written instrument signed by the person or persons possessing the power. Any person or entity qualified to serve as Trustee may be appointed a Co-Trustee, successor Trustee, or successor Co-Trustee pursuant to this paragraph A.

B. INCAPACITY OF TRUSTEE. Any person named or appointed as the Trustee or as a Co-Trustee pursuant to the provisions of this Trust Agreement is to be considered to have failed to qualify as Trustee or as a Co-Trustee if the person at any time becomes incapacitated (determined in the manner specified in paragraph D. of article VIII). The

person is to be restored to the office of Trustee or Co-Trustee as soon as the person regains capacity.

C. EXCULPATION OF SUCCESSOR TRUSTEE. No successor Trustee is to be liable for any act, omission, or default of a predecessor Trustee. Unless requested in writing within 180 days of appointment by an adult beneficiary of this trust, no successor Trustee is to have any duty to investigate or review any action of a predecessor Trustee and may accept the accounting records of the predecessor Trustee showing assets on hand without further investigation and without incurring any liability to any person claiming or having an interest in the trust.

D. EXCULPATION OF CO-TRUSTEES. No Co-Trustee is to be liable for any act, omission, or default of any other Co-Trustee provided that the Co-Trustee has not had knowledge of any facts that may reasonably be expected to have put the Co-Trustee on notice in sufficient time to have prevented the act, omission, or default.

E. GOVERNING VOTE OF CO-TRUSTEES AND EXECUTION OF DOCUMENTS. During any period of time that there are two (2) or more Co-Trustees, all of the acts of the Co-Trustees are to be governed by the majority vote of the Co-Trustees, and any action taken by the majority vote of the Co-Trustees is to be binding on the trust estate and may be relied on by third parties dealing with the Co-Trustees.

Following the approval by the Trustee or the Co-Trustees of any transaction pursuant to this Trust Agreement, any deeds, promissory notes, deeds of trust, mortgages, leases, contracts, checks, withdrawal orders for the disbursement or withdrawal of funds, or other instruments binding the assets of the trust or committing the trust to obligations may be executed on behalf of the trust (1) by the Trustee, if there is only one (1) Trustee, (2) by any one (1) of the Co-Trustees, if there are two (2) or more Co-Trustees, or (3) by any other person designated in writing by the Trustee, if there is only one (1) Trustee, or by all of the Co-Trustees, if there are two (2) or more Co-Trustees. Any person or entity transacting business with the trust may rely upon any instrument executed by an authorized signatory without inquiring into the approval of the transaction pursuant to this Trust Agreement.

F. RESIGNATION OF TRUSTEE. The Trustee may resign at any time. Such resignation is to be effective after delivery of 30 days written notice to those persons to whom accountings are then required to be rendered pursuant to paragraph J. below. Upon the resignation of the Trustee, a successor Trustee is to be appointed pursuant to paragraph A. above.

G. **REMOVAL OF CORPORATE TRUSTEES.** Any corporate or institutional Trustee named or appointed as Trustee of a trust pursuant to paragraph A. above may be removed at any time, with or without cause, by a written instrument signed by a majority of those persons to whom accountings for the trust are then required to be rendered pursuant to paragraph J. below. Upon the removal of the corporate or institutional Trustee, a successor Trustee is to be appointed pursuant to paragraph A. above.

H. **WAIVER OF BOND.** No bond is to be required of any person named or appointed as Trustee for the faithful performance of the person's duties as Trustee.

I. **COMPENSATION OF TRUSTEE.** The Grantor is not to receive any compensation for services rendered in connection with the administration of the trust estate. Each successor Trustee is entitled to reasonable compensation for services rendered in connection with the administration of the trust estate. Any bank or trust company acting as a corporate Trustee, whether acting as the sole Trustee or as a Co-Trustee, is entitled to compensation for its services in the amount and at the times specified in its schedule of fees and charges established by it from time to time for the administration of trusts similar in character and size to the trust established by this Trust Agreement and in effect when the compensation is payable. The compensation of the corporate Trustee is not to be affected by the fact that the corporate Trustee or an affiliate of the corporate Trustee receives an investment management, administrative, or other fee from an entity or fund in which the trust is an investor.

J. **ACCOUNTINGS.** During the lifetime of the Grantor, the Trustee is required to render accountings only to the Grantor; and the accountings must be rendered at least annually. Following the death of the Grantor, the Trustee of each trust must render accountings at least annually to each beneficiary of the trust who is entitled to receive current discretionary or mandatory distributions from income or principal, and to each living remainderman who would then be entitled to a distribution of income or principal if the event requiring final distribution of the trust (such as the attainment by the income beneficiary of a specified age or the death of the last living income beneficiary) had then occurred. If a person would be a current beneficiary or remainderman only if a power of appointment were exercised in his or her favor, and if the Trustee does not have actual knowledge of the exercise of the power in that person's favor, then that person is not to be considered a current beneficiary or remainderman for the purposes of this paragraph J. If any beneficiary entitled to receive an accounting is a minor or under any other legal disability, then the accounting is to be delivered to the beneficiary's parents or guardian of the beneficiary's estate. Unless any person to whom an accounting is required to be rendered delivers a written objection to the Trustee within 180 days after receipt of the

accounting, the accounting is to be final and conclusive with respect to all transactions disclosed in the accounting as to all beneficiaries of the trust, including unborn and unascertained beneficiaries. After settlement of the accounting by the agreement of the parties objecting to it, or by expiration of the 180 day period, the Trustee is to no longer be liable to any beneficiary of the trust, including unborn and unascertained beneficiaries, with respect to all transactions disclosed in the accounting, except for the Trustee's intentional wrongdoing or fraud.

K. TRUSTEE ADMINISTRATIVE POWERS. Except as otherwise provided in this Trust Agreement or by the laws of the State of Nevada, the Trustee is vested with the following powers with respect to the trust estate and any part of it, in addition to those powers now or hereafter conferred by law:

1. The Trustee is to invest and manage the trust estate as a prudent investor would, after taking into consideration the purposes, terms, distribution requirements, and other circumstances of the trust. In satisfying this standard, the Trustee must exercise reasonable care, skill, and caution. The Trustee's investment and management decisions respecting individual assets and courses of action are to be evaluated not in isolation, but in the context of the trust portfolio as a whole and as a part of an overall investment strategy having risk and return objectives reasonably suited to the trust, with no types of investments or courses of actions being impermissible or imprudent *per se*. The intent of this provision is to confer upon the Trustee the investment authority defined in the Restatement 3d of the Law of Trusts ("The Prudent Investor Rule"). Within the limitations of this standard, and subject to any express provision or limitation contained in this Trust Agreement, the Trustee is authorized to invest and reinvest the trust estate in every kind of property, real, personal, or mixed, and every kind of investment, specifically including, but not limited to, corporate obligations of every kind, stocks, preferred or common, shares of investment trusts and investment companies (including any common trust fund or other collective investment vehicle administered by the Trustee or an affiliate of the Trustee), mutual funds, and interests in partnerships (both general and limited), limited liability companies, and other forms of legal entities. The Trustee's investment power is not to be affected by the fact that the Trustee or an affiliate of the Trustee may receive an investment management, administrative, or other fee from any entity in which trust assets are invested. In making and implementing investment decisions, the Trustee has a duty to diversify the investments of the trust unless, under the circumstances, it is prudent not to do so. However, the requirement for diversification is not to apply with respect to (a) any property contributed to the trust estate by the Grantor, (b) any residential real property described in paragraph C. of article V below, and (c) any tangible personal property described in paragraph D. of article V below.

EXHIBIT 1.b

EXHIBIT 1.b

EXHIBIT 1.b

2. The Trustee may organize, participate in, invest in, and contribute trust assets to all forms of legal entities, specifically including, but not limited to, corporations, partnerships (both general and limited), and limited liability companies. The Trustee may acquire any form of equity interest in or evidence of indebtedness from any entity in which trust assets are invested, specifically including, but not limited to, stocks (preferred, common, voting, and non-voting), partnership interests (both limited and general), membership interests (both voting and non-voting), bonds, and promissory notes (both secured and unsecured), on terms and conditions approved by the Trustee, in the Trustee's discretion. This power specifically includes, but is not limited to, the power to invest in and contribute property to limited partnerships, limited liability companies, and other forms of legal entities administered or managed by the Trustee or an affiliate of the Trustee.

3. The Trustee may continue to hold any property, including any shares of the Trustee's own stock, and may operate at the risk of the trust estate any business that the Trustee receives or acquires as long as the Trustee considers advisable.

4. The Trustee is to have all the rights, powers, and privileges of an owner with respect to the securities held in trust, including, but not limited to, the power to vote, give proxies, and pay assessments; to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers, and liquidations; and incident to such participation to deposit securities with and transfer title to any protective or other committee on such terms as the Trustee may consider advisable; and to exercise or sell stock subscription or conversion rights.

5. The Trustee may hold securities or other property in the Trustee's name as Trustee under this Trust Agreement, in the Trustee's own name, or in the name of a nominee, or the Trustee may hold securities unregistered in such condition that ownership will pass by delivery.

6. The Trustee may manage, control, grant options on, sell (for cash or on deferred payments), convey, exchange, partition, divide, improve, and repair trust property.

7. The Trustee may write or sell covered call options on any securities held in the trust through any recognized options exchange.

8. The Trustee may lease trust property for terms within or beyond the term of the Trust Agreement for any purpose, including exploration for the removal of gas, oil, and other minerals; and may enter into community oil leases, pooling, and unitization agreements.

9. The Trustee may loan money to any person or entity, including the probate estate of the Grantor. However, any such loan must bear a reasonable rate of interest.

10. The Trustee may purchase property at its fair market value as determined by the Trustee, in the Trustee's discretion, from the probate estate of the Grantor.

11. The Trustee may loan or advance the Trustee's own funds to the trust estate, with interest at current rates; may receive security for such loans in the form of a mortgage, pledge, deed of trust, or other encumbrance of any assets of the trust estate; may purchase assets of the trust estate at their fair market value as determined by an independent appraisal of those assets; and may sell property to the trust at a price not in excess of the fair market value of the property as determined by an independent appraisal.

12. The Trustee may release or restrict the scope of any power that the Trustee may hold in connection with the trust estate, whether such power is expressly granted in the Trust Agreement or implied by law. The Trustee is to exercise this power in a written instrument executed by the Trustee specifying the power to be released or restricted and the nature of the release or restriction. The release or restriction is to be binding on all successor Trustees unless otherwise stated in the written instrument.

13. The Trustee may take any action and make any election, in the Trustee's discretion, to minimize the tax liabilities of the trust estate and the beneficiaries. The Trustee may allocate the tax benefits among the various beneficiaries, and the Trustee may make adjustments in the rights of any beneficiaries, or between the income and principal accounts, to compensate for the consequences of any tax election or any investment or administrative decision that the Trustee believes has had the effect of directly or indirectly preferring one beneficiary or group of beneficiaries over others.

14. The Trustee may borrow money and encumber trust property by mortgage, deed of trust, pledge, or otherwise. The Trustee is authorized to purchase, sell, and trade securities of any nature, including short sales, on margin, and for such purposes may maintain and operate margin accounts with brokers and may pledge any securities

held or purchased by the Trustee with such brokers as security for loans and advances made to the Trustee. The Trustee of each trust is also authorized to guarantee any loans made to any entity in which the trust owns an equity interest. In addition, during the lifetime of the Grantor, the Trustee is authorized to guarantee any loans made to the Grantor.

15. The Trustee may commence or defend, at the expense of the trust estate, such litigation with respect to the trust estate or any property of the trust estate as the Trustee may consider advisable and may compromise or otherwise adjust any claims or litigation against or in favor of the trust estate.

16. The Trustee may carry insurance of such kinds and in such amounts as the Trustee considers advisable, at the expense of the trust estate, to protect the trust estate and the Trustee personally against any hazard.

17. The Trustee may employ attorneys, accountants, investment advisors, managerial, clerical, and other assistants and agents, including management companies and resident managers of any real property operated by the trust. The expense of employment of such personnel is to be a proper expense of the trust and not of the Trustee personally. The Grantor acknowledges that Stanley S. Jaksick and Todd Bruce Jaksick currently provide services to and/or are involved in helping to administer and develop many of the Grantor's business activities and opportunities, and that their roles and responsibilities in these capacities will likely be greatly increased in the event of Grantor's death. Accordingly, the Trustee is specifically authorized and instructed to review, adjust, and increase, from time to time, the respective levels of compensation for Stanley S. Jaksick and Todd Bruce Jaksick based upon the increase in their then current responsibilities.

18. The Trustee may withhold from distribution, in the Trustee's discretion, at the time for distribution of any property of the trust estate, without the payment of interest, all or any part of the property, as long as the Trustee determines, in the Trustee's discretion, that the property may be subject to conflicting claims, to tax deficiencies, or to liabilities, contingent or otherwise, properly incurred in the administration of the trust estate or in the administration of the probate estate of the Grantor.

19. The Trustee may partition, allot, and distribute the trust estate, on any division or periodic, partial, or final distribution of the trust estate, in undivided interests or in kind, or partly in money and partly in kind, at valuations determined by the Trustee, and may sell such property as the Trustee considers necessary to make any division or distribution. In making any division or periodic, partial, or final distribution of the trust

estate, the Trustee is to be under no obligation to make a pro-rata division, or to distribute the same assets to beneficiaries similarly situated, but rather the Trustee may, in the Trustee's discretion, make a nonpro-rata division between trusts or shares and nonpro-rata distributions to beneficiaries, so long as the assets allocated to the separate trusts or shares, or distributed to the beneficiaries, have equivalent or proportionate fair market values.

20. Except as otherwise specifically provided in this Trust Agreement, the determination of all matters with respect to what is principal or income of the trust estate and the apportionment and allocation of receipts and expenses between these accounts are to be governed by the provisions of the Nevada Revised Uniform Principal and Income Act from time to time existing. Any such matter not provided for either in this Trust Agreement or in the Nevada Revised Uniform Principal and Income Act is to be determined by the Trustee, in the Trustee's discretion.

21. For trust accounting purposes, all items of prepaid, accrued, or undistributed income and all taxes and other current expenses are to be prorated on a daily basis over the period to which they relate. The prorations are to be calculated on the basis of a 360 day year and a 30 day month.

22. There need be no physical segregation or division of the various trusts or shares except as segregation or division may be required by the termination of any of the trusts or shares, but the Trustee must maintain separate accounts for the different undivided interests.

23. Other property acceptable to the Trustee may be added to the trust estate by any person, by the Will or codicil of the Grantor, by the proceeds of any life insurance policy, or otherwise.

24. The Trustee may perform any environmental inspections of trust assets that the Trustee deems advisable before or after the assets are accepted by the Trustee, and the Trustee may refuse to accept any asset based upon the results of the inspection. The Trustee may undertake any remedial measures with respect to any trust asset that the Trustee deems necessary or advisable in order to comply with environmental laws and may compromise any environmental liability claims on terms deemed advisable by the Trustee. The Trustee may regularly inspect and monitor trust property for compliance with applicable environmental laws, rules, and regulations. All inspections, remedial measures, settlements of environmental claims, and other actions taken by the Trustee pursuant to this subparagraph are to be at the expense of the trust estate and not

at the expense of the Trustee personally. The Trustee may renounce or disclaim any power that might otherwise subject the Trustee to personal liability for environmental violations.

25. For investment purposes, the Trustee may, in the discretion of the Trustee, combine the assets of any of the trusts created under this Trust Agreement with the assets of any other trust established by the Grantor or by any other person. In such event, the Trustee must maintain separate records of the amounts allocable to each such trust. In addition, the Trustee may, in the Trustee's discretion, merge any trust created under the terms of this Trust Agreement with any other trust established by the Grantor or by any other person, so long as the beneficial interests under such merged trusts are substantially identical. In the event of any such merger, the Trustee need not maintain separate records of the amounts allocable to each merged trust.

26. Whenever, pursuant to article II, the Trustee is directed to make a distribution or an allocation to a separate trust upon the death of the Grantor, the Trustee may, in the Trustee's discretion, defer the distribution or the allocation for a period of six (6) or more months following the death if the Trustee reasonably considers such deferral necessary to preserve the alternate valuation date for federal estate tax purposes in the estate of the Grantor or for any other legal, tax, or accounting reason. No interest is to accrue on the amount deferred. However, the rights to the amount deferred are to vest upon the death of the Grantor.

27. Notwithstanding the preceding provisions, any individual who is appointed the Trustee or a Co-Trustee pursuant to paragraph A. above may not exercise or decide to not exercise any tax election or option under any federal, state, or local law if doing so (a) could increase, decrease, or shift to another beneficiary his or her beneficial interest in the trust estate, and (b) the increase, decrease, or shift would or could constitute income to or a transfer by the Trustee for federal, state, or local income or transfer tax purposes. If all the appointed Trustees are prohibited from exercising or from deciding to not exercise the tax election or option by the preceding sentence, then another individual, bank, or trust company (but not an individual who or bank or trust company which is related or subordinate to any acting Trustee under this Trust Agreement within the meaning of Code Section 672(c)) must be appointed by the Trustee or Co-Trustees then acting under this Trust Agreement, and the Trustee so appointed must alone exercise or decide to not exercise the tax election or option.

L. TRUSTEE STANDARD OF REVIEW. The Trustee is to be personally liable or subject to surcharge only if the Trustee should act without reason, in bad faith, or in violation of specific provisions of this Trust Agreement. Precatory language is merely suggestive and does not create an enforceable standard under which an act can be criticized or compelled. However, this standard of review is not intended to expand the standards of "health, education, support, and maintenance" for distributions into broader standards that are not "ascertainable standards" for transfer tax purposes.

The Trustee is entitled to indemnification against any claims, liabilities, and expenses, including attorneys' fees and amounts paid in settlement, resulting from the acts or omissions of the Trustee, so long as the Trustee's acts or omissions are not without reason, are not in bad faith, and are not in violation of specific provisions of this Trust Agreement. The Grantor intends to provide the Trustee with indemnification to the maximum extent allowed by law. The expenses of the Trustee incurred in the defense any action, suit, or proceeding must be paid from the trust estate as they are incurred and in advance of the final disposition of the action, suit, or proceeding upon receipt of an undertaking by or on behalf of the Trustee to repay the amount if it is ultimately determined that the Trustee is not entitled to be indemnified.

M. PRESERVATION OF ATTORNEY-CLIENT PRIVILEGE. The Trustee (and if there is more than one (1) Trustee, each Trustee) may consult legal counsel chosen by the Trustee on any matter relating to the administration of the trust, including, but not limited to, the Trustee's fiduciary duties and responsibilities with respect to the trust. All of the fees and expenses incurred as a result of such consultations are to be charged as an expense of the trust and are not to reduce the Trustee's compensation. All consultations and communications between the Trustee and the Trustee's attorney in connection with trust matters are to be confidential and are not subject to disclosure to any beneficiary or to any successor Trustee. Any fees or expenses incurred by the Trustee to defend any challenge to such confidentiality are to also be charged as an expense of the trust and are not to reduce the Trustee's compensation.

N. TRUSTEE NOT RESPONSIBLE FOR DETERMINATION OF BIRTHS, DEATHS, AND OTHER EVENTS THAT AFFECT TRUSTS. Until the Trustee receives written notice of any birth, death, attainment of a specified age, or any other event that affects the administration of or rights to distributions from any trust being administered under this Trust Agreement, the Trustee is not to be liable for any distributions or other disbursements that are made from the trust in good faith prior to receipt of the notice.

V

RULES GOVERNING CERTAIN PROPERTY

A. LIFE INSURANCE PROVISIONS. If any trust or share created under the terms of this Trust Agreement is designated as the owner or beneficiary of any policy of life insurance, then the provisions of this paragraph A. are to apply with respect to such life insurance policy.

1. The owner of each life insurance policy made payable to any trust or share created in this Trust Agreement reserves all rights, options, and privileges conferred on the owner by the terms of the policy, including, but not limited to, the right to change the beneficiary designation, to hypothecate the policy, and to borrow funds from the insurer. Sickness, disability, or other benefits may be paid by the insurer to the owner. The Trustee is not to be responsible for acts or omissions of the Grantor relating to any insurance policy.

2. The Trustee is not required to pay premiums, assessments, or other charges on any life insurance policy of which the Trustee is owner or beneficiary that are required to keep it a binding insurance contract, nor is the Trustee responsible for determining whether such payments have been made.

3. The Trustee is not responsible for determining whether the death of the insured has occurred. However, upon receipt of proof of death of the insured and upon receipt of the insurance policy, the Trustee must use reasonable efforts to collect all sums payable under the policy terms. The Trustee may require reasonable indemnification for all costs, expenses, and damages that may be incurred in the collection of the proceeds. All sums received are to become principal of the trust estate, except for interest paid by the insurer, which is to be income. Subject to any contrary provision in the beneficiary designation of any policy, all sums payable under any policy are to be held, administered, and distributed pursuant to the applicable provisions of paragraph B. of article II.

The Trustee may compromise, arbitrate, or otherwise adjust any claim, dispute, or controversy arising under any policy, and may to initiate, defend, settle, and compromise any legal proceeding necessary in the Trustee's opinion to collect the proceeds of any policy.

The Trustee's receipt to any insurer is to be considered in full discharge, and the insurer is not to have any duty to inquire into the application by the Trustee of the policy proceeds.

B. PAYMENTS RECEIVED UNDER QUALIFIED PLANS. On the death of the Grantor, and subject to any power of appointment exercised by the Grantor, any benefits payable to the trust estate under any qualified retirement plan are to be held, administered, and distributed pursuant to the applicable provisions of paragraph B. of article II. The Trustee is to have full power to compromise, arbitrate, or otherwise adjust any claim, dispute, or controversy arising under any qualified retirement plan, and is to have authority to initiate, defend, settle, and compromise any legal proceeding necessary in the Trustee's opinion to collect the proceeds of any such plan. To the extent permitted by the qualified retirement plan, the Trustee is to have the authority to select the method of payment of the proceeds of the plan.

The Trustee's receipt to the payor of the benefits under any qualified retirement plan is to be considered in full discharge, and the payor is not to be under any duty to inquire into the application by the Trustee of payments received.

Notwithstanding any other provision of this paragraph B., and except as otherwise provided in this subparagraph, the Trustee of any irrevocable trust under this Trust Agreement may not distribute to or for the benefit of the Grantor's estate, any charity, or any other non-individual beneficiary any benefits payable to the trust estate under any qualified retirement plan that is subject to the "minimum distribution rules" of either Section 401(a)(9) or Section 408(a)(6) of the Code, or any corresponding or substitute provision in effect from time to time. The Grantor intends that all benefits payable from any such qualified retirement plan to any irrevocable trust under this Trust Agreement be distributed to or for the benefit of only individual beneficiaries, within the meaning of either Section 401(a)(9) or Section 408(a)(6) of the Code, whichever is applicable, and the regulations thereunder, or any corresponding or substitute provisions in effect from time to time. Accordingly, such benefits may not be used for the payment of debts, taxes, expenses of administration, or other claims against the Grantor's estate, except to the minimum extent that would otherwise be required under applicable federal or state tax apportionment laws in the absence of specific tax apportionment provisions in the Grantor's Will or in this Trust Agreement. This subparagraph is not to apply to any charitable bequest that is specifically directed to be satisfied with qualified retirement plan benefits by other provisions of this Trust Agreement or to any charitable bequest that is contingent upon the deaths of all individual beneficiaries of the qualified retirement plan benefits prior to the final distribution of such benefits. Notwithstanding any other provisions of this Trust Agreement, if a trust

under this Trust Agreement receives distributions from a qualified retirement plan, the Trustee is authorized and directed to distribute to the beneficiaries of the trust that portion of each distribution necessary to qualify the beneficiaries as individual designated beneficiaries entitled to required minimum distributions under the life expectancy rule in Section 401(a)(9)(B)(iii) and (iv).

As used in this Trust Agreement, the term "qualified retirement plan" includes any qualified trust, retirement annuity contract, or individual retirement account described in Subchapter D of the Code, and the regulations and cases thereunder, or any corresponding or substitute provisions in effect from time to time.

C. **USE OF RESIDENTIAL PROPERTY.** During his lifetime, the Grantor may continue to occupy, rent free, any property of the trust estate that, at the time of the transfer to or acquisition by the trust estate, was used or intended for use by the Grantor as his principal, secondary, or vacation residence. During the lifetime of the Grantor, the Trustee may, in the Trustee's discretion, pay the property taxes, assessments, insurance premiums, and repair and maintenance expenses attributable to such residential property out of the principal or income of the trust estate as the Trustee, in the Trustee's discretion, may determine. During the lifetime of the Grantor, the Trustee may also, with the prior written consent of the Grantor, sell any such residential property and replace it or rent or lease a comparable parcel of residential property. On the death of the Grantor, and subject to any power of appointment exercised by the Grantor, the residential real property is to be held, administered, and distributed pursuant to the applicable provisions of paragraphs B. and G. of article II.

Following the death of the Grantor, and subject to paragraph G. of article II above, the Trustee, in the Trustee's discretion, may permit any beneficiary of the trust estate to occupy, rent free, any residential real property (including any primary, secondary, or vacation residence) held in or acquired by the trust estate. The Trustee may, however, require the beneficiary to pay all or any portion of the property taxes, assessments, insurance premiums, repair and maintenance expenses, utility expenses, and other expenses attributable to the residential property as a condition for the beneficiary's rent-free use of the property. The Trustee may also require the beneficiary to agree in writing to indemnify and hold the Trustee and the trust estate harmless from any liability resulting from the occupancy of the residential property by the beneficiary and his or her guests and invitees, including, but not limited to, any liability for personal injury or property damage sustained during the use and occupancy of the property. The Trustee is not to be liable to the other beneficiaries of the trust estate for any loss of or damage to the residential real

property that results from the use and occupancy of the property by a beneficiary pursuant to this provision.

D. **USE OF TANGIBLE PERSONAL PROPERTY.** During his lifetime, the Grantor reserves the right to use, possess, and enjoy, rent free, any household furniture and furnishings, jewelry, clothing, paintings, artwork, automobiles, boats, and other items of tangible personal property transferred to or acquired by the trust estate. Subject to any contrary provisions contained in the Grantor's Will or in other provisions of this Trust Agreement, following the death of the Grantor, the Trustee, in the Trustee's discretion, may permit any beneficiary of the trust estate to use, possess, and enjoy, rent free, any household furniture and furnishings, jewelry, clothing, paintings, artwork, automobiles, boats, and other items of tangible personal property that are to remain in or are acquired by the trust estate. The Trustee may, however, require the beneficiary to pay all or any portion of the personal property taxes, license fees, insurance premiums, repair and maintenance expenses, and other expenses attributable to the tangible personal property and to take reasonable measures to safeguard, insure, and account for the property as a condition for the beneficiary's rent-free use, possession, and enjoyment of the property. The Trustee may also require the beneficiary to agree in writing to indemnify and hold the Trustee and the trust estate harmless from any liability resulting from the beneficiary's use, possession, and enjoyment of the property, including, but not limited to, any liability to any third persons or entities for personal injury or property damage resulting from the beneficiary's use of the property. The Trustee is not to be liable to the other beneficiaries of the trust estate for any loss of or damage to the tangible personal property that results from the use, possession, and enjoyment of the property by a beneficiary pursuant to this provision.

E. **ALLOCATION, ADMINISTRATION, AND DISTRIBUTION OF "S CORPORATION" STOCK.** If the trust estate consists of shares of stock of any corporation that is an "S corporation," as defined in Section 1361(a) of the Code, or any corresponding or substitute provision in effect from time to time, then the Trustee may, in the Trustee's discretion, take any action necessary or appropriate to preserve the S corporation election under Section 1362(a) of the Code, or any corresponding or substitute provision in effect from time to time. The Trustee is specifically empowered to distribute, free of trust, to any of the beneficiaries of the trust estate any of the shares of stock of the S corporation that are held in the trust estate. In addition, the Trustee may amend the terms of any trust under this Trust Agreement to qualify the trust as a "qualified subchapter S trust" within the meaning of Section 1361(d) of the Code, or as an "electing small business trust" within the meaning of Section 1361(e) of the Code, or any corresponding or substitute provisions in effect from time to time. In exercising these powers, the Trustee may divide any trust into

more than one trust, with one such trust containing the stock of the S corporation, with amended terms for administration and distribution that qualify the trust as a "qualified subchapter S trust" or as an "electing small business trust," and with the other trust or trusts containing all other trust assets, which are to be administered pursuant to the terms and conditions contained in this Trust Agreement. However, the Trustee may not exercise this power in a manner that would increase the Trustee's individual benefits under this Trust Agreement or in any manner that would result in an outright distribution to any beneficiary whom the Trustee is legally obligated to support, educate, and maintain. The Trustee is not to be liable for any good faith exercise of the powers conferred by this paragraph.

VI

GENERATION-SKIPPING TRANSFER TAX PROVISIONS

A. **DEFINITION OF GENERATION-SKIPPING.** The term (or any reference to) "generation-skipping" in this Trust Agreement refers to the federal generation-skipping transfer tax under Chapter 13 of the Code.

B. **TRUST TO INCLUDE SEPARATE SHARES.** References to a "trust" or to "trusts" refer also to arrangements that are treated as trusts for generation-skipping purposes and to separate shares of a trust if the context so indicates, if consistent with the Grantor's apparent objectives, and if the shares will be "substantially separate and independent shares of different beneficiaries" entitled to be treated as separate trusts for generation-skipping purposes under Code Section 2654(b).

C. **DEFINITION OF EXECUTOR FOR GENERATION-SKIPPING PURPOSES.** In this article, and in the generation-skipping context generally, the term "Executor" refers to the person or persons authorized by Code provisions or Treasury regulations to make the transferor election for qualified terminable interest property under Code Section 2652(a)(3) and to allocate the generation-skipping exemption under Code Section 2631(a).

D. **DEFINITIONS OF EXEMPT, NONEXEMPT, INCLUSION RATIO, AND APPLICABLE FRACTION.** In this article, and in the generation-skipping context generally, the term "Exempt" refers to property or a trust that has a generation-skipping "inclusion ratio" of zero (that is, an "applicable fraction" for generation-skipping purposes of one). Any reference made to an "Exempt Trust" or to the "Exempt Portion" of certain property or of a trust is a reference to or a special titling for property or a trust that has been or is to be established having an "inclusion ratio" of zero. The term "Nonexempt Portion" or the

adjective "Nonexempt" indicates property or a trust that has a generation-skipping "inclusion ratio" of one (that is, an "applicable fraction" of zero). The terms "inclusion ratio" and "applicable fraction" have the meanings prescribed in Code Section 2642.

E. EXECUTOR'S AND TRUSTEE'S GENERATION-SKIPPING AUTHORITY.

1. In exercising the power to allocate the generation-skipping exemption of the Grantor or of any beneficiary of the trust estate under Code Section 2631(a), or a counterpart exemption under any applicable state law, the Executor of the Grantor or the beneficiary may include in or exclude from that allocation any property of which the Grantor or the beneficiary is the transferor for generation-skipping purposes, including property transferred prior to the death of the Grantor or beneficiary. These decisions may be based on transfers, gift tax returns, and other information known to the Executor, with a requirement of good faith but no requirement that allocations benefit the various transferees or beneficiaries of such property equally, proportionately, or in any other particular manner. However, no person acting as Executor is to make or participate in any generation-skipping election or allocation decision if the power to do so would result in the person being deemed to possess a general power of appointment for federal estate and gift tax purposes over property with respect to which he or she would (or might) not otherwise have such a general power. Should this prohibition leave no Executor able to make such an election or allocation, then the office of Executor is to be filled for this limited purpose by the Trustee under this Trust Agreement, and if the Trustee is also the Executor, then the office of Executor is to be filled for this limited purpose in the manner specified in this Trust Agreement for the appointment of successor Trustees.

2. The Grantor's Executor may, in the Executor's discretion, elect under Code Section 2652(a)(3) to have the Grantor rather than the Surviving Spouse treated as the generation-skipping transferor of all or any portion of the property of the Marital Trust.

3. No trust that is otherwise to be established under this Trust Agreement is to include both Exempt property and Nonexempt property. To accomplish this result, the Trustee must divide each trust that is otherwise to be established under this Trust Agreement and that would otherwise include both Exempt property and Nonexempt property into two (2) separate trusts, an Exempt Trust and a Nonexempt Trust. The Nonexempt Trust is to be established by allocating to it the minimum fractional share of the trust property that is necessary to establish it with an "inclusion ratio" of one, while leaving the Exempt Trust with an "inclusion ratio" of zero.

the Trustee may establish separate shares in each combined trust if and as needed to preserve the rights and protect the interests of the various beneficiaries when the trusts being combined do not have identical terms or when separate shares are otherwise deemed desirable by the Trustee. Trusts with different inclusion ratios that are established pursuant to other trust instruments may also be combined with each other or with trusts established under this Trust Agreement, provided their inclusion ratios are maintained unchanged through substantially separate and independent shares of different beneficiaries under Code Section 2654(b). Similarly, the Trustee is to have sole discretionary authority to subdivide separate or separable shares of a single trust into separate trusts. These powers to combine and divide trusts may be exercised from time to time, and may be used to modify or reverse their prior exercise. In deciding whether and how to exercise this authority, the Trustee may consider efficiencies of administration, generation-skipping and other transfer tax considerations, income tax factors affecting the various trusts and their beneficiaries, present and future financial and other objectives of the trusts and their beneficiaries, the need or desirability of having the same or different Trustees for the various trusts or shares, and any other considerations the Trustee may deem appropriate to these decisions.

8. The Grantor intends to encourage the Trustee to administer separate trusts under this Trust Agreement in ways that, in the long run, are likely to reduce income and transfer taxes on the trusts and their beneficiaries and that are likely to make efficient utilization of available tax privileges, such as generation-skipping exemptions. Consistent with these objectives, the Trustee of any trust may consult with other trustees and may in reasonable ways coordinate decisions and actions of the trust with those of other trusts under this Trust Agreement, under other dispositions made by the Grantor, and under wills and trusts of others when those other trusts have, in whole or in part, similar beneficiaries. Without limiting the foregoing, the Grantor specifically authorizes (but does not require) the Trustee, in administering different trusts wholly or in part for the benefit of a particular beneficiary or group of beneficiaries, to adopt different investment patterns and objectives for different trusts based on their generation-skipping ratios and to prefer making distributions from Nonexempt Trusts to beneficiaries who are "non-skip persons" for generation-skipping purposes and from Exempt Trusts to those who are "skip persons," as those terms are defined in Code Section 2613.

F. DISTRIBUTIONS TO ISSUE OF DECEASED CHILDREN OF GRANTOR. If (1) any of the children of the Grantor should predecease the Surviving Spouse leaving issue who survive the Surviving Spouse, (2) distributions or allocations would otherwise be made after the death of the Surviving Spouse to or for the benefit of the living issue of such deceased children from the Marital Trust or the Decedent's Trust pursuant to article II

above that would result in the imposition of the generation-skipping tax, and (3) the generation-skipping tax would not be imposed if the Surviving Spouse were the generation-skipping transferor with respect to all such distributions or allocations, then the distributions or allocations are instead to be made pursuant to this paragraph F. As used in this paragraph F., the term "predeceased children" refers, collectively, to all of the children of the Grantor who predecease the Surviving Spouse leaving issue who survive the Surviving Spouse. The Trustee is to first determine the aggregate amount of the assets of the Marital Trust and the Decedent's Trust (determined before the imposition of generation-skipping taxes) that would otherwise be distributed or allocated to or for the benefit of the living issue of the predeceased children following the death of the Surviving Spouse, and the amount so determined is instead to be distributed or allocated from the following sources:

1. That portion, if any, of the Marital Trust of which the Surviving Spouse is the generation-skipping transferor.
2. The Exempt Portion of the Marital Trust of which the Grantor is the generation-skipping transferor.
3. The Exempt Portion of the Decedent's Trust.

The Trustee, in the Trustee's discretion, is to determine the amounts to be distributed or allocated from each of these sources after taking into consideration all relevant factors, including, but not necessarily limited to, the income and transfer tax implications of the distributions or allocations, the present and future financial and other objectives of the trusts and their beneficiaries, the intentions of the Grantor (if known), and any other considerations the Trustee may deem appropriate. The Trustees of the various trusts are specifically authorized to sell assets from one trust to another, to exchange assets between or among trusts, and to loan money from one trust to another to facilitate the distributions or allocations pursuant to this paragraph. However, all such sales and exchanges must be at fair market value, as determined by independent appraisals, and all such loans must be with interest at current rates and with adequate security.

If the total value of the assets available in the sources described above is less than the aggregate amount to be distributed or allocated to or for the benefit of the issue of the predeceased children, then the deficit is to be satisfied from the remaining assets of the Marital Trust and the Decedent's Trust. The amounts to be distributed or allocated to or for the benefit of the other beneficiaries of the trusts are to be satisfied from the remaining assets of the Marital Trust and the Decedent's Trust. The aggregate amount (determined

before the imposition of generation-skipping taxes) to be distributed or allocated to or for the benefit of each beneficiary under this Trust Agreement is not to be increased or decreased by the application of this paragraph, and the method of distribution or allocation (whether outright or in trust) is not to be affected. Only the source of the distributions or allocations is to be affected.

The purpose of this paragraph F. is to authorize and direct the Trustee to make distributions and allocations to or for the benefit of the issue of the predeceased children in such a manner as to qualify the distributions or allocations, to the extent possible, for the special rule under Code Section 2651(e) that avoids the characterization of certain distributions and allocations as "generation-skipping transfers" if a descendant of a parent of the generation-skipping transferor (or a descendant of a parent of the transferor's spouse or former spouse) predeceases the generation-skipping transferor leaving issue then living.

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G. GRANT OF GENERAL POWER OF APPOINTMENT. If all or any portion of the assets held in a Nonexempt Trust under this Trust Agreement would otherwise be subject to the generation-skipping tax on the death of any beneficiary, and if the possession of a general power of appointment by that beneficiary would prevent the imposition of the generation-skipping tax on the assets subject to the power, then that beneficiary is to have a general power of appointment exercisable on his or her death. The general power of appointment is to be exercisable with respect to the lesser of (a) that portion of the assets of the Nonexempt Trust under this Trust Agreement that would otherwise be subject to the generation-skipping tax on the death of the beneficiary, or (b) the amount, if any, needed to increase the beneficiary's taxable estate for federal estate tax purposes to the smallest amount subject to federal estate taxation at the "maximum federal estate tax rate" (as defined in Code Section 2641), after taking into consideration the beneficiary's adjusted taxable gifts (as defined in Code Section 2001(b)). If this or a similar limitation is imposed on the amount subject to a general power of appointment under one or more other Nonexempt Trusts, regardless of the source of the trust or the identity of the grantor, then the limitation described in clause (b) above is to be reduced to that fraction of the amount described therein, the numerator of which is the amount described in clause (a) above, and the denominator of which is the total value of the assets of all of the Nonexempt Trusts (including the Nonexempt Trust under this Trust Agreement) that would otherwise be subject to the generation-skipping tax on the death of the beneficiary and that grant such general powers of appointment to the beneficiary with similar limitations. The general power of appointment is to be exercisable in favor of any one or more persons and entities, including the estate of the beneficiary, and on such terms and conditions, either outright or in trust, as the beneficiary may appoint by a Will or

a written and acknowledged instrument specifically referring to and exercising this general power of appointment. Any of the assets of the Nonexempt Trust that are not effectively appointed by the beneficiary in this manner are to be distributed, or retained in trust, pursuant to the dispositive provisions of this Trust Agreement that would apply if the general power of appointment were not granted to the beneficiary.

H. OVERALL OBJECTIVE OF SPECIAL GENERATION-SKIPPING PROVISIONS. All provisions of this Trust Agreement, except to the extent inconsistent with the marital deduction objectives, are to be construed to provide for or at least to permit divisions, distributions, and administration of trusts and other dispositions in a timely manner consistent with the Grantor's objective of efficiently using available generation-skipping exemptions and (to the extent possible) of establishing and maintaining only trusts (or substantially separate and independent shares) that have inclusion ratios either of zero or of one and are thus either entirely Exempt or entirely Nonexempt.

I. EFFECT OF REPEAL OF GENERATION-SKIPPING TRANSFER TAX. If the federal generation-skipping transfer tax under Chapter 13 of the Code has been repealed as of the date of establishment of any trust under this Trust Agreement, and if there is no corresponding or substitute transfer tax then in effect, then for the purposes of this Trust Agreement the entire trust is to be considered "Exempt." Similarly, if any trust under this Trust Agreement is divided into Exempt and Nonexempt Trusts pursuant to the preceding paragraphs, and if the federal generation-skipping transfer tax under Chapter 13 of the Code is thereafter repealed without the enactment of a corresponding or substitute transfer tax that is applicable to such trusts, then, unless otherwise provided in this Trust Agreement, the Nonexempt Trust is to be merged into the Exempt Trust, and both trusts are to thereafter be considered a single Exempt Trust for purposes of this Trust Agreement.

VII

TAX APPORTIONMENT

A. APPORTIONMENT ON DEATH OF GRANTOR. Except as otherwise specifically provided in this Trust Agreement or in the Grantor's Will, upon the death of the Grantor, all federal, state, and foreign estate, inheritance, death, or other transfer taxes (hereafter referred to collectively as "death taxes") resulting from the death of the Grantor that are attributable to any property that passes or has passed under this Trust Agreement or otherwise are to be apportioned as follows:

1. The death taxes attributable to any property that passes or has passed under this Trust Agreement or otherwise and that qualifies for the federal estate tax marital deduction are to be paid from and charged against the principal of the Decedent's Trust.

2. If the Executor of the Grantor's estate elects to qualify only a portion of the Marital Trust for the federal estate tax marital deduction, then the death taxes attributable to the Non-Qualified Marital Trust are to be paid from and charged against the "Nonexempt Portion" (as defined in article VI above) of the Non-Qualified Marital Trust, and if the death taxes exceed the Nonexempt Portion of the Non-Qualified Marital Trust, then the excess amount is to be paid from and charged against the "Exempt Portion" (as defined in article VI above) of the Non-Qualified Marital Trust.

3. The death taxes resulting from the death of the Grantor that are attributable to any other property that passes or has passed under this Trust Agreement are, in the case of an inheritance tax, to be paid by the person upon whom or from the property upon which the inheritance tax is specifically imposed, and, in the case of an estate, death, or other transfer tax (including generation-skipping transfer taxes), are to be apportioned in accordance with applicable state law.

B. APPORTIONMENT ON DEATH OF SURVIVING SPOUSE. Except as otherwise specifically provided in this Trust Agreement or in the Will of the Surviving Spouse, upon the death of the Surviving Spouse, all death taxes resulting from the death of the Surviving Spouse that are attributable to any property that passes or has passed under this Trust Agreement are to be apportioned as follows:

1. The death taxes attributable to the Marital Trust are to be paid from and charged against the Nonexempt Portion of the Marital Trust, and if the death taxes exceed the Nonexempt Portion of the Marital Trust, then the excess amount is to be paid from and charged against the Exempt Portion of the Marital Trust.

2. The death taxes resulting from the death of the Surviving Spouse that are attributable to any other property that passes or has passed under this Trust Agreement are, in the case of an inheritance tax, to be paid by the person upon whom or from the property upon which the inheritance tax is specifically imposed, and, in the case of an estate, death, or other transfer tax (including generation-skipping transfer taxes), are to be apportioned in accordance with applicable state law.

C. **APPORTIONMENT ON DEATHS OF OTHER BENEFICIARIES.** Except as otherwise specifically provided in this Trust Agreement or in the Will of any beneficiary (other than the Grantor) whose death taxes are affected by the assets of the trust estate, all death taxes resulting from the death of any beneficiary of the trust estate (other than the Grantor) that are attributable to any property that passes or has passed under this Trust Agreement are, in the case of an inheritance tax, to be paid by the person upon whom or from the property upon which the inheritance tax is specifically imposed, and, in the case of an estate, death, or other transfer tax (including generation-skipping transfer taxes), are to be apportioned in accordance with applicable state law.

D. **APPORTIONMENT OF TAX BENEFITS.** The death tax benefits of any credits, deductions, exclusions, exemptions, elections, and similar items are to be apportioned as follows:

1. The credit granted by Code Section 2001(b)(2) for gift taxes that were paid by an individual recipient of a taxable gift is to inure to the benefit of that recipient.

2. The credit granted by Code Section 2001(b)(2) for gift taxes that were not paid by an individual recipient, the applicable credit amount granted by Code Section 2010, the credit for gift taxes granted by Code Section 2012, the credit for property previously taxed granted by Code Section 2013 (but only to the extent attributable to property that cannot be identified specifically as includible in the estate), and any other credit the benefit of which is not allocated by subparagraph D.3. below because it is not possible to identify the property passing to a recipient that produces the credit are to inure to the benefit of all recipients of property includible in the estate for death tax purposes.

3. The benefit of any other credit is to inure to the recipient of the property that produces the credit. For example, (a) the recipient of property that generates a state death tax is to receive the benefit of the credit granted by Code Section 2011 with respect to payment of that tax, (b) the recipient of property subject to foreign death tax is to receive the benefit of the credit granted by Code Section 2014 with respect to the taxation of that property, and (c) the recipient of specifically identifiable property that is includible in the estate and that previously was taxed is to receive the benefit of any credit granted by Code Section 2013 with respect to that property.

4. Any reduction in tax attributable to an election under Code Section 2032A or any similar provision enacted in the future is to inure to the benefit of the qualified heir who receives the property that is the subject of the election. Any recapture tax, including interest and penalties thereon, resulting from the disposition or cessation of

qualified use of the property or any other event that causes a recapture tax is to be charged against and collected from the qualified heir who owns the property at the time of the event that results in the recapture tax.

5. Any reduction in tax attributable to property qualifying for the marital or charitable deduction is to inure to the benefit of the recipient of the property.

6. The benefit of any tax rate differential in computing a state death tax that is attributable to the relationship of the recipient to the transferor is to inure to the recipient.

7. The benefit of any deferral of death tax under Code Sections 6161, 6163, 6166, any corresponding provisions of state law, and any similar provisions enacted in the future is to inure to the recipient of the property that qualifies for the deferral and who assumes the deferred tax liability. The recipient is to be liable for the interest that accrues with respect to the deferred tax liability and for payment of the entire amount of the tax, together with accrued interest thereon, upon the occurrence of any event that accelerates the payment of the tax.

8. Any other tax benefit that is directly attributable to identifiable property is to inure to the recipient of the property that produces the tax benefit.

9. Any tax benefit attributable to a deductible expense that is charged directly to a beneficiary is to inure to that beneficiary. For example, any tax benefit attributable to interest expense deductible under Code Section 2053 that is paid by and charged to a beneficiary is to inure to that beneficiary.

E. **GOVERNING APPORTIONMENT LAW.** Except as otherwise provided in the preceding paragraphs, the amounts of death taxes attributable to the various portions of the trust estate that are described in the preceding paragraphs are to be determined in accordance with the principles of the Federal Estate Tax Apportionment Law as in effect in the State of Nevada on the date of execution of this Trust Agreement, and the amounts so determined are to be apportioned in the manner specified in those paragraphs. In addition, if there is no applicable state law governing the apportionment of any death taxes that are to be apportioned in accordance with applicable state law, then the death taxes are to be apportioned in accordance with the principles of the Federal Estate Tax Apportionment Law as in effect in the State of Nevada on the date of execution of this Trust Agreement. However, all references in the Federal Estate Tax Apportionment Law to "exemptions" and "deductions" are to be deemed to also include "exclusions."

F. INAPPLICABILITY OF CODE SECTIONS 2207A and 2207B. Code Section 2207A is not to govern the apportionment of federal estate taxes attributable to the Marital Trust. Code Section 2207B is to apply only to the extent that it is consistent with the express provisions of this article.

VIII

DEFINITIONS AND OPERATIVE RULES

A. DEFINITION OF TRUSTEE. As used in this Trust Agreement, the term "Trustee" refers to Samuel S. Jaksick, Jr., as Trustee, and to any successor Trustee or successor Co-Trustees who are named or appointed pursuant to paragraph A. of article IV or in an instrument exercising a power of appointment granted by this Trust Agreement. The successor in interest to a corporate Trustee is to replace its predecessor.

B. DEFINITION OF EDUCATION. Whenever any provision is made in this Trust Agreement for payments for the "education" of a beneficiary, the term "education" is to be construed to include public or private elementary and secondary education, including formal or informal instruction or training in music, drama, art, athletics, and other subjects conducted either before or after the regular school day, vocational training, special training for the mentally or physically handicapped, and undergraduate, graduate, and post-graduate study, so long as pursued to advantage by the beneficiary, at an institution of the beneficiary's choice; and the payments to be made for such education are to include tuition and fees, books, supplies, tutors, and reasonable living and travel expenses.

C. POWERS OF APPOINTMENT. Except as otherwise specifically provided in the Trust Agreement, the holder of any power of appointment (general or special) that is granted pursuant to the terms of the Trust Agreement may appoint outright or in trust, in present or future interests, or in any combination of these, and may impose any terms, conditions, and restrictions with respect to the appointed property. Each power of appointment (both general and special) also includes the power of the holder to grant new powers of appointment (general or special) to or in favor of any of the objects of the power. Except as otherwise specifically provided in the instrument exercising the power of appointment, any distributions from the trust pursuant to the exercise of the power are to be charged against the trust as a whole, rather than against the ultimate distributive share of the beneficiary to whom or for whose benefit the distribution is made. In the case of special powers of appointment, if the holder of the power is legally obligated to support, educate, and maintain any of the objects of the power, then the holder of the power may not exercise the power in such a manner as to discharge that legal obligation, from time

to time existing. If two (2) or more instruments purport to exercise the same power of appointment in an inconsistent or conflicting manner, then the last validly executed instrument is to control.

If all of the holders of any power of appointment granted by this Trust Agreement should die or become incapacitated, then the power of appointment is to lapse unless, in the case of incapacity, one or more of the holders of the power regain capacity, or if the Trust Agreement authorizes the appointment of successor holders of the power, a successor holder of the power is appointed.

D. DETERMINATION OF INCAPACITY. For the purposes of this Trust Agreement, a person is to be considered to be incapacitated or incompetent if either (1) the person at any time, as certified in writing by two (2) licensed physicians, becomes physically or mentally incapacitated such that the person is unable to manage the person's financial affairs, whether or not a court of competent jurisdiction has declared the person to be incompetent, mentally ill, or in need of a conservator or guardian of the estate, or (2) a court of competent jurisdiction has declared the person to be incompetent, mentally ill, or in need of a conservator or guardian of the estate. However, in the event of a certification under clause (1) above, the person is to have the right to petition a court for a determination that no incapacity exists. The person is to be considered to have regained capacity or competence as soon as either (1) the condition causing the physical or mental incapacity no longer exists, as certified in writing by two (2) licensed physicians, who need not be the same two physicians who previously certified that the person had become physically or mentally incapacitated, or (2) a court of competent jurisdiction has declared that the person is no longer incompetent, mentally ill, or in need of a conservator or guardian of the estate. By accepting his or her appointment as the Trustee or as a Co-Trustee under this Trust Agreement, the person (specifically including, but not limited to, the Grantor) agrees that the person's physicians may release to the Grantor, any beneficiary of the trust estate (or to the beneficiary's attorney, guardian or conservator of the beneficiary's estate, or the beneficiary's attorney-in-fact under a valid and enforceable power of attorney), or to any person or entity named as a successor Trustee any medical information reasonably necessary to determine the person's competency pursuant to this paragraph D., and the physicians are authorized to issue the written certifications described above if they conclude that the Trustee or Co-Trustee has become incapacitated. The person's appointment as the Trustee or as a Co-Trustee may be made contingent upon his or her execution of any written releases reasonably required to ensure the enforceability of the authorization described in the preceding sentence under applicable federal or state law, and the authorization is to remain in effect for as long as the person serves as Trustee or as a Co-Trustee.

E. **NINETY (90) DAY SURVIVORSHIP REQUIREMENT.** If any beneficiary under this Trust Agreement to whom or for whose benefit a distribution or allocation from the trust estate (either outright or in trust) is to be made upon the death of another person fails to survive that other person for 90 days, then the beneficiary is to be conclusively deemed to have predeceased the other person.

F. **LIMITATION ON TRUSTEE'S DISCRETIONARY POWERS.** If the Trustee is legally obligated, in the Trustee's individual capacity, to support, educate, and maintain any of the beneficiaries of any trust being administered under this Trust Agreement, then the Trustee may not exercise any of the Trustee's discretionary powers, as Trustee, in such a manner as to discharge that legal obligation, from time to time existing.

G. **DEFINITION OF ISSUE AND CHILDREN.** As used in this Trust Agreement, the term "issue" refers to lineal descendants of all degrees. The terms "child," "children," "issue," "descendants," and other class terminology in this Trust Agreement include claimants whose membership in the class is based on birth out of wedlock or adoption, provided the person so born or adopted lived for a significant time during minority (before or after adoption, in the case of adoption) as a member of the household of the relevant natural or adoptive parent or the household of that parent's parent, brother, sister, or surviving spouse. The rights of a person who would be included in a class gift on this basis, or on the basis of birth in wedlock, are not affected by subsequent adoption of that person (or of one through whom he or she claims) by another, whether within or outside the family.

H. **DISTRIBUTION BY RIGHT OF REPRESENTATION.** Unless otherwise specified in this Trust Agreement, distribution or allocation to or among "issue by right of representation" is to be made by dividing the property into as many equal shares as there are (1) living descendants of the designated ancestor in the generation nearest to the ancestor in which there are one (1) or more descendants living at that time and (2) descendants of the designated ancestor in that same generation who are then deceased who leave one (1) or more descendants then living. One (1) such equal share is to then be distributed or allocated to each living descendant in that generation, and one (1) such equal share is to be distributed or allocated in the same manner among the then living descendants of each deceased descendant in that generation.

I. **DEFINITION OF SURVIVING SPOUSE.** As used in this Trust Agreement, the term "surviving spouse" means the person who was the legally married spouse of the other designated individual at the time of the death of the other individual, if (1) the spouse was then living and (2) the spouse and the other individual had not been living separate

and apart from each other as a result of marital disharmony for more than 30 days immediately preceding the death of the other individual. An individual who qualifies as a "surviving spouse" under this definition is to retain that status even if he or she subsequently remarries.

J. NAMES OF TRUSTS. The trust created during the lifetime of the Grantor pursuant to the terms of this Trust Agreement is to be referred to as the Samuel S. Jaksick, Jr. Family Trust. Each separate trust created under the terms of this Trust Agreement following the death of the Grantor, if the Grantor is survived by the Surviving Spouse, is to be referred to by the designation specified in paragraph B. of article II, e.g., "The Marital Trust under the Samuel S. Jaksick, Jr. Family Trust Agreement (As Restated)." Each other separate trust created under the terms of this Trust Agreement following the death of either the Grantor or the Surviving Spouse may be referred to by the name of the primary beneficiary of the trust, if there is a primary beneficiary, or by the name of any ancestor of the beneficiaries of the trust, as determined by the Trustee, in the Trustee's discretion, if there is no primary beneficiary of the trust.

K. SPENDTHRIFT PROVISION. No interest in the principal or income of any trust or share created under this Trust Agreement may be anticipated, assigned, or encumbered by any beneficiary, or subjected to any creditor's claim or to legal process, prior to its actual receipt by the beneficiary.

L. PERPETUITIES SAVINGS CLAUSE. Unless sooner terminated in accordance with other provisions of this Trust Agreement, all trusts or shares created under this Trust Agreement (or by the exercise of a power of appointment granted by this Trust Agreement, other than an appointed trust in which some or all of the appointed interests are allowed a new perpetuities period because of a new power of appointment or power of withdrawal conferred by the exercise of the original power) must terminate at the expiration of the longest period allowed for the vesting or termination of all interests in the trusts or shares under the "Rule Against Perpetuities" (if any) in effect from time to time in the state specified in paragraph M. below. If the longest period allowed for the vesting or termination of all interests is measured with reference to the last survivor of a group of individuals who are living on the date the trust or share is created or the date on which it becomes irrevocable, then the group is to consist of all of the issue of the Grantor who are living on the measuring date. Upon termination, the principal and undistributed income of a terminated trust or share are to be distributed to the then trust beneficiaries, both income beneficiaries and then living remaindermen. The identities of the remaindermen are to be determined as if the event that would otherwise cause the final distribution of the trust, such as the attainment by the income beneficiary of a specified age or the death of the last

living income beneficiary, had then occurred. Except as otherwise specifically provided in this Trust Agreement, distribution among the income beneficiaries and remaindermen is to be in accordance with sound actuarial principles.

M. **CHOICE OF LAW.** The validity of this Trust Agreement and the construction of its beneficial provisions are to be governed by the laws of the State of Nevada as in effect from time to time. This paragraph is to apply regardless of any change of residence of the Trustee or of any beneficiary, the appointment or substitution of a Trustee residing or doing business in another state, or any change in the situs of a trust pursuant to paragraph N. below.

N. **SITUS OF TRUSTS.** The Trustee may remove trust assets from the State of Nevada and change the place of administration and situs of any trust being administered under this Trust Agreement to other locations if the Trustee considers the change to be advisable and in the best interests of the trust estate and its beneficiaries.

O. **INCONTESTABILITY.** If any beneficiary under this Trust Agreement, singularly or in conjunction with any other person, contests in any court the validity of this Trust Agreement or of the Will of the Grantor, or seeks to obtain an adjudication in any proceeding in any court that this Trust Agreement or any of its provisions or that such Will or any of its provisions are void, or seeks otherwise to void, nullify, or set aside this Trust Agreement or any of its provisions, then the right of the beneficiary to take any interest given to the beneficiary under this Trust Agreement is to be determined as it would have been determined had the beneficiary died prior to the date of execution of this Trust Agreement.

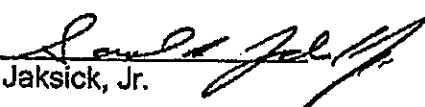
The Trustee is hereby authorized to defend, at the expense of the trust estate, any contest of or other attack of any nature on the trust estate or any of the provisions of this Trust Agreement.

P. **SEVERABILITY.** Every provision of this Trust Agreement is intended to be severable. Accordingly, if any provision hereof is declared to be illegal or invalid for any reason whatsoever, then such illegality or invalidity is not to affect the other provisions, all of which are to remain binding and enforceable.

Q. **GENDER AND NUMBER CLAUSE.** As used in this Trust Agreement, the masculine, feminine, or neuter gender, and the singular or plural number, are to each be considered to include the others whenever the context so indicates.

R. SIMULTANEOUS DEATH PRESUMPTION. If Samuel S. Jaksick, Jr. and Janene Barger should die simultaneously, or under such circumstances as to render it difficult or impossible to determine who predeceased the other, then Janene Barger is to be conclusively presumed to have survived Samuel S. Jaksick, Jr. for purposes of this Trust Agreement.

EXECUTED at Reno, Nevada, on 6/27, 2006.


Samuel S. Jaksick, Jr.

4005 Quail Rock Lane
Reno, Nevada 89511

GRANTOR AND TRUSTEE

Approved:

Maupin, Cox & LeGoy

By 

L. Robert LeGoy, Jr., Esq.

4785 Caughlin Parkway
P. O. Box 30000
Reno, Nevada 89520
(775) 827-2000

ATTORNEYS FOR THE GRANTOR

STATE OF NEVADA)

COUNTY OF WASHOE)

The Samuel S. Jaksick, Jr. Family Trust Agreement (As Restated) was
acknowledged before me on June 29, 2006, by Samuel S. Jaksick, Jr.


Notary Public

SCHEDULE A

PROPERTY INITIALLY CONVEYED TO SAMUEL S. JAKSICK, JR., TRUSTEE OF THE SAMUEL S. JAKSICK, JR. FAMILY TRUST

I. Real Property

A. All that real property located at:

1011 Lakeshore Blvd.
Incline Village, NV 89451
APN: 130-230-34

II. Personal Property

A. All of the bank accounts, savings accounts, investment accounts, brokerage accounts, time certificates, and all other cash, securities and/or investments of Settlor.

B. All right, title and ownership interest of the Settlor in any corporation, general or limited partnership, limited liability company, or any other entity, whether closely held or publicly traded, including, but not limited to, the following:

1. Juniper Trails Development Co.;
2. Pioneer Group, Inc.;
3. Pioneer Associates Limited Liability Company;
4. Montreux Unit 3 Association;
5. Saddlehorn Development Co.;
6. Lakecrest Realty, Inc.;
7. Lake-Ridge;
8. White Pine Lumber Co.;
9. Toiyabe Investment Co.;
10. Basecamp LLC, a Nevada limited-liability company;
11. Montreux South 51 L.L.C.;
12. Montreux Development Group, Inc.;
13. Montreux Golf & Country Club, Inc.;
14. Duck Lake Ranch, L.L.C.;
15. SJ Ranch, LLC;
16. Bright-Holland Co.;
17. Lakeridge Golf Course Ltd.;
18. Montreux Golf Club Ltd.;
19. Great Western Helicopters, Inc.;
20. Jaksick Family Partnership, Limited Partnership;
21. Montreux West 40 L.L.C.;
22. SJ Ranch Property Owners Association;
23. Southeast SJ Ranch Property Owners Association;
24. Montreux-South 80, a Nevada joint venture;
25. Jackrabbit Properties, LLC;
26. BBB Investments, LLC, a Nevada limited-liability company;
27. Home Camp Land and Livestock Co., Inc.;
28. Pronghorn, LLC;
29. Buckhorn Land and Livestock, LLC
30. Washoe Winds, LLC, a Nevada limited-liability company;
31. Locnavar, LLC;
32. SST Westridge, LLC;
33. California Bighorn, LLC;

EXHIBIT 2

EXHIBIT 2

EXHIBIT 2

ORIGINAL

**SECOND AMENDMENT TO THE
SAMUEL S. JAKSICK, JR. FAMILY TRUST AGREEMENT
RESTATED PURSUANT TO THE THIRD AMENDMENT DATED JUNE 29, 2006**

On December 10, 2012, Samuel S. Jaksick, Jr. declares that this is his Second Amendment to the Samuel S. Jaksick, Jr. Family Trust Agreement (Restated) dated June 29, 2006. The Trust is amended as follows:

RECITALS

A. WHEREAS, on or about December 4, 2003, Samuel S. Jaksick, Jr., as Settlor and Trustee entered into the Samuel S. Jaksick, Jr. Family Trust Agreement ("Family Trust Agreement").

B. WHEREAS, on or about February 27, 2004, Samuel S. Jaksick, Jr., executed the First Amendment to the Family Trust Agreement.

C. WHEREAS, on or about May 25, 2004, Samuel S. Jaksick, Jr., entered into the Second Amendment to the Family Trust Agreement.

D. WHEREAS, on or about November 30, 2005, Samuel S. Jaksick, Jr., entered into the Third Amendment and completely restated the Family Trust Agreement.

E. WHEREAS, on or about June 29, 2006, Samuel S. Jaksick, Jr., entered into the Samuel S. Jaksick, Jr. Restated Family Trust amending and restating his trust in its entirety ("Restated Family Trust").

F. WHEREAS, on or about May 14, 2011, Samuel S. Jaksick, Jr., entered into the Fourth Amendment to the Restated Family Trust dated June 29, 2006. This Fourth Amendment should have been designated as the First Amendment ("First Amendment"). First Amendment is terminated in its entirety.

F. WHEREAS, Samuel S. Jaksick, Jr., now desires terminate and replace in its entirety the First Amendment and enter into this Second Amendment to the Restated Family Trust Agreement.

NOW THEREFORE, Samuel S. Jaksick, Jr., amends the Restated Family Trust Agreement as follows:

1. **Authority to Amend Trust.** Article III B provides that the Settlor reserves the right at anytime during his lifetime to amend the Restated Family Trust Agreement in whole or in part without the consent of the Trustee or any beneficiary provided the Settlor delivers a written instrument to that effect to the Trustee and the amendment does not substantially increase the Trustee's duties or liabilities or the Trustee's compensation. This Second Amendment does not substantially increase the Trustee duties or liabilities or affect the Trustee's compensation. Pursuant to Article III B, Samuel S. Jaksick, Jr., replaces and eliminates the First Amendment dated May 14, 2011, in its entirety with this Second Amendment to the Restated Family Trust Agreement.

2. **Trustees.** Article IV A, provides Samuel S. Jaksick, Jr. is both the Settlor and Trustee of all the trusts created by or to be created pursuant to the Restated Family Trust Agreement. Article IV A also provides that Stanley S. Jaksick, Jr., Todd B. Jaksick and Ray Benetti shall serve as co-trustees in the event the Settlor is unwilling or unable for whatever reason to serve as Trustee. Article IV A is amended to replace Ray Benetti with Kevin Riley to serve with Stanley S. Jaksick and Todd B. Jaksick as co-trustees.

In the event Kevin Riley, Stanley S. Jaksick, Jr., or Todd Jaksick becomes unwilling or unable, for whatever reason, to serve as a co-trustee, then the remaining two of them or anyone of them shall thereafter serve as co-trustees. Article IV A is also amended to provide if for any reason Stanley S. Jaksick, Todd Bruce Jaksick, or Kevin Riley fails to qualify or ceases to act as a co-trustee, then Todd Bruce Jaksick may appoint one (1) other person or entity to serve as co-trustee with the remaining two co-trustees as provided herein. If Todd Bruce Jaksick should, for any reason, be unable or unwilling to appoint a co-trustee or co-trustees to serve pursuant to the preceding sentence, then Stanley S. Jaksick may appoint one (1) or more other persons or entities to serve as co-trustee or as co-trustees with the remaining co-trustees pursuant to the preceding sentence. Todd Bruce Jaksick also has, in his sole discretion, the right and power to remove any co-trustee, successor trustee or a successor co-trustee named or otherwise appointed pursuant to Article IV A and Todd Bruce Jaksick may appoint one (1) or more other persons or entities to serve as replacement co-trustee, successor trustee, or successor co-trustee as the case may be. If Todd Bruce Jaksick should, for any reason, be unable or unwilling to remove any co-trustee, successor trustee or successor co-trustee pursuant to Article IV A, then Stanley S. Jaksick may, in his sole discretion, remove any co-trustee, successor trustee or successor co-trustee named or otherwise appointed pursuant to Article IV A and Stanley S. Jaksick may appoint one (1) or more other persons or entities to serve as the co-trustee, successor trustee, or successor co-trustee as the case may be. The power granted to Todd Bruce Jaksick and Stanley S. Jaksick to remove any replacement co-trustee, successor trustee, or successor co-trustee as set forth in Article IV A may not be used to remove either Samuel S. Jaksick, Jr., Todd Bruce Jaksick or Stanley S. Jaksick as the case may be, as trustee, co-trustee, successor trustee or successor co-trustee as the case may be. Anyone of these three (3) co-trustees designated herein may act on behalf of the Trust including, without limitation, executing checks and other documents on behalf of the Restated Family Trust.

The Settlor hereby amends Article IV A to eliminate Nevada State Bank as a successor trustee or co-trustee. Settlor further amends the Restated Family Trust Agreement to provide that if any of the named trustees, co-trustees or successor trustees namely Todd Bruce Jaksick, Stanley S. Jaksick, and Kevin Riley and for any reason is unable or unwilling to serve in such capacity, then as long as there are at least two (2) co-trustees and one is either Todd Bruce Jaksick or Stanley S. Jaksick, then a third co-trustee is not required to be appointed herein. It is the Settlor's desire that there be three (3) co-trustees as provided herein, however, if this is not possible, then the Settlor amends the trust to allow only two (2) co-trustees provided one of the co-trustees is Todd Bruce Jaksick or Stanley S. Jaksick. To that end, the right to remove trustee held by Todd Bruce Jaksick and Stanley S. Jaksick as provided herein shall remain in full force and effect provided Todd Bruce Jaksick and Stanley S. Jaksick are the co-trustees, successor trustees and successor co-trustees. Either one (as the case may be), must appoint an additional co-trustee, successor trustee or successor co-trustee so there are at least two (2) co-trustees serving with either Todd Bruce Jaksick or Stanley S. Jaksick if the other is for any reason unable or unwilling to serve in such capacity. Except as otherwise amended, the terms of Article IV A shall remain in full force and effect, including Todd Bruce Jaksick and Stanley S. Jaksick's right to remove the trustee. All other provisions of Section IV will remain the same.

3. **Distributions to Children and Grandchildren.** The Restated Family Trust in Article II B (Grantor Survived by His Spouse) and Article II E (Grantor Is Not Survived by His Spouse), provides that upon the Settlor's death, certain subtrusts will be established and the Settlor's trust estate will be divided equally amongst the Settlor's children namely, Stanley Jaksick, Todd Jaksick and Wendy Ann Jaksick Smrt. Settlor desires to amend the Restated Family Trust Agreement to make a specific gift to Stanley Jaksick of Toiyabe Investment Co. stock, and in addition, a specific gift to each Todd B. Jaksick and Stanley S. Jaksick of Pioneer Group, Inc. stock so each will qualify for an unlimited gaming license. Settlor also amends the subtrusts for Settlor's children, Todd, Stan and Wendy Ann Jaksick Smrt and

Settlor's grandchildren as provided below.

3.1 Specific Gifts. On the death of the Settlor prior to the Trustee dividing up the Settlor's trust estate as provided in the Restated Family Trust, the Trust estate shall be distributed as soon as possible as a specific gift as follows: (1) provided the Settlor has not previously gifted more than forty percent (40%) of his membership interest in Toiyabe Investment Co., to Stanley Jaksick, the Settlor makes a specific gift of a ten percent (10%) interest in Toiyabe Investment Co.; and (2) provided Settlor has not previously gifted at least six percent (6%) of the total stock interest in Pioneer Group, Inc. dba Bronco Billy's (the "Company"), to each of his sons, Settlor makes a specific gift of such stock to each of his sons Stanley S. Jaksick and Todd B. Jaksick in an amount (at least equal to six percent (6%) of stock in the entire Company) in order for each to qualify for an unlimited gaming license. The balance of the stock will remain in the Trust to be divided equally amongst the Settlor's children in trust. The intent of the Settlor is to make a gift of six percent (6%) of such stock in the entire Company for his sons to immediately qualify for an unlimited gaming license in the Company. Finally, Settlor amends the Trust to eliminate those provisions with respect to the Lake Tahoe home because of its existing option and pending sale. Should the Lake Tahoe home be sold prior to Settlor's death, the Trust provisions with respect to the Lake Tahoe home shall no longer apply.

3.2 Wendy Ann Jaksick Smrt Life Estate. The Trustee shall distribute from Wendy Ann Jaksick Smrt's one-third (1/3) share of the trust estate (a) twenty percent (20%) to the Settlor's Irrevocable Grandchild Trust No. 2 for the benefit of Luke Jaksick and (b) One Hundred Thousand Dollars (\$100,000.00) to the Settlor's Irrevocable Grandchild Trust No. 3 for the benefit of Alexi Smrt. Thereafter, the balance of said trust estate (Marital Trust and/or the Decedent's Trust) for the benefit of Wendy Ann Jaksick Smrt shall not be distributed outright, but shall be retained in trust for her lifetime, including any additions made by way of a will, life insurance policy, pension plan, or other source by reason of the Settlor's death as provided in the Restated Family Trust to be held and administered in trust. The income and principal thereof may be distributed to Wendy Ann Jaksick Smrt after taking into consideration, in the Trustee's discretion, any other income or resources of Wendy Ann Jaksick Smrt known to the Trustee and reasonably available for these purposes and also taking into account other relative factors, including but not limited to tax considerations of the trust and the beneficiaries, as well as the size of the trust estate in relation to the probable future needs of the beneficiary during the continuation of the Trust. Any net income not distributed shall be accumulated and added to principal for her proper support, health, care and maintenance. During Wendy Ann Jaksick Smrt's lifetime, the Trustee, in addition to such distributions to Wendy Ann Jaksick Smrt, may distribute as much of the net income and principal of Wendy Ann Jaksick Smrt's trust estate share to Luke Jaksick and/or Alexi Smrt as the Trustee, in the Trustee's discretion deems necessary for the proper support, health, maintenance, and education of such child. In the event Luke Jaksick does not survive the Settlor, Luke Jaksick's twenty 20% share shall remain in trust for the benefit of Wendy Ann Jaksick Smrt during her lifetime and distributed as provided herein.

3.2.1 The Restated Family Trust Agreement provides, in part, in the event the Settlor is survived by his spouse, the balance of the Trust (or trusts as applicable) as provided in the Trust shall be divided into three (3) equal shares for the benefit of the Settlor's children. In addition, in the event the Settlor is not survived by his spouse, on the death of Settlor, the remaining balance of the trust estate shall be divided into three (3) equal shares for the benefit of the Settlor's children. The Settlor wishes to amend his Trust with respect to the equal share for Wendy Ann Jaksick Smrt if she is then living and if she is not living, to the living children of Wendy Ann Jaksick Smrt by right of representation pursuant to **Articles II B4 and II C3(b)(iii) and II E5(d)**. In addition, **Articles II E5(d) and IV D4(d)** provide Wendy Ann Jaksick Smrt will receive an reduction with respect to her one-third share as more particularly provided in **Article II Section D4(d) and E5(d)**. Settlor wishes to delete the adjustment or reduction in Wendy Ann Jaksick Smrt's share in the sum of One Million Five Hundred Dollar (\$1,500,000.00) as previously provided in the Trust. It is also the Settlor's

intent that the Trust for the benefit for his children shall remain the same, but is amended for purposes of providing Wendy Ann Jaksick Smrt's share will remain in trust for her lifetime if she survives the Settlor and the Trustee has the authority to also distribute from her share of the Trust during her lifetime, income and/or principal to Luke Jaksick and Alexi Smrt for their proper health, education, support and maintenance in accordance with Article II F. In addition, upon the death of Wendy Ann Jaksick Smrt, the balance of her trust estate shall be distributed for the benefit of her children Luke Jaksick and Alexi Smrt as more particularly provided in this Section 3.2.2.

3.2.2 Distribution to Living Children of Wendy Ann Jaksick Smrt. If Wendy Ann Jaksick Smrt either fails to survive the Settlor or if she survives Settlor, then upon Wendy Ann Jaksick Smrt's death, the Trustee shall allocate Wendy Ann Jaksick Smrt's share of the Trust Estate for the then living children of the Wendy Ann Jaksick Smrt and shall retain in trust or distribute the undistributed balance of her share, including undistributed or accrued income as follows: (a) seventy percent (70%) to Luke Jaksick, and (b) thirty percent (30%) to Alexi Smrt.

3.2.2.1 Current Income and Principal Distributions. The trustee shall pay to or apply for the benefit of Wendy Ann Jaksick Smrt's living children during their lifetime as much of the net income and principal of the trust as the trustee in the trustee's discretion shall deem necessary for the proper support, health, maintenance and education of the child, after taking into consideration, in the trustee's discretion, any other income or resources of such child, known to the trustee and reasonably available for these purposes and also taking into account other relative factors, including but not limited to tax considerations of the trust and the beneficiaries, as well as the size of the trust estate in relation to the probable future needs of the beneficiary during continuation of the Trust. Any net income not distributed shall be accumulated and added to principal. In exercising discretion granted by this Section, the trustee may pay more to or apply more of the Trust Estate for certain beneficiaries than others and may make payments to or the application of benefits for one or more beneficiaries to the exclusion of others. Any payment or application of benefits pursuant to this Section may be charged against the Trust as a whole, rather than against the ultimate distributive share of the beneficiary to whom or for whose benefit the payments are made.

3.2.2.2 Principal Distributions Based on Age. The trustee shall distribute a portion of the Wendy Ann Jaksick Smrt trust estate then remaining to Wendy Ann Jaksick Smrt's living children as follows: (a) when Luke Jaksick attains the age of thirty-five (35), the Trustee shall distribute to such beneficiary only one-half ($\frac{1}{2}$) of Luke Jaksick's seventy percent (70%) share of trust estate and upon the age of forty (40), the remaining balance of the Luke Jaksick trust estate of the Wendy Ann Jaksick Smrt Trust, including accrued interest thereon; and (b) when Alexi Smrt attains the age of thirty-five (35), the Trustee shall distribute to such beneficiary one-half ($\frac{1}{2}$) of the trust estate and at the age of forty (40), the balance of her twenty percent (20%) share of the trust estate, including accrued income thereon from the Wendy Ann Jaksick Smrt share of the Estate Trust.

3.2.2.3 All Children Over the Age of Forty. If at the time of Wendy Ann Jaksick Smrt's death, all of the living children of Wendy Ann Jaksick Smrt are over the age of forty (40), Wendy Ann Jaksick Smrt share of the Trust Estate shall thereupon be distributed, free of trust, to Wendy Ann Jaksick Smrt's living children as follows: (a) seventy percent (70%) to Luke Jaksick, and (b) thirty percent (30%) to Alexi Smrt.

3.2.2.4 Child's Death Prior to Final Distribution. If Luke Jaksick dies before becoming entitled to receive an outright distribution from the Trust, the undistributed balance of Luke Jaksick's share shall be retained in Trust for the benefit of the then living children of Luke Jaksick, if any, until said child

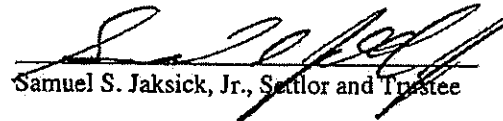
reaches the age of forty (40) years old at which time their share will be distributed outright and free of trust. In the event Luke Jaksick dies before receiving an outright distribution in as provided herein and Luke Jaksick leaves no children surviving, then Luke Jaksick's share shall be distributed to Stanley S. Jaksick and Todd B. Jaksick as more particularly provided in **Article IV E5C** and **Article II D4(c)** of the Restated Family Trust. In the event Alexi Smrt dies before becoming entitled to receive an outright distribution from Wendy Ann Jaksick Smrt's share of the trust, her undistributed balance shall be distributed to Luke Jaksick if Luke Jaksick survives Alexi Smrt and if Luke Jaksick does not survive Alexi Smrt, but leaves living children, then to Luke Jaksick's living children equally and if there are no surviving children of Luke Jaksick at the time of such distribution, then Alexi Smrt's share of Wendy Ann Jaksick Smrt's share of the trust estate shall be distributed to Todd Bruce Jaksick and Stanley S. Jaksick as more particularly provided herein. If Wendy Ann Jaksick Smrt at the time of her death does not have any living children entitled to receive a distribution hereunder, the balance of the Trust then remaining, including accrued income, shall be distributed to the Settlor's then living children namely Todd B. Jaksick and Stanley S. Jaksick outright and free of trust and if anyone of them fails to survive at the time of this distribution, their share shall be distributed to their living children as provided in the Restated Family Trust **Article II F**. In the event Luke Jaksick does not have children, his share shall be distributed equally to Todd B. Jaksick and Stanley S. Jaksick. In the event either Todd Jaksick or Stanley S. Jaksick fails to survive, the distribution shall be made to the survivor of either of them and if both do not survive, then equally to their surviving children by right of representation.

3.3 TBJ SC Trust, Todd B. Jaksick and Stanley S. Jaksick. With respect to Todd B. Jaksick and Stanley S. Jaksick's share of the Settlor's trust estate, prior to distributing their respective equal share of the trust estate as provided therein, Two Hundred Thousand Dollars (\$200,000.00) in cash shall be distributed from Todd B. Jaksick's share of the trust estate prior to Todd B. Jaksick receiving his share of Settlor's trust estate and said funds shall be delivered to the Trustee of the Settlor's educational trust for Settlor's grandchildren Benjamin Jaksick and Amanda Jaksick Educational Trust No. 1 to be administered and distributed in accordance with those trust terms. Similarly, prior to Stanley S. Jaksick receiving his share of the Settlor's trust estate herein, Three Hundred Thousand Dollars (\$300,000.00) cash shall be delivered to the Trustee of the Settlor's Educational Trust No. 4 for Stanley S. Jaksick's children namely Regan Jaksick, Sydney Jaksick, and Sawyer Jaksick to be administered and distributed in accordance with the terms of said educational trust. After said funds are distributed to the respective educational trusts as provided herein, the Trustee of the Settlor's trust estate may then distribute Todd B. Jaksick's share and Stanley S. Jaksick's share of the Settlor's trust estate as provided in the Restated Family Trust. Settlor also gifts the unpaid balance of his note receivable from TBJ SC Trust to TBJ SC Trust to be offset against Todd B. Jaksick's one-third (1/3) share.

4. Affirmation of Trust. Except for the terms of this Second Amendment, Settlor reaffirms the Restated Family Trust Agreement and such terms, except as otherwise amended herein, shall remain in full force and effect.

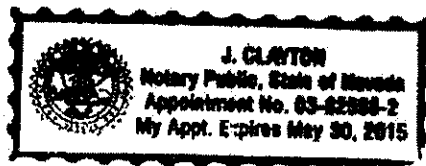
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The undersigned Settlor executed the Second Amendment to the Samuel S. Jaksick, Jr. Family Trust Agreement on December 10, 2012.


Samuel S. Jaksick, Jr., Settlor and Trustee

State of Nevada,)
) ss.
County of Washoe.)

On this 10th day of December, 2012, personally appeared before me, a Notary Public, Samuel S. Jaksick, Jr., known to me or proven to me to be the person whose name is subscribed to the foregoing Fourth Amendment, who acknowledged to me that he executed the same.




Notary Public

EXHIBIT 3

EXHIBIT 3

EXHIBIT 3

STATE OF NEVADA
CERTIFICATION OF VITAL RECORD

WASHOE COUNTY HEALTH DISTRICT

VITAL STATISTICS - RENO, NEVADA

CERTIFICATE OF DEATH

2013009551

STATE FILE NUMBER

TYPE OR
PRINT IN
PERMANENT
BLACK INK

DECEDENT

IF DEATH
OCCURRED IN
INSTITUTION
SEE HANDBOOK
REGARDING
COMPLETION OF
RESIDENCE
ITEMS

PARENTS

DISPOSITION

TRADE CALL

CERTIFIER

REGISTRAR

**CAUSE OF
DEATH**

CONDITIONS IF
ANY WHICH
GAVE RISE TO
IMMEDIATE
CAUSE
STATING THE
UNDERLYING
CAUSE LAST

1a. DECEASED NAME (FIRST, MIDDLE, LAST, SUFFIX) Samuel S. JAKSICK JR		2. DATE OF DEATH (Mo/Day/Year) April 21, 2013		3a. COUNTY OF DEATH Washoe	
3b. CITY, TOWN, OR LOCATION OF DEATH Incline Village		3c. HOSPITAL OR OTHER INSTITUTION (Name if not other, give street and number) Lake Tahoe near Incline Village		3d. If Hosp. or Inst. indicate DOA, CP, or other Rm. (Indicate if Special) Dead On Arrival (DOA)	
4. RACE White		5. HISPANIC ORIGIN? Specify No - Non-Hispanic		7a. AGE (Last birthday (Years)) 75	
6a. STATE OF BIRTH (If not U.S.A., name country) Nevada		6b. CITIZEN OF WHAT COUNTRY United States		7b. UNDER 1 YEAR MO. DAYS 75	
7. DATE OF BIRTH (Mo/Day/Year) June 27, 1937		8. SEX Male		11. MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify) Married	
9a. SOCIAL SECURITY NUMBER		10. EDUCATION 16		12. SURVIVING SPOUSE (If wife, give maiden name) Janene BARGER	
13. USUAL OCCUPATION (Give Kind of Work Done During Most of Working Life, Even if Retired) Developer		14a. KIND OF BUSINESS OR INDUSTRY Real Estate		14b. Ever in US Armed Forces?	
15a. RESIDENCE - STATE Nevada		15b. COUNTY Washoe		15c. CITY, TOWN OR LOCATION Incline Village	
15d. STREET AND NUMBER 1011 Lakeshore Drive		15e. BRIDGE CITY LIMITS (Specify Yes or No) Yes			
16. FATHER/PARENT NAME (First Middle Last Suffix) Samuel S JAKSICK SR			17. MOTHER/PARENT NAME (First Middle Last Suffix) Thelma M SHORT		
18a. INFORMANT NAME (Type or Print) Janene JAKSICK			18b. MAILING ADDRESS (Street or R.F.D. No, City or Town, State, Zip) 4005 Quail Rock Lane Reno, Nevada 89511		
19a. BURIAL, CREMATION, REMOVAL, OTHER (Specify) Cremation		19b. CEMETERY OR CREMATORY NAME Sierra Crematory		19c. LOCATION City or Town State Reno Nevada 89503	
20a. FUNERAL DIRECTOR - SIGNATURE (Or Person Acting as Such) BLAKE HOWE SIGNATURE AUTHENTICATED		20b. FUNERAL DIRECTOR LICENSE 622		20c. NAME AND ADDRESS OF FACILITY Walton's Funeral Home, Reno 875 West Second St Reno NV 89503	
TRADE CALL - NAME AND ADDRESS					
21a. To the best of my knowledge, death occurred at the time, date and place and due to the cause(s) stated. (Signature & Title) Piotr Kubiczek M.D. SIGNATURE AUTHENTICATED		22a. On the basis of examination and/or investigation, in my opinion, death occurred at the time, date and place and due to the cause(s) stated. (Signature & Title) Piotr Kubiczek M.D. SIGNATURE AUTHENTICATED			
21b. DATE SIGNED (Mo/Day/Year) June 07, 2013		21c. HOUR OF DEATH 16:45		22b. DATE SIGNED (Mo/Day/Year) April 21, 2013	
21d. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print)		22c. HOUR OF DEATH 16:45		22d. PRONOUNCED DEAD (Mo/Day/Year) April 21, 2013	
22a. NAME AND ADDRESS OF CERTIFIER (PHYSICIAN, ATTENDING PHYSICIAN, MEDICAL EXAMINER, OR CORONER) (Type or Print) Piotr Kubiczek M.D. 10 Kirman Ave Reno, NV 89520		22b. LICENSE NUMBER 11610			
23a. REGISTRAR (Signature) BRIDGES SANDI SIGNATURE AUTHENTICATED		23b. DATE RECEIVED BY REGISTRAR (Mo/Day/Year) June 12, 2013		23c. DEATH DUE TO COMMUNICABLE DISEASE YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
24. IMMEDIATE CAUSE (ENTER ONLY ONE CAUSE PER LINE FOR (a), (b) AND (c).)					
PART I					
(a) Drowning					
DUE TO, OR AS A CONSEQUENCE OF:					
(b) DUE TO, OR AS A CONSEQUENCE OF:					
(c) DUE TO, OR AS A CONSEQUENCE OF:					
(d) DUE TO, OR AS A CONSEQUENCE OF:					
PART II OTHER SIGNIFICANT CONDITIONS - Conditions contributing to death but not resulting in the underlying cause given in Part I Atherosclerotic Cardiovascular Disease					
25a. AGG. SUICIDE, HOMICIDE, UNDET. OR FIDELITY FIRST (Specify) ACCIDENT		25b. DATE OF INJURY (Mo/Day/Year) April 21, 2013		25c. HOUR OF INJURY 1600	
25d. INJURY AT WORK (Specify Yes or No) No		25e. PLACE OF INJURY: At home, farm, street, factory, office building, etc. (Specify) Lake		25f. DESCRIBE HOW INJURY OCCURRED Fresh water drowning	
25g. LOCATION Waterline by 1011 Lakeshore Blvd.		25h. STREET OR R.F.D. NO. 1011 Lakeshore Drive		25i. CITY OR TOWN Incline Village	
25j. STATE Nevada					

STATE REGISTRAR

VRG-Rev-201205230

000120450

CERTIFIED COPY OF VITAL RECORDS

This is a true and exact reproduction of the document officially registered and placed on file in the office of the State Registrar and Vital Records.

06/13/2013

DEPUTY REGISTRAR

SIGNATURE AUTHENTICATED

DATE ISSUED:

This copy is valid unless prepared in engraved border displaying date, seal and signature of Registrar.

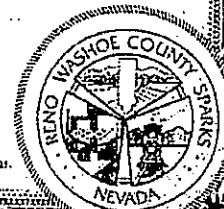


EXHIBIT 4

EXHIBIT 4

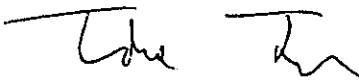
EXHIBIT 4

**APPOINTMENT OF CO-TRUSTEE
PURSUANT TO THE SECOND AMENDMENT
TO THE SAMUEL S. JAKSICK TRUST AGREEMENT RESTATED
PURSUANT TO THE THIRD AMENDMENT DATED JUNE 29, 2006**

Pursuant to Section 2 of the Second Amendment of the Samuel S. Jaksick Trust Agreement Restated pursuant to the Third Amendment dated June 29, 2006, which provide that if for any reason Stanley S. Jaksick, Todd Bruce Jaksick, and/or Kevin Riley fail to qualify or cease to act as a co-trustee, then Todd Bruce Jaksick may appoint one (1) other person or entity to serve as co-trustee with the remaining co-trustees. Kevin Riley has ceased to serve as co-trustee.

Therefore, Todd Bruce Jaksick appoints Michael S. Kimmel to replace Kevin Riley to serve as co-trustee with the remaining co-trustees.

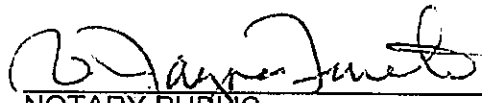
DATED: December 13, 2016.



TODD BRUCE JAKSICK, Co-Trustee

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On this 13th day of December, 2016, personally appeared before me, a Notary Public, Todd Bruce Jaksick, known to me to be the person whose name is subscribed to the foregoing Second Amendment, who acknowledged to me that he executed the same.



NOTARY PUBLIC

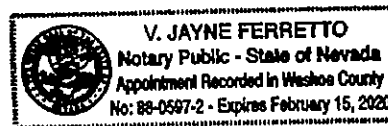


EXHIBIT 5.a

EXHIBIT 5.a

EXHIBIT 5.a

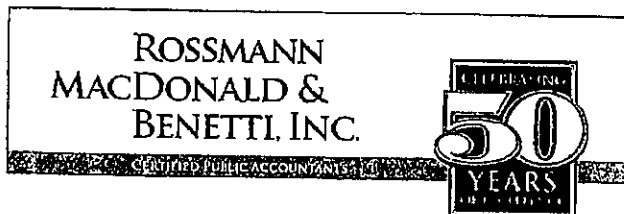
SAMUEL S JAKSICK JR FAMILY TRUST

FINANCIAL STATEMENTS

April 21, 2013 to March 31, 2014

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ACCOUNTANT'S COMPILATION REPORT

To the trustees of
Samuel S Jaksick Jr Family Trust
Reno, Nevada

We have compiled the accompanying summary of account of the Samuel S Jaksick Jr Family Trust, and the related schedules as of March, 31, 2014, and for the period April 21, 2013 to March 31, 2014. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America.

The trustees of the Samuel S Jaksick Jr Family Trust are responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist the trustees of the Samuel S Jaksick Jr Family Trust in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

The trustees have elected to omit substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the trust's financial position, results of trust activities, and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.

We are not independent with respect to the Samuel S Jaksick Jr Family Trust

Rossmann MacDonald & Benetti, Inc.
ROSSMANN MacDONALD & BENETTI, INC.
Certified Public Accountant

January 22, 2015

SAMUEL S JAKSICK JR FAMILY TRUST
SUMMARY OF ACCOUNT
For the period beginning April 21, 2013 and ending March 31, 2014

	<u>Schedule</u>	<u>Amounts</u>	<u>Totals</u>
PRINCIPAL BALANCE ON HAND:			
Assets on hand, beginning of period	A		\$ 8,384,373.37
Receipts of principal	B	\$ 253,862.00	
Gains	C	38,846.65	
Less: deductions from principal	D	<u>(797,171.53)</u>	
Total principal activity during period			<u>(504,462.88)</u>
TOTAL PRINCIPAL BALANCE ON HAND			<u>\$ 7,879,910.49</u>
INCOME BALANCE ON HAND:			
Receipts of income	E	\$ 240,767.26	
Less: deductions from income	F	<u>(407,624.42)</u>	
Total income activity during period			<u>(166,857.16)</u>
TOTAL INCOME BALANCE ON HAND			<u>(166,857.16)</u>
TOTAL ASSETS ON HAND, MARCH 31, 2014	G		<u>\$ 7,713,053.33</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE A - ASSETS ON HAND, BEGINNING OF PERIOD
As of April 21, 2013

	<u>Schedule</u>	<u>Fiduciary Acquisition Value</u>
CASH:		
RBC Wealth Management, US Govt Money Market Fund	2	\$ 8,287.68
UMPQUA, Checking account	3	33,052.90
First Independent Bank, Checking account #840	4	2,926.71
Wells Fargo, Checking account	5	8,737.28
Wells Fargo, Savings account	6	450.48
Bank of America, Checking account	7	795.82
MARKETABLE SECURITIES:		
United Technologies Corporation (140 shares)		13,050.80
PERSONAL PROPERTY:		
Various		107,880.00
NOTES RECEIVABLE:		
ALSB LTD (including accrued interest of \$2,462.17)		415,460.65
Bright Holland Co (including accrued interest of \$22,911.02)		267,315.68
Todd Jaksick Family Trust (Note #2 - including accrued interest of \$60.16)		122,060.16
TBJ SC Trust (including accrued interest of \$587.37)		103,659.16
Home Camp Land & Livestock Co (including accrued interest of \$4,324.34)		103,465.68
Todd Jaksick Family Trust (Note #1 - including accrued interest of \$4,993.15)		79,993.15
Jaksick Family LLC (including accrued interest of \$1.22)		2,902.22
REAL ESTATE:		
4005 Quail Rock Lane, Reno NV		540,000.00
CLOSELY HELD BUSINESSES:		
	A1	6,574,335.00
TOTAL ASSETS ON HAND, BEGINNING OF PERIOD		<u><u>\$ 8,384,373.37</u></u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE A1 - CLOSELY HELD BUSINESSES, BEGINNING OF PERIOD
As of April 21, 2013

CLOSELY HELD BUSINESSES:	Fiduciary Acquisition Value	Estimated Value
Pioneer Group, Inc. (301.05 shares)	\$ 4,335,000.00	\$ 4,335,000.00
Toiyabe Investment Co (50% interest)	895,000.00	895,000.00
SSJ LLC (100% interest)	743,397.00	743,397.00
Markhor Investment Company (46.82% interest)	136,138.00	136,138.00
Shakey's USA Inc (80,000 shares)	128,800.00	128,800.00
Duck Flat Ranch LLC (49% interest)	109,000.00	109,000.00
Sammy Supercub LLC Series A (100% interest)	85,000.00	85,000.00
Basecamp LLC (18.75% interest)	37,000.00	37,000.00
SST Westridge LLC (25% interest)	28,000.00	28,000.00
Montreux Golf Club Ltd (1% interest)	23,000.00	23,000.00
Samuel S Jaksick Jr IV LLC (100% interest)	20,000.00	20,000.00
Lakecrest Realty Inc (100% interest)	12,000.00	12,000.00
BBB Investments (49% interest)	11,000.00	11,000.00
Lakeridge Golf Course Ltd (1% interest)	8,000.00	8,000.00
Gerlach Green Energy LLC (45% interest)	3,000.00	3,000.00
ALSB LTD (100% interest)	-	-
Bent Arrow LLC (100% interest)	-	-
Buckhorn Land and Livestock LLC (25% interest)	-	-
California Bighorn LLC (100% interest)	-	-
Fly Ranch LLC (44.5% interest)	-	-
Lake-Ridge Corporation (100% interest)	-	-
Samuel S Jaksick Jr I LLC (100% interest)	-	-
Samuel S Jaksick Jr II LLC (100% interest)	-	-
Samuel S Jaksick Jr V LLC (100% interest)	-	-
SJ Ranch LLC (100% interest)	-	-
Spring Mountain NV Development Co (25% interest)	-	-
White Pine Lumber Co (100% interest)	-	-
TOTAL CLOSELY HELD BUSINESSES	\$ 6,574,335.00	\$ 6,574,335.00

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE B - RECEIPTS OF PRINCIPAL
For the period beginning April 21, 2013 and ending March 31, 2014

	<u>Schedule</u>	<u>Totals</u>
RECEIPTS OF PRINCIPAL:		
Loan proceeds received	1A	\$ 204,862.00
Non cash transactions	H	<u>49,000.00</u>
TOTAL RECEIPTS OF PRINCIPAL		<u>\$ 253,862.00</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE C - GAINS
For the period beginning April 21, 2013 and ending March 31, 2014

	<u>Date</u>	<u>Carrying Value</u>
SALE OF OWNERSHIP IN MARKHOR INVESTMENTS LLC		
Liquidation proceeds	12/2/2013	\$ 174,984.65
Less: carrying value		<u>(136,138.00)</u>
Net gain from the sale of Markhor Investments LLC		<u><u>\$ 38,846.65</u></u>
DISPOSITION OF PROCEEDS FROM THE SALE OF MARKHOR INVESTMENTS LLC		
Liquidation proceeds	12/2/2013	\$ 174,984.65
Less: other items deducted from proceeds		
Principal payment applied to Note payable - Stan Jaksick		(95,007.99)
Interest payment applied to Note payable - Stan Jaksick		<u>(3,082.19)</u>
Net cash proceeds received from the sale of Markhor Investments LLC		<u><u>\$ 76,894.47</u></u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE D - DEDUCTIONS FROM PRINCIPAL
For the period beginning April 21, 2013 and ending March 31, 2014

	<u>Schedule</u>	<u>Amounts</u>	<u>Totals</u>
DEDUCTIONS FROM PRINCIPAL:			
<u>Payment of trust debts:</u>			
First Independent Bank #772	1	\$ 281,775.47	
First Independent Bank #840	4	2,677.20	
Non cash transactions	H	<u>380,007.99</u>	
Total payment of trust debts			\$ 664,460.66
<u>Expenses:</u>			
First Independent Bank #772	1	132,710.86	-
Wells Fargo Checking	5	<u>0.01</u>	-
Total expenses			<u>132,710.87</u>
TOTAL DEDUCTIONS FROM PRINCIPAL			<u>\$ 797,171.53</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST

SCHEDULE E - RECEIPTS OF INCOME

For the period beginning April 21, 2013 and ending March 31, 2014

	<u>Schedule</u>	<u>Totals</u>
RECEIPTS OF INCOME:		
First Independent Bank #772	1	\$ 236,756.24
RBC Wealth Management	2	0.44
Umpqua Bank	3	0.57
First Independent Bank #840	4	3,603.96
Wells Fargo Checking	5	0.05
Wells Fargo Savings	6	0.06
Non cash transactions	H	<u>405.94</u>
TOTAL RECEIPTS OF INCOME		<u>\$ 240,767.26</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE F - DEDUCTIONS FROM INCOME
For the period beginning April 21, 2013 and ending March 31, 2014

	<u>Schedule</u>	<u>Amounts</u>	<u>Totals</u>
DEDUCTIONS FROM INCOME:			
<u>Expenses</u>			
First Independent Bank #772	1	\$ 343,022.98	
Wells Fargo Savings	6	70.00	
Total expenses			\$ 343,092.98
<u>Deductions to pay interest</u>			
First Independent Bank #772	1	61,449.25	
Non cash transactions	H	<u>3,082.19</u>	
Total deductions to pay interest			<u>64,531.44</u>
TOTAL DEDUCTIONS FROM INCOME			<u>\$ 407,624.42</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE G - ASSETS ON HAND, END OF PERIOD
As of March 31, 2014

	<u>Schedule</u>	<u>Fiduciary Acquisition Value</u>	<u>Estimated Value</u>
CASH:			
Checking account, First Independent Bank #772	1	\$ 20,301.37	\$ 20,301.37
Checking account, Wells Fargo	5	2.32	2.32
Savings account, Wells Fargo	6	65.43	65.43
MARKETABLE SECURITIES:			
United Technologies Corporation (140 shares)		13,050.80	13,050.80
PERSONAL PROPERTY:			
Various		107,880.00	107,900.00
NOTES RECEIVABLE:	G1	1,191,757.83	1,191,800.00
REAL ESTATE:			
4005 Quail Rock Lane, Reno NV		540,000.00	540,000.00
CLOSELY HELD BUSINESSES:	G2	5,839,995.58	5,797,800.00
TOTAL ASSETS ON HAND, MARCH 31, 2014		<u><u>\$ 7,713,053.33</u></u>	<u><u>\$ 7,670,919.92</u></u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE G1 - NOTES RECEIVABLE, END OF PERIOD
As of March 31, 2014

	<u>Fiduciary Acquisition Value</u>	<u>Estimated Value</u>
NOTES RECEIVABLE:		
Bright Holland Co (Note #1 - including accrued interest of \$22,911.02)	\$ 267,315.68	\$ 267,400.00
ALSB LTD	218,216.70	218,300.00
Todd Jaksick Family Trust (Note #2)	122,000.00	122,000.00
Bright Holland Co (Note #2)	119,550.06	119,600.00
Todd Jaksick Family Trust (Note #3)	105,510.76	105,600.00
White Pine Lumber Co	104,478.11	104,500.00
TBJ SC Trust (including accrued interest of \$587.37)	103,659.16	103,700.00
Todd Jaksick Family Trust (Note #1 - including accrued interest of \$4,993.15)	79,993.15	80,000.00
Advances - Wendy Jaksick	40,051.00	40,100.00
Toiyabe Investment Co	16,659.57	16,700.00
BBB Investments LLC	11,021.42	11,100.00
Jaksick Family LLC (including accrued interest of \$1.22)	2,902.22	3,000.00
Duck Flat Ranch LLC	100.00	100.00
Duck Lake Ranch LLC	100.00	100.00
Fly Ranch LLC	100.00	100.00
SST Westridge LLC	100.00	100.00
TOTAL NOTES RECEIVABLE	<u>\$ 1,191,757.83</u>	<u>\$ 1,192,400.00</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE G2 - CLOSELY HELD BUSINESSES, END OF PERIOD

As of March 31, 2014

	<u>Fiduciary Acquisition Value</u>	<u>Estimated Value</u>
CLOSELY HELD BUSINESSES:		
Pioneer Group, Inc. (301.05 shares)	4,335,000.00	4,335,000.00
Toiyabe Investment Co (50% interest)	895,000.00	895,000.00
Buckhorn Land & Livestock, LLC (25% interest)	143,336.50	143,000.00
Shakey's USA Inc (80,000 shares)	128,800.00	128,800.00
Duck Flat Ranch LLC (49% interest)	109,000.00	109,000.00
SSJ LLC (100% interest)	43,647.00	43,000.00
Basecamp LLC (18.75% interest)	34,134.11	34,000.00
SST Westridge LLC (25% interest)	28,000.00	28,000.00
Montreux Golf Club Ltd (1% interest)	23,000.00	23,000.00
Samuel S Jaksick Jr IV LLC (100% interest)	20,000.00	20,000.00
Lakecrest Realty Inc (100% interest)	17,069.66	17,000.00
BBB Investments (49% interest)	11,000.00	11,000.00
Lakeridge Golf Course Ltd (1% interest)	8,000.00	8,000.00
Gerlach Green Energy LLC (45% interest)	3,000.00	3,000.00
SJ Ranch LLC (100% interest)	41,008.31	-
ALSB LTD (100% interest)	-	-
Bent Arrow LLC (100% interest)	-	-
Buckhorn Land and Livestock LLC (25% interest)	-	-
California Bighorn LLC (100% interest)	-	-
Fly Ranch LLC (44.5% interest)	-	-
Lake-Ridge Corporation (100% interest)	-	-
Sammy Supercub LLC Series A (100% interest)	-	-
Samuel S Jaksick Jr I LLC (100% interest)	-	-
Samuel S Jaksick Jr II LLC (100% interest)	-	-
Samuel S Jaksick Jr V LLC (100% interest)	-	-
Spring Mountain NV Development Co (25% interest)	-	-
White Pine Lumber Co (100% interest)	-	-
TOTAL CLOSELY HELD BUSINESSES	<u>\$ 5,839,995.58</u>	<u>\$ 5,797,800.00</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE H - NON-CASH TRANSACTIONS
For the period beginning April 21, 2013 and ending March 31, 2014

<u>Date</u>	<u>Descriptions</u>	<u>Principal</u>	<u>Income</u>
INVESTMENTS FINANCED WITH LOAN:			
12/27/2013	Funds transferred to Buckhorn Land & Livestock LLC from the Estate of Samuel S Jaksick Jr for the benefit of the Samuel S Jaksick Jr Trust. The amount will need to be repaid to the Estate of Samuel S Jaksick Jr.	\$ 49,000.00	\$ -
	TOTAL INVESTMENTS FINANCED WITH LOAN	<u>\$ 49,000.00</u>	<u>\$ -</u>
INTEREST INCOME COLLECTED:			
10/1/2013	Payment applied to Note Payable to Western Alliance Bank d/b/a First Independent Bank by ALSB LTD. The payment reduced an existing amount owed by ALSB LTD to the Samuel S Jaksick Jr Family Trust. The payment was applied to the principal balance of the ALSB LTD note receivable in the amount of \$197,131.89 and accrued interest as of April 21, 2013 in the amount of \$2,462.17 and \$405.94 from April 21, 2013 through the date of the payment.	\$ -	\$ 405.94
	TOTAL INTEREST INCOME COLLECTED	<u>\$ -</u>	<u>\$ 405.94</u>
NON-CASH PAYMENTS OF TRUST DEBTS:			
10/1/2013	Payment applied to Note Payable to Western Alliance Bank d/b/a First Independent Bank by ALSB LTD. The payment reduced an existing amount owed by ALSB LTD to the Samuel S Jaksick Jr Family Trust.	\$ 200,000.00	\$ -
12/2/2013	Funds applied to advances from Stan Jaksick from proceeds of liquidation of Markhor Investments LLC. Repayment of advance dated 6/27/13 for \$45,000. Repayment of advance dated 7/10/13 for \$8,900. repayment of advance dated 9/4/13 for \$33,200.	87,100.00	
12/2/2013	Remainder of funds from Markhor Investments LLC in the amount of \$10,990.19 applied to loan to Stan Jaksick. \$2,003.88 applied to principal, \$5,904.11 applied to accrued interest as of April 21, 2013, and \$3,082.19 applied to interest accrued through December 2, 2013.	7,907.99	3,082.19
12/29/2013	Transfer of Sammy Supercub Series A LLC in exchange for settlement of debt obligation to Duck Lake Ranch, LLC.	85,000.00	-
	TOTAL NON-CASH PAYMENTS OF TRUST DEBTS	<u>\$ 380,007.99</u>	<u>\$ 3,082.19</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE I - NOTES RECEIVABLE ACTIVITY
As of April 21, 2013 and the period ended March 31, 2014

<u>Date</u>	<u>Description</u>	<u>Amounts</u>	<u>Totals</u>
NOTES RECEIVABLE ACTIVITY:			
<u>Note receivable Homecamp Land & Livestock Co</u>			
4/21/2013	Balance		\$ 103,465.68
6/18/2013	Payment received	\$ (5,050.27)	
7/26/2013	Payment received	(98,415.41)	(103,465.68)
	Balance, Homecamp Land & Livestock Co		-
<u>Note receivable Todd Jaksick Family Trust (Note #2)</u>			
4/21/2013	Balance		122,060.16
5/31/2013	Todd Jaksick Family Trust	(60.16)	(60.16)
	Balance, Todd Jaksick Family Trust (Note #2)		122,000.00
<u>Note receivable Bright Holland (Note #2)</u>			
4/21/2013	Balance		-
7/25/2013	Loan	127,380.06	
7/26/2013	Payment received	(12,830.00)	
11/29/2013	Advance	2,500.00	
1/31/2014	Advance	2,500.00	119,550.06
	Balance, Bright Holland Co		119,550.06
<u>Note receivable ALSB Ltd</u>			
4/21/2013	Balance		415,460.65
8/15/2013	Advance	9.11	
9/11/2013	Advance	1,550.00	
10/1/2013	Payment applied	(199,594.06)	
10/11/2013	Advance	16.00	
10/29/2013	Advance	775.00	(197,243.95)
	Balance, ALSB Ltd		218,216.70
<u>Note receivable BBB Investments LLC</u>			
4/21/2013	Balance		-
8/8/2013	Advance	1,338.96	
9/30/2013	Advance	1,352.46	
10/9/2013	Advance	1,400.00	
11/8/2013	Advance	1,350.00	
12/11/2013	Advance	1,400.00	
1/9/2014	Advance	1,380.00	
2/11/2014	Advance	1,400.00	
3/11/2014	Advance	1,400.00	11,021.42
	Balance, BBB Investments LLC		11,021.42

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE I - NOTES RECEIVABLE ACTIVITY
As of April 21, 2013 and the period ended March 31, 2014

<u>Date</u>	<u>Description</u>	<u>Amounts</u>	<u>Totals</u>
NOTES RECEIVABLE ACTIVITY (continued):			
<u>Note receivable Duck Flat Ranch, LLC</u>			
4/21/2013	Balance		-
3/3/2014	Advance	100.00	100.00
	Balance, Duck Flat Ranch LLC		100.00
<u>Note receivable Duck Lake Ranch, LLC</u>			
4/21/2013	Balance		-
4/24/2013	Advance	9,025.00	
8/28/2013	Payment received	(9,025.00)	
2/27/2014	Advance	100.00	100.00
	Balance, Duck Lake Ranch LLC		100.00
<u>Note receivable Fly Ranch, LLC</u>			
4/21/2013	Balance		
3/3/2014	Advance	100.00	100.00
	Balance, Fly Ranch LLC		100.00
<u>Note receivable SST Westridge, LLC</u>			
4/21/2013	Balance		
3/3/2014	Advance	100.00	100.00
	Balance, SST Westridge LLC		100.00
<u>Note receivable Todd Jaksick Family Trust (Note #3)</u>			
4/21/2013	Balance		-
9/12/2013	Advance	105,510.76	105,510.76
	Balance, Todd Jaksick Family Trust (Note #3)		105,510.76
<u>Note receivable Toiyabe Investment Co</u>			
4/21/2013	Balance		-
6/18/2013	Advance	1,745.00	
7/8/2013	Advance	3,632.00	
7/17/2013	Advance	75.00	
8/16/2013	Advance	3,607.57	
9/30/2013	Advance	3,700.00	
10/15/2013	Advance	1,600.00	
12/18/2013	Advance	2,300.00	16,659.57
	Balance, Toiyabe Investment Co		16,659.57

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE I - NOTES RECEIVABLE ACTIVITY
As of April 21, 2013 and the period ended March 31, 2014

<u>Date</u>	<u>Description</u>	<u>Amounts</u>	<u>Totals</u>
NOTES RECEIVABLE ACTIVITY (continued):			
<u>Note receivable Wendy Jaksick</u>			
4/21/2013	Balance		-
7/17/2013	Advance	1,000.00	
7/24/2013	Advance	1,045.00	
8/2/2013	Advance	1,600.00	
8/2/2013	Advance	1,087.00	
8/8/2013	Advance	180.00	
8/14/2013	Advance	2,000.00	
8/14/2013	Advance	1,500.00	
8/21/2013	Advance	1,400.00	
9/3/2013	Advance	1,600.00	
9/3/2013	Advance	1,994.00	
9/16/2013	Advance	1,630.00	
10/1/2013	Advance	1,600.00	
10/1/2013	Advance	2,579.00	
10/15/2013	Advance	2,000.00	
11/1/2013	Advance	2,075.00	
11/8/2013	Advance	500.00	
11/15/2013	Advance	2,000.00	
12/2/2013	Advance	2,000.00	
12/13/2013	Advance	1,473.00	
12/31/2013	Advance	2,000.00	
1/15/2014	Advance	1,168.00	
2/4/2014	Advance	2,074.00	
2/27/2014	Advance	2,096.00	
3/19/2014	Advance	1,450.00	
3/31/2014	Advance	1,750.00	
3/31/2014	Advance	250.00	
	Balance, Wendy Jaksick		<u>40,051.00</u>
			<u>40,051.00</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE I - NOTES RECEIVABLE ACTIVITY
As of April 21, 2013 and the period ended March 31, 2014

<u>Date</u>	<u>Description</u>	<u>Amounts</u>	<u>Totals</u>
NOTES RECEIVABLE ACTIVITY (continued):			
<u>Note receivable White Pine Lumber Co</u>			
4/21/2013	Balance		
4/30/2013	Advance	850.00	
7/18/2013	Advance	832.66	
7/25/2013	Advance	17,714.39	
7/25/2013	Advance	17,714.39	
7/25/2013	Advance	17,714.39	
8/2/2013	Advance	26,837.00	
8/28/2013	Advance	1,000.00	
8/29/2013	Advance	55,485.00	
8/29/2013	Advance	5,000.00	
9/30/2013	Advance	27,500.00	
10/11/2013	Advance	33,206.00	
10/23/2013	Advance	795.44	
10/23/2013	Advance	527.15	
11/8/2013	Payment received	(39,588.41)	
11/12/2013	Advance	390.22	
11/12/2013	Advance	256.27	
12/12/2013	Advance	390.22	
12/12/2013	Advance	256.27	
12/18/2013	Payment received	(63,815.89)	
1/12/2014	Advance	390.22	
1/12/2014	Advance	256.27	
2/12/2014	Advance	256.27	
3/3/2014	Advance	6,681.48	
3/12/2014	Advance	256.27	
3/17/2014	Payment received	(13,108.98)	
3/17/2014	Advance	\$ 6,681.48	104,478.11
	Balance, White Pine Lumber Co		<u>\$ 104,478.11</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE J - INVESTMENT ACTIVITY
As of April 21, 2013 and the period ended March 31, 2014

<u>Date</u>	<u>Descriptions</u>	<u>Amounts</u>	<u>Totals</u>
INVESTMENT ACTIVITY:			
<u>SSJ LLC</u>			
4/21/2013	Balance		\$ 743,397.00
7/30/2013	Return of principal	\$ (115,000.00)	
7/30/2013	Return of principal	(53,000.00)	
8/22/2013	Return of principal	(50,000.00)	
8/29/2013	Return of principal	(84,000.00)	
9/20/2013	Return of principal	(250,000.00)	
10/15/2013	Return of principal	(149,975.00)	
11/25/2013	Investment	325.00	
12/11/2013	Investment	100.00	
3/17/2014	Investment	1,800.00	(699,750.00)
	Balance, SSJ LLC		43,647.00
<u>Basecamp LLC</u>			
4/21/2013	Fiduciary acquisition value		37,000.00
4/24/2013	Return of principal	(442.50)	
5/31/2013	Return of principal	(442.50)	
6/18/2013	Return of principal	(442.61)	
7/24/2013	Return of principal	(442.50)	
8/20/2013	Return of principal	(442.50)	
9/25/2013	Return of principal	(480.11)	
2/25/2014	Return of principal	(173.17)	(2,865.89)
	Balance, Basecamp LLC		34,134.11
<u>Markhor Investment Co LLC</u>			
4/21/2013	Fiduciary acquisition value		136,138.00
12/2/2013	Sale of interest	(136,138.00)	(136,138.00)
	Balance, Markhor Investment Co LLC		-
<u>Sammy Supercub Series A LLC</u>			
4/21/2013	Fiduciary acquisition value		85,000.00
12/29/2013	Debt settlement with Duck Lake Ranch	(85,000.00)	(85,000.00)
	Balance, Sammy Supercub Series A, LLC		-

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE J - INVESTMENT ACTIVITY
As of April 21, 2013 and the period ended March 31, 2014

<u>Date</u>	<u>Descriptions</u>	<u>Amounts</u>	<u>Totals</u>
INVESTMENT ACTIVITY (continued):			
<u>Buckhorn Land & Livestock LLC</u>			
4/21/2013	Fiduciary acquisition value		-
7/2/2013	Investment	51,885.00	
7/10/2013	Investment	8,900.00	
8/14/2013	Investment	11,311.00	
8/14/2013	Investment	7,000.00	
8/16/2013	Investment	600.00	
9/30/2013	Investment	11,958.00	
12/27/2013	Investment	49,000.00	
12/31/2013	Investment	2,682.50	143,336.50
	Balance, Buckhorn Land & Livestock, LLC		<u>143,336.50</u>
<u>SJ Ranch, LLC</u>			
4/21/2013	Fiduciary acquisition value		-
9/10/2013	Investment	41,008.31	41,008.31
	Balance, SJ Ranch, LLC		<u>41,008.31</u>
<u>Lakecrest Realty, Inc</u>			
4/21/2013	Fiduciary acquisition value		12,000.00
6/13/2013	Investment	231.00	
6/14/2013	Investment	80.72	
6/14/2013	Investment	77.27	
6/14/2013	Investment	267.24	
6/14/2013	Investment	122.61	
6/14/2013	Investment	65.82	
6/14/2013	Investment	1,200.00	
7/2/2013	Investment	500.00	
11/26/2013	Investment	325.00	
11/29/2013	Investment	2,200.00	5,069.66
	Balance, Lakecrest Realty, Inc.		<u>17,069.66</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE K - UNPAID CLAIMS
As of March 31, 2014

UNPAID CLAIMS:	<u>Amounts</u>
Internal Revenue Service Estate taxes	\$ 540,964.00
Internal Revenue Service Taxes due on 2013 individual income tax return	347,657.00
Colorado Department of Revenue Taxes due on 2013 individual income tax return	11,164.00
Note Payable - American AgCredit (49% of joint obligation) Original note dated August 20, 2004 in the amount of \$2,960,000 due and payable September 1, 2024. Principal and interest payments in the amount of \$222,928.10 are payable annually on September 1. Interest on the note is fixed at 6.05% per annum. Todd Jaksick is jointly obligated on this note and is apportioned 51% of the balance. The outstanding principal balance as of March 31, 2014 is \$1,627,502.23. The note is secured by real property and cross collateralized with real estate owned by SJ Ranch, LLC, Duck Lake Ranch, LLC, and White Pine Lumber Co.	797,476.09
Note Payable - Western Alliance Bank dba First Independent Bank Dated November 30, 2013. Principal amount of \$447,459.86 due and payable November 30, 2014. Interest on the note is variable with an index rate of 3.25% per annum and a floor rate of 5.5% per annum and is payable monthly. Subsequently extended to January 31, 2015. The note is secured by real property.	447,459.86
Note Payable - Chase Mortgage Original note in the amount of \$455,000. Principal and interest payments in the amount of \$2,019.55 are payable monthly. Interest on the note is variable at 3.278% per annum. The note is secured by real property.	334,740.37
Note Payable - Nevada State Bank Dated May 1, 2013. Principal in the amount of \$147,471.94 due and payable February 1, 2016. Principal and interest payments in the amount of \$5,227.60 are payable monthly. Interest on the note is fixed at 4.75% per annum. The note is secured by real property.	137,620.16
Janene Jaksick by agreement	359,971.19
Note Payable - Wendy Jaksick (from life insurance trust) Principal amount of \$231,432.07 due and payable December 31, 2017. Interest is payable annually at 5% per annum with a default rate of 12% per annum. Currently in default. Interest is accrued at 5% annual rate.	280,571.75

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE K - UNPAID CLAIMS
As of March 31, 2014

	<u>Amounts</u>
UNPAID CLAIMS (continued):	
Note Payable - Todd Jaksick (from life insurance trust) Principal amount of \$231,432.07 due and payable December 31, 2017. Interest is payable annually at 5% per annum with a default rate of 12% per annum. Currently in default. Interest is accrued at 5% annual rate.	280,571.75
Note Payable - Stan Jaksick (from life insurance trust) Principal amount of \$231,432.07 due and payable December 31, 2017. Interest is payable annually at 5% per annum with a default rate of 12% per annum. Currently in default. Interest is accrued at 5% annual rate.	280,571.75
Note payable - Stan Jaksick Original principal in the amount of \$100,000, due February 15, 2014 and bearing interest at 5% per annum.	97,996.12
Note Payable - Duck Flat Ranch LLC Original principal in the amount of \$74,487.26 bearing interest at 5% per annum.	85,446.07
Maupin Cox & LeGoy, legal fees on account	81,029.23
Note payable - Lakeridge Golf Course Ltd Original principal in the amount of \$142,288.34 and bearing interest at 3% per annum.	75,669.54
Note Payable - Montreux Development Group LLC Demand note bearing interest at 1% per annum	75,000.00
Citibank - credit card Past due and in default	50,240.34
Note Payable - Estate of Samuel S Jaksick Jr	49,030.00
Bank of America - credit card Past due and in default	17,282.05
Note Payable - Nevada Pronghorn LLC No set repayment terms	11,250.00
Note payable - Montreux Golf Club Ltd No set repayment terms	8,838.74
Roger Morris LLC, legal fees on account	8,425.00

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE K - UNPAID CLAIMS
As of March 31, 2014

	<u>Amounts</u>
UNPAID CLAIMS (continued):	
US Treasury - unpaid payroll taxes	5,209.80
Todd Jaksick February 2014 Trustee Fee	2,000.00
Palmer Law Chtd, legal fees on account	1,125.00
Montreux Development Group LLC April 2014 office rent	750.00
Arkadin, Inc	478.27
Stan Jaksick Advance to trust from Stan	385.00
American Express - credit card Past due and in default	291.86
Burgarello Alarm	262.70
Rainbow Print and Office Supply	106.59
Washoe County Treasurer Utilities 4005 Quail Rock Lane	61.13
Waste Management of Nevada Utilities 4005 Quail Rock Lane	65.82
TOTAL UNPAID CLAIMS	<u>\$ 3,489,926.18</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE L - CONTINGENT TRUST OBLIGATIONS

As of March 31, 2014

	<u>Amounts</u>
CONTINGENT TRUST OBLIGATIONS:	
Dilts and Kappeler Family Trust, secured by Montreux lot 1023 (the trustees believe the claim on the personal guarantee in the amount of \$1,250,000 against the estate is invalid due to the lack of statutory language in the personal guarantee document that would force performance against a decedent)	\$ 1,250,000.00
Note Payable - American AgCredit FLCA (51% of joint obligation)	830,026.14
<p>Original note dated August 20, 2004 Samuel S Jaksick Jr and Todd Jaksick jointly in the amount of \$2,960,000 due and payable September 1, 2024. Principal and interest payments in the amount of \$222,928.10 are payable annually on September 1. Interest on the note is fixed at 6.05% per annum. Todd Jaksick is jointly obligated on this note and is apportioned 51% of the balance. The outstanding principal balance as of March 31, 2014 is \$1,627,502.23. The note is secured by real property and cross collateralized with real estate owned by SJ Ranch, LLC, Duck Lake Ranch, LLC, and White Pine Lumber Co.</p>	
Durham Family Trust, secured by Montreux lot 1023 (the trustees believe the claim on the personal guarantee in the amount of \$713,978 against the trust is invalid due to the lack of statutory language in the personal guarantee document that would force performance against a decedent)	713,977.74
Note Payable, American AgCredit FLCA	557,497.58
<p>Original note dated January 22, 2003 in the amount of \$2,345,000 to White Pine Lumber Company. Samuel S Jaksick, Jr. Guarantor. Subsequently amended December 30, 2013 with the Samuel S Jaksick Family Trust as guarantor. Payable in monthly installments of \$6,681.48 including interest at 6.05% beginning March 1, 2014 and continuing until March 1, 2023 at which time the principal and accrued interest is due and payable. The note is secured by real property and cross collateralized with real estate owned by SJ Ranch, LLC, Duck Lake Ranch, LLC, and White Pine Lumber Co.</p>	
Eugene Canepa v Samuel S Jaksick Jr. as it relates to an auto accident on January 12, 2012. (the trustees believe the claim against the trust is invalid due to Eugene Canepa's lack of filing a claim against the trust within the statutory period of time).	437,118.83
George J Brown Trust claim against the trust to perform on a personal guarantee on a note in favor of the George J Brown Trust by ALSB Ltd.	184,603.00
Todd B Jaksick indemnification agreement which substantively indicates that Todd B Jaksick and related entities are indemnified against the trust from having to perform on obligations in excess of their respective interests.	unknown
TOTAL CONTINGENT TRUST OBLIGATIONS	<u>\$ 3,973,223.29</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1 - SUMMARY OF ACCOUNT
FIRST INDEPENDENT BANK #772

For the period beginning April 21, 2013 and ending March 31, 2014

	<u>Schedule</u>	<u>Amounts</u>	<u>Totals</u>
ASSETS ON HAND APRIL 21, 2013			\$ -
ADDITIONS:			
<u>Receipts of principal:</u>			
Loan proceeds received	1A	\$ 204,862.00	
Total receipts of principal		<u>204,862.00</u>	
<u>Receipts of income:</u>	1B	<u>236,756.24</u>	
<u>Other additions:</u>			
Transfers	1C	45,352.38	
Collections on loans receivable	1D	241,894.12	
Collections on investments	1E	781,292.86	
Total other additions		<u>1,068,539.36</u>	
TOTAL ADDITIONS			<u>\$ 1,510,157.60</u>
TOTAL CHARGEABLE ASSETS			<u>\$ 1,510,157.60</u>
DEDUCTIONS:			
<u>Other deductions:</u>			
Loans made and advances	1F	528,489.20	
Investments made	1G	142,408.47	
Total other deductions		<u>670,897.67</u>	
<u>Deductions from principal:</u>			
Expenses	1H	132,710.86	
Deductions to pay trust debts	1I	281,775.47	
Total deductions from principal		<u>414,486.33</u>	
<u>Deductions from income:</u>			
Expenses	1H	343,022.98	
Deductions to pay interest	1I	61,449.25	
Total deductions from income		<u>404,472.23</u>	
LESS: TOTAL DEDUCTIONS			<u>1,489,856.23</u>
ASSETS ON HAND, MARCH 31, 2014			<u>\$ 20,301.37</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1A - LOAN PROCEEDS RECEIVED
FIRST INDEPENDENT BANK #772

For the period beginning April 21, 2013 and ending March 31, 2014

<u>Date</u>	<u>Payor</u>	<u>Amount</u>	<u>Totals</u>
LOAN PROCEEDS RECEIVED:			
1/22/14	White Pine Lumber Co	\$ 600.00	
1/24/14	White Pine Lumber Co	500.00	
1/27/14	White Pine Lumber Co	600.00	
2/3/14	White Pine Lumber Co	3,000.00	
2/4/14	White Pine Lumber Co	200.00	
2/5/14	White Pine Lumber Co	11,312.00	
	Total White Pine Lumber Co- Loan #2	<u>16,212.00</u>	
7/19/13	Nevada Pronghorn LLC	5,750.00	
7/23/13	Nevada Pronghorn LLC	5,500.00	
	Total Nevada Pronghorn	<u>11,250.00</u>	
6/27/13	Stanley S Jaksick	45,000.00	
7/10/13	Stanley S Jaksick	8,900.00	
9/4/13	Stanley S Jaksick	48,500.00	
	Total Stan Jaksick	<u>102,400.00</u>	
2/5/14	Montreux Development Group, LLC	75,000.00	
	Total Montreux Development Group, LLC	<u>\$ 75,000.00</u>	
TOTAL LOAN PROCEEDS RECEIVED			<u><u>\$ 204,862.00</u></u>

See accountant's compilation report

EXHIBIT 5.b

EXHIBIT 5.b

EXHIBIT 5.b

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1B - RECEIPTS OF INCOME
FIRST INDEPENDENT BANK #772

For the period beginning April 21, 2013 and ending March 31, 2014

<u>Date</u>	<u>Payor</u>	<u>Income</u>	<u>Totals</u>
RECEIPTS OF INCOME:			
11/8/13	White Pine Lumber Co	\$ 411.59	
12/18/13	White Pine Lumber Co	184.11	
3/17/14	White Pine Lumber Co	253.98	
	Interest income - White Pine Lumber Co	<u>849.68</u>	\$ 849.68
6/18/13	Homecamp Land & Livestock	\$ 935.73	
7/26/13	Homecamp Land & Livestock	514.98	
	Interest income - Homecamp Land & Livestock	<u>1,450.71</u>	1,450.71
5/31/13	Todd Jaksick Family Trust	3,599.84	
3/17/14	Todd Jaksick Family Trust	3,660.00	
	Interest income - Todd Jaksick Family Trust	<u>7,259.84</u>	7,259.84
6/18/13	United Technologies	74.90	
9/18/13	United Technologies	74.90	
12/17/13	United Technologies	82.60	
	Total dividend income	<u>232.40</u>	232.40
10/1/13	Montreux Golf Club Ltd	500.00	
11/26/13	Montreux Golf Club Ltd	500.00	
12/12/13	Montreux Golf Club Ltd	500.00	
8/28/13	Montreux Golf Club Ltd	500.00	
9/18/13	Montreux Golf Club Ltd	500.00	
	Total rental income - Quail Rock Lane	<u>2,500.00</u>	2,500.00
6/27/13	Toiyabe Investment Co	55,875.00	
9/4/13	Toiyabe Investment Co	85,457.50	
12/31/13	Toiyabe Investment Co	15,000.00	
1/6/14	Toiyabe Investment Co	3,209.57	
1/15/14	Toiyabe Investment Co	9,500.00	
2/5/2014	Toiyabe Investment Co	30,000.00	
	Total distributions from investments	<u>199,042.07</u>	199,042.07

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST

SCHEDULE 1B - RECEIPTS OF INCOME

FIRST INDEPENDENT BANK #772

For the period beginning April 21, 2013 and ending March 31, 2014

<u>Date</u>	<u>Payor</u>	<u>Income</u>	<u>Totals</u>
RECEIPTS OF INCOME (continued):			
12/3/13	Buckhorn Land & Livestock LLC	1,820.82	
9/18/13	Buckhorn Land & Livestock LLC	2,974.10	
8/20/13	Buckhorn Land & Livestock LLC	2,974.10	
8/28/13	Buckhorn Land & Livestock LLC	1,820.82	
10/15/13	Buckhorn Land & Livestock LLC	1,820.82	
12/17/13	Buckhorn Land & Livestock LLC	1,820.82	
12/17/13	Buckhorn Land & Livestock LLC	1,153.28	
12/23/13	Buckhorn Land & Livestock LLC	1,820.82	
10/9/13	Buckhorn Land & Livestock LLC	2,974.10	
10/30/13	Buckhorn Land & Livestock LLC	1,820.82	
11/15/13	Buckhorn Land & Livestock LLC	2,974.10	
	Total salary reimbursements	<u>23,974.60</u>	23,974.60
7/10/13	Colorado Division of Gaming	950.15	
10/9/13	CIG	340.00	
11/19/13	McDonald Carano Wilson	120.00	
1/7/14	Federal Express	36.79	
	Total refunds	<u>\$ 1,446.94</u>	<u>1,446.94</u>
	TOTAL INCOME RECEIPTS		<u><u>\$ 236,756.24</u></u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1C - TRANSFERS
FIRST INDEPENDENT BANK #772
For the period beginning April 21, 2013 and ending March 31, 2014

<u>Date</u>	<u>Payor</u>	<u>Amount</u>	<u>Totals</u>
TRANSFERS:			
7/2/13	Funds transferred from UMPQUA account	\$ 33,053.47	
10/23/13	Funds transferred from Bank of America	795.82	
10/11/13	Funds transferred from First Independent Bank	3,214.97	
10/15/13	Funds transferred from RBC	<u>8,288.12</u>	
TOTAL TRANSFERS			<u><u>\$ 45,352.38</u></u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1D - COLLECTIONS ON LOANS RECEIVABLE
FIRST INDEPENDENT BANK #772
 For the period beginning April 21, 2013 and ending March 31, 2014

<u>Date</u>	<u>Payor</u>	<u>Amount</u>	<u>Totals</u>
COLLECTIONS ON LOANS RECEIVABLE:			
11/8/13	White Pine Lumber Co	\$ 39,588.41	
12/18/13	White Pine Lumber Co	63,815.89	
3/17/14	White Pine Lumber Co	13,108.98	
	Total White Pine Lumber Co- Loan #1	<u>116,513.28</u>	
6/18/13	Homecamp Land & Livestock	5,050.27	
7/26/13	Homecamp Land & Livestock	98,415.41	
	Total Homecamp Land & Livestock	<u>103,465.68</u>	
5/31/13	Todd Jaksick Family Trust	60.16	
	Total Todd Jaksick Family Trust	<u>60.16</u>	
7/26/13	Bright Holland Co	12,830.00	
	Total Bright Holland Co	<u>12,830.00</u>	
8/28/13	Duck Lake Ranch LLC	9,025.00	
	Total Duck Lake Ranch, LLC	<u>\$ 9,025.00</u>	
TOTAL COLLECTIONS ON LOANS RECEIVABLE			<u><u>\$ 241,894.12</u></u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1E - COLLECTIONS ON INVESTMENTS
FIRST INDEPENDENT BANK #772
For the period beginning April 21, 2013 and ending March 31, 2014

<u>Date</u>	<u>Payor</u>	<u>Amount</u>	<u>Totals</u>
COLLECTIONS ON INVESTMENTS:			
7/30/13	SSJ LLC	\$ 115,000.00	
7/30/13	SSJ LLC	53,000.00	
8/22/13	SSJ LLC	50,000.00	
8/29/13	SSJ LLC	84,000.00	
9/20/13	SSJ LLC	250,000.00	
10/15/13	SSJ LLC	149,975.00	
	Total SSJ, LLC	<u>701,975.00</u>	
5/31/13	Basecamp LLC	442.50	
6/18/13	Basecamp LLC	442.61	
7/24/13	Basecamp LLC	442.50	
8/20/13	Basecamp LLC	442.50	
9/25/13	Basecamp LLC	480.11	
2/25/14	Basecamp LLC	173.17	
	Total Basecamp LLC	<u>2,423.39</u>	
12/2/13	Markhor Investment Company, LLC	76,894.47	
	Total Markhor Investment Co	<u>\$ 76,894.47</u>	
TOTAL COLLECTIONS ON INVESTMENTS			<u><u>\$ 781,292.86</u></u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1F - LOANS MADE AND ADVANCES
FIRST INDEPENDENT BANK #772

For the period beginning April 21, 2013 and ending March 31, 2014

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Totals</u>
LOANS MADE AND ADVANCES:			
9/11/13	9086	MONTREUX HOMEOWNERS ASSOCIATIO	\$ 1,550.00
10/29/13	9096	PIERRE HASCHEFF	775.00
		Total ALSB Ltd	2,325.00
8/8/13	EFT	BBB INVESTMENTS	1,338.96
9/30/13	EFT	BBB INVESTMENTS	1,352.46
10/9/13	9108	BBB INVESTMENTS	1,400.00
11/8/13	EFT	BBB INVESTMENTS	1,350.00
12/11/13	EFT	BBB INVESTMENTS	1,400.00
1/9/14	EFT	BBB INVESTMENTS	1,380.00
2/11/14	EFT	BBB INVESTMENTS	1,400.00
3/11/14	EFT	BBB INVESTMENTS	1,400.00
		Total BBB Investments LLC	11,021.42
7/25/13	9037	AMERICAN AG CREDIT	127,380.06
11/29/13	9142	DAVE JAMIESON	2,500.00
1/31/14	9208	DAVE JAMIESON	2,500.00
		Total Bright Holland Company	132,380.06
3/3/14	EFT	DUCK FLAT RANCH LLC	100.00
		Total Duck Flat Ranch LLC	100.00
2/27/14	9245	SAMMY SUPERCUB SERIES A	100.00
		Total Duck Lake Ranch LLC	100.00
3/3/14	EFT	FLY RANCH LLC	100.00
		Total Fly Ranch LLC	100.00
3/3/14	EFT	SST WESTRIDGE LLC	100.00
		Total SST Westridge LLC	100.00
9/12/13	9092	AMERICAN AG CREDIT	105,510.76
		Total Todd Jaksick Family Trust	105,510.76
6/18/13	EFT	TOIYABE INVESTMENT CO	1,745.00
7/8/13	EFT	TOIYABE INVESTMENT CO	3,632.00
7/17/13	EFT	TOIYABE INVESTMENT CO	75.00
8/16/13	EFT	TOIYABE INVESTMENT CO	3,607.57
9/30/13	EFT	TOIYABE INVESTMENT CO	3,700.00
10/15/13	EFT	TOIYABE INVESTMENT CO	1,600.00
12/18/13	EFT	TOIYABE INVESTMENT CO	2,300.00
		Toiyabe Investment Co Total	16,659.57

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1F - LOANS MADE AND ADVANCES
FIRST INDEPENDENT BANK #772

For the period beginning April 21, 2013 and ending March 31, 2014

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Totals</u>
LOANS MADE AND ADVANCES (continued):			
7/17/13	9026	WENDY JAKSICK	1,000.00
7/24/13	9034	WENDY JAKSICK	1,045.00
8/2/13	9042	THOMAS PEREGRIN	1,600.00
8/2/13	9043	WENDY JAKSICK	1,087.00
8/8/13	9050	WENDY JAKSICK	180.00
8/14/13	9051	WENDY JAKSICK	2,000.00
8/14/13	9055	WENDY JAKSICK	1,500.00
8/21/13	9064	WENDY JAKSICK	1,400.00
9/3/13	9070	THOMAS PEREGRIN	1,600.00
9/3/13	9072	WENDY JAKSICK	1,994.00
9/16/13	9090	WENDY JAKSICK	1,630.00
10/1/13	9104	THOMAS PEREGRIN	1,600.00
10/1/13	9103	WENDY JAKSICK	2,579.00
10/15/13	9118	WENDY JAKSICK	2,000.00
11/1/13	9135	WENDY JAKSICK	2,075.00
11/8/13	9139	WENDY JAKSICK	500.00
11/15/13	9146	WENDY JAKSICK	2,000.00
12/2/13	9153	WENDY JAKSICK	2,000.00
12/13/13	9186	WENDY JAKSICK	1,473.00
12/31/13	9196	WENDY JAKSICK	2,000.00
1/15/14	9205	WENDY JAKSICK	1,168.00
2/4/14	9218	WENDY JAKSICK	2,074.00
2/27/14	9243	WENDY JAKSICK	2,096.00
3/19/14	9262	WENDY JAKSICK	1,450.00
3/31/14	9265	WENDY JAKSICK	1,750.00
3/31/14	9266	WENDY JAKSICK	250.00
Total Wendy Jaksick			40,051.00

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1F - LOANS MADE AND ADVANCES
FIRST INDEPENDENT BANK #772

For the period beginning April 21, 2013 and ending March 31, 2014

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Totals</u>
LOANS MADE AND ADVANCES (continued):			
7/18/13	EFT	09 CHEVY PAYMENT AFTER PURCHASE	832.66
7/25/13	9038	AMERICAN AG CREDIT	17,714.39
7/25/13	9039	AMERICAN AG CREDIT	17,714.39
7/25/13	9040	AMERICAN AG CREDIT	17,714.39
8/2/13	EFT	TRANSFER TO WPR	26,837.00
8/28/13	EFT	TRANSFER TO WPR	1,000.00
8/29/13	EFT	TRANSFER TO WPR	55,485.00
8/29/13	EFT	TRANSFER TO WPR	5,000.00
9/30/13	EFT	TRANSFER TO WPR	27,500.00
10/11/13	9122	WHITE PINE RANCH	33,206.00
10/23/13	EFT	09 CHEVY PYMT	795.44
10/23/13	EFT	EQUINOX PYMT	527.15
11/12/13	EFT	09 CHEVY SILVERADO PAYMENT	390.22
11/12/13	EFT	EQUINOX PAYMENT	256.27
12/12/13	EFT	09 CHEVY SILVERADO PAYMENT	390.22
12/12/13	EFT	EQUINOX PAYMENT	256.27
1/12/14	EFT	09 CHEVY SILVERADO PAYMENT	390.22
1/12/14	EFT	EQUINOX PAYMENT	256.27
2/12/14	EFT	EQUINOX PAYMENT	256.27
3/3/14	9248	AMERICAN AG CREDIT	6,681.48
3/12/14	EFT	EQUINOX PAYMENT	256.27
3/17/14	9260	AMERICAN AG CREDIT	6,681.48
		Total White Pine Lumber Company	220,141.39
TOTAL LOANS MADE AND ADVANCES			\$ 528,489.20

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1G - INVESTMENTS MADE
FIRST INDEPENDENT BANK #772

For the period beginning April 21, 2013 and ending March 31, 2014

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Totals</u>
INVESTMENTS MADE:			
6/14/13	9003	AT & T	\$ 80.72
6/14/13	9004	ATT LONG DISTANCE	77.27
6/14/13	9005	BURGARELLO ALARM	267.24
6/14/13	9006	NV ENERGY	122.61
6/14/13	9007	WASTE MANAGEMENT	65.82
6/14/13	EFT	TRANSFER TO COVER LCR NSF	1,200.00
7/2/13	9009	LAKECREST REALTY	500.00
11/26/13	9167	NEVADA SECRETARY OF STATE	325.00
11/29/13	9179	LAKECREST REALTY	2,200.00
		Total Lakecrest Realty Inc	4,838.66
9/10/13	9093	AMERICAN AG CREDIT	41,008.31
		Total SJ Ranch LLC	41,008.31
11/26/13	9164	NEVADA SECRETARY OF STATE	325.00
12/11/13	EFT	TO SSJ LLC TO COVER BANK FEES CAUSING NSF	100.00
3/17/14	EFT	TRANSFER TO SSJ LLC	1,800.00
		Total SSJ LLC	2,225.00
7/2/13	9010	BUCKHORN LAND & LIVESTOCK	51,885.00
7/10/13	EFT	BUCKHORN LAND & LIVESTOCK	8,900.00
8/14/13	EFT	BUCKHORN LAND & LIVESTOCK	11,311.00
8/14/13	EFT	BUCKHORN LAND & LIVESTOCK	7,000.00
8/16/13	EFT	BUCKHORN LAND & LIVESTOCK	600.00
9/30/13	EFT	BUCKHORN LAND & LIVESTOCK	11,958.00
12/31/13	EFT	METLIFE	2,682.50
		Total Buckhorn Land and Livestock LLC	94,336.50
TOTAL INVESTMENTS MADE			\$ 142,408.47

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1H - EXPENSES
FIRST INDEPENDENT BANK #772
For the period beginning April 21, 2013 and ending March 31, 2014

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Principal</u>	<u>Income</u>	<u>Totals</u>
EXPENSES:					
8/21/13	9061	ROSSMANN MACDONALD AND BENETTI	\$ 25,000.00	\$ 25,000.00	\$ 50,000.00
10/11/13	9123	ROSSMANN MACDONALD AND BENETTI	2,500.00	2,500.00	5,000.00
12/16/13	9195	ROSSMANN MACDONALD AND BENETTI	1,250.00	1,250.00	2,500.00
		Total accounting fees	28,750.00	28,750.00	57,500.00
8/14/13	9052	WILLIAM G. KIMMEL		2,500.00	2,500.00
10/9/13	9109	STERLING AIR, LTD		550.00	550.00
10/28/13	9134	LEE B SMITH AND ASSOCIATES		5,000.00	5,000.00
10/28/13	9133	WILLIAM G. KIMMEL		5,000.00	5,000.00
11/26/13	9174	LEE B SMITH AND ASSOCIATES		5,000.00	5,000.00
11/29/13	9155	WILLIAM G. KIMMEL		4,500.00	4,500.00
12/16/13	9194	LEE B SMITH AND ASSOCIATES		5,000.00	5,000.00
1/2/14	9197	WILLIAM G. KIMMEL		3,000.00	3,000.00
1/14/14	9198	WILLIAM G. KIMMEL		9,500.00	9,500.00
		Total appraisal fees	-	40,050.00	40,050.00
6/30/13	EFT	FIRST INDEPENDENT BANK		13.50	13.50
7/31/13	EFT	FIRST INDEPENDENT BANK		35.00	35.00
7/31/13	EFT	FIRST INDEPENDENT BANK		13.50	13.50
7/31/13	EFT	FIRST INDEPENDENT BANK		10.00	10.00
7/31/13	EFT	FIRST INDEPENDENT BANK		5.00	5.00
7/31/13	EFT	FIRST INDEPENDENT BANK		5.00	5.00
9/30/13	EFT	FIRST INDEPENDENT BANK		35.00	35.00
9/30/13	EFT	FIRST INDEPENDENT BANK		13.50	13.50
9/30/13	EFT	FIRST INDEPENDENT BANK		5.00	5.00
10/31/13	EFT	FIRST INDEPENDENT BANK		35.00	35.00
10/31/13	EFT	FIRST INDEPENDENT BANK		25.00	25.00
10/31/13	EFT	FIRST INDEPENDENT BANK		13.50	13.50
10/31/13	EFT	FIRST INDEPENDENT BANK		10.00	10.00
10/31/13	EFT	FIRST INDEPENDENT BANK		5.00	5.00
11/30/13	EFT	FIRST INDEPENDENT BANK		35.00	35.00
11/30/13	EFT	FIRST INDEPENDENT BANK		13.50	13.50
11/30/13	EFT	FIRST INDEPENDENT BANK		5.00	5.00
12/31/13	EFT	FIRST INDEPENDENT BANK		13.50	13.50
12/31/13	EFT	FIRST INDEPENDENT BANK		30.00	30.00
12/31/13	EFT	FIRST INDEPENDENT BANK		10.00	10.00
12/31/13	EFT	FIRST INDEPENDENT BANK		10.00	10.00
1/31/14	EFT	FIRST INDEPENDENT BANK		35.00	35.00
1/31/14	EFT	FIRST INDEPENDENT BANK		35.00	35.00
1/31/14	EFT	FIRST INDEPENDENT BANK		13.50	13.50
1/31/14	EFT	FIRST INDEPENDENT BANK		5.00	5.00
1/31/14	EFT	FIRST INDEPENDENT BANK		5.00	5.00
2/28/14	EFT	FIRST INDEPENDENT BANK		70.00	70.00
2/28/14	EFT	FIRST INDEPENDENT BANK		35.00	35.00

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1H - EXPENSES
FIRST INDEPENDENT BANK #772
For the period beginning April 21, 2013 and ending March 31, 2014

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Principal</u>	<u>Income</u>	<u>Totals</u>
EXPENSES (continued):					
2/28/14	EFT	FIRST INDEPENDENT BANK		30.00	30.00
2/28/14	EFT	FIRST INDEPENDENT BANK		13.50	13.50
2/28/14	EFT	FIRST INDEPENDENT BANK		5.00	5.00
2/28/14	EFT	FIRST INDEPENDENT BANK		5.00	5.00
		Total bank charges	<u>-</u>	<u>593.00</u>	<u>593.00</u>
7/19/13	9029	MARIA LUISA JACOBE		100.00	100.00
8/30/13	9068	MARIA LUISA JACOBE		100.00	100.00
9/27/13	9098	MARISOL VILLA-CANO		100.00	100.00
10/25/13	9127	MARISOL VILLA-CANO		100.00	100.00
		Total cleaning	<u>-</u>	<u>400.00</u>	<u>400.00</u>
8/15/13	9057	ARLO STOCKHAM		1,153.28	1,153.28
9/13/13	9085	ARLO STOCKHAM		1,153.28	1,153.28
10/15/13	9112	ARLO STOCKHAM		1,153.28	1,153.28
11/25/13	9147	ARLO STOCKHAM		1,153.28	1,153.28
12/13/13	9185	ARLO STOCKHAM		1,153.28	1,153.28
1/15/14	9204	ARLO STOCKHAM		1,153.28	1,153.28
2/14/14	9222	ARLO STOCKHAM		1,153.28	1,153.28
3/14/14	9258	ARLO STOCKHAM		1,153.28	1,153.28
		Total employee benefits	<u>-</u>	<u>9,226.24</u>	<u>9,226.24</u>
8/6/13	9044	JUAN RANGEL		140.00	140.00
8/21/13	9060	JUAN RANGEL		140.00	140.00
9/20/13	9091	JUAN RANGEL		140.00	140.00
10/15/13	9113	JUAN RANGEL		140.00	140.00
11/25/13	9148	JUAN RANGEL		140.00	140.00
		Total gardening	<u>-</u>	<u>700.00</u>	<u>700.00</u>
8/8/13	9047	SADDLEHORN HOA		155.00	155.00
11/26/13	9161	SADDLEHORN HOA		155.00	155.00
2/20/14	9229	SADDLEHORN HOA		155.00	155.00
		Total homeowners association dues	<u>-</u>	<u>465.00</u>	<u>465.00</u>
10/15/13	9115	COLORADO DEPARTMENT OF REVENUE	19,035.00		19,035.00
10/15/13	9114	INTERNAL REVENUE SERVICE	15,315.00		15,315.00
11/25/13	9150	COLORADO DEPARTMENT OF REVENUE	1,697.00		1,697.00
		Total income taxes	<u>36,047.00</u>	<u>-</u>	<u>36,047.00</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1H - EXPENSES
FIRST INDEPENDENT BANK #772
For the period beginning April 21, 2013 and ending March 31, 2014

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Principal</u>	<u>Income</u>	<u>Totals</u>
EXPENSES (continued):					
7/23/13	EFT	HARTFORD INSURANCE PAYMENT		941.00	941.00
7/23/13	EFT	HARTFORD INSURANCE PAYMENT		426.00	426.00
11/13/13	EFT	HARTFORD INSURANCE PAYMENT		2,403.00	2,403.00
2/6/14	9209	MT ROSE INSURANCE		306.25	306.25
3/1/14	EFT	QUAIL ROCK RENTERS INSURANCE		108.11	108.11
3/31/14	EFT	QUAIL ROCK RENTERS INSURANCE		108.11	108.11
		Total insurance	<u>-</u>	<u>4,292.47</u>	<u>4,292.47</u>
6/26/13	9031	ROGER M MORRIS, LLC	2,500.00	2,500.00	5,000.00
7/10/13	9015	PALMER LAW, CHTD	1,750.00	1,750.00	3,500.00
7/15/13	9021	PALMER LAW, CHTD	1,250.00	1,250.00	2,500.00
8/21/13	9062	MAUPIN COX & LEGOY	5,000.00	5,000.00	10,000.00
8/21/13	9063	ROGER M MORRIS, LLC	5,000.00	5,000.00	10,000.00
9/10/13	9087	MAUPIN COX & LEGOY	5,000.00	5,000.00	10,000.00
10/1/13	9105	PALMER LAW, CHTD	1,000.00	1,000.00	2,000.00
10/8/13	9107	ROGER M MORRIS, LLC	5,000.00	5,000.00	10,000.00
10/11/13	9121	MAUPIN COX & LEGOY	2,500.00	2,500.00	5,000.00
11/1/13	9128	ROGER M MORRIS, LLC	5,000.00	5,000.00	10,000.00
11/25/13	9151	MAUPIN COX & LEGOY	2,500.00	2,500.00	5,000.00
11/25/13	9152	ROGER M MORRIS, LLC	5,000.00	5,000.00	10,000.00
12/16/13	9193	ROGER M MORRIS, LLC	2,500.00	2,500.00	5,000.00
12/18/13	9192	MAUPIN COX & LEGOY	2,500.00	2,500.00	5,000.00
1/31/14	9217	MAUPIN COX & LEGOY	2,500.00	2,500.00	5,000.00
1/31/14	9227	ROGER M MORRIS, LLC	1,250.00	1,250.00	2,500.00
		Total legal fees	<u>50,250.00</u>	<u>50,250.00</u>	<u>100,500.00</u>
6/14/13	9000	WASHOE COUNTY RECORDER		38.00	38.00
7/12/13	9017	COLORADO DIVISION OF GAMING		2,500.00	2,500.00
7/29/13	EFT	NV SOS		100.00	100.00
9/5/13	EFT	NV SOS		325.00	325.00
3/17/14	EFT	NV SOS		325.00	325.00
		Total licenses and permits	<u>-</u>	<u>3,288.00</u>	<u>3,288.00</u>
3/31/14	EFT	FIB REFINANCE LOAN FEES		500.00	500.00
		Total loan fees	<u>-</u>	<u>500.00</u>	<u>500.00</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1H - EXPENSES
FIRST INDEPENDENT BANK #772
For the period beginning April 21, 2013 and ending March 31, 2014

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Principal</u>	<u>Income</u>	<u>Totals</u>
EXPENSES (continued):					
7/10/13	EFT	REIMB BOFACC FOR FUNERAL COSTS	1,160.99		1,160.99
7/10/13	EFT	REIMB BOFACC FOR FUNERAL COSTS - WA	5,324.03		5,324.03
7/10/13	EFT	REIMB BOFACC FOR FUNERAL COSTS - WA	1,298.09		1,298.09
8/26/13	9067	DAWN JAKSICK	945.00		945.00
8/27/13	EFT	REIMBURSE BOFA CC FOR FUNERAL COSTS	2,625.00		2,625.00
9/25/13	CASH	CASH	200.00		200.00
10/8/13	9106	MOUNTAIN VIEW CEMETERY	857.50		857.50
		Total memorial and related services	<u>12,410.61</u>	<u>-</u>	<u>12,410.61</u>
7/24/13	9036	WENDY JAKSICK	253.25		253.25
11/1/13	9138	MT. ROSE MINI STORAGE		242.00	242.00
1/15/14	9206	DAWN JAKSICK		428.00	428.00
2/26/14	9232	DAWN JAKSICK		40.00	40.00
3/13/14	9254	DAWN JAKSICK		79.00	79.00
		Total miscellaneous	<u>253.25</u>	<u>789.00</u>	<u>1,042.25</u>
7/18/13	9024	WILDLIFE REVOLUTIONS		2,587.50	2,587.50
1/15/14	9207	JIM CORICA		148.50	148.50
2/26/14	9234	TODD JAKSICK		300.00	300.00
		Total moving expenses	<u>-</u>	<u>3,036.00</u>	<u>3,036.00</u>
9/4/13	9074	CASH		200.00	200.00
2/12/14	9216	LAKERIDGE GOLF COURSE LTD		230.85	230.85
		Total office expense	<u>-</u>	<u>430.85</u>	<u>430.85</u>
10/30/13	9137	EMPLOYMENT SECURITY DIVISION		598.82	598.82
10/31/13	9136	US TREASURY		1,997.91	1,997.91
11/25/13	9149	US TREASURY		694.57	694.57
11/26/13	9175	EMPLOYMENT SECURITY DIVISION		10.99	10.99
2/28/14	EFT	US TREASURY		2,495.20	2,495.20
3/10/14	9250	EMPLOYMENT SECURITY DIVISION		752.44	752.44
		Total payroll taxes	<u>-</u>	<u>6,549.93</u>	<u>6,549.93</u>
9/4/13	9076	FEDEX		36.79	36.79
9/30/13	EFT	UPS		123.63	123.63
11/26/13	9160	FEDEX		36.79	36.79
		Total postage and delivery	<u>-</u>	<u>197.21</u>	<u>197.21</u>
9/3/13	EFT	WASHOE COUNTY TREASURER		1,373.37	1,373.37
2/28/14	EFT	WASHOE COUNTY TREASURER		1,478.23	1,478.23
		Total property taxes	<u>-</u>	<u>2,851.60</u>	<u>2,851.60</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1H - EXPENSES
FIRST INDEPENDENT BANK #772
For the period beginning April 21, 2013 and ending March 31, 2014

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Principal</u>	<u>Income</u>	<u>Totals</u>
EXPENSES (continued):					
1/29/14	9211	MONTREUX DEVELOPMENT GROUP LLC		750.00	750.00
3/7/14	9252	MONTREUX DEVELOPMENT GROUP LLC		750.00	750.00
3/7/14	9253	MONTREUX DEVELOPMENT GROUP LLC		750.00	750.00
		Total rent - office	<u>-</u>	<u>2,250.00</u>	<u>2,250.00</u>
9/25/13	CASH	CASH		100.00	100.00
10/24/13	9126	SIERRA AIR		588.13	588.13
		Total repairs	<u>-</u>	<u>688.13</u>	<u>688.13</u>
8/19/13	9058	INCLINE TSS LTD		14,903.00	14,903.00
10/11/13	9117	INCLINE TSS LTD		44,000.00	44,000.00
11/8/13	9141	INCLINE TSS LTD		22,000.00	22,000.00
12/16/13	9188	INCLINE TSS LTD		64,000.00	64,000.00
		Total residential lease	<u>-</u>	<u>144,903.00</u>	<u>144,903.00</u>
7/15/13	9022	JAMES CORICA		244.32	244.32
7/15/13	9018	NANETTE J. CHILDERS		369.40	369.40
7/30/13	9041	NANETTE J. CHILDERS		461.75	461.75
8/15/13	9054	ARLO R. STOCKHAM		1,386.89	1,386.89
8/15/13	9056	JAMES CORICA		244.32	244.32
8/15/13	9053	NANETTE J. CHILDERS		369.40	369.40
8/30/13	9066	ARLO R. STOCKHAM		1,386.89	1,386.89
8/30/13	9065	NANETTE J. CHILDERS		369.40	369.40
9/13/13	9083	ARLO R. STOCKHAM		1,386.89	1,386.89
9/13/13	9082	JAMES CORICA		244.32	244.32
9/13/13	9084	NANETTE J. CHILDERS		369.40	369.40
9/30/13	9101	ARLO R. STOCKHAM		1,386.89	1,386.89
9/30/13	9100	JAMES CORICA		244.32	244.32
9/30/13	9099	NANETTE J. CHILDERS		369.40	369.40
10/15/13	9111	ARLO R. STOCKHAM		1,386.89	1,386.89
10/15/13	9110	NANETTE J. CHILDERS		277.05	277.05
10/31/13	9132	ARLO R. STOCKHAM		1,386.89	1,386.89
10/31/13	9131	NANETTE J. CHILDERS		552.02	552.02
11/15/13	9145	ARLO R. STOCKHAM		1,386.89	1,386.89
11/15/13	9144	JAMES CORICA		244.32	244.32
11/15/13	9143	NANETTE J. CHILDERS		369.40	369.40
11/29/13	9177	ARLO R. STOCKHAM		1,386.89	1,386.89
11/29/13	9176	NANETTE J. CHILDERS		369.40	369.40
12/13/13	9182	ARLO R. STOCKHAM		1,386.89	1,386.89
12/13/13	9183	JAMES CORICA		244.32	244.32
12/13/13	9184	NANETTE J. CHILDERS		369.40	369.40
12/31/13	9189	ARLO R. STOCKHAM		1,386.89	1,386.89
12/31/13	9190	NANETTE J. CHILDERS		552.02	552.02

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1H - EXPENSES
FIRST INDEPENDENT BANK #772
For the period beginning April 21, 2013 and ending March 31, 2014

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Principal</u>	<u>Income</u>	<u>Totals</u>
EXPENSES (continued):					
1/15/14	9202	ARLO R. STOCKHAM		1,388.45	1,388.45
1/15/14	9200	JAMES CORICA		244.32	244.32
1/15/14	9201	NANETTE J. CHILDERS		461.75	461.75
1/31/14	9215	ARLO R. STOCKHAM		1,388.45	1,388.45
1/31/14	9214	NANETTE J. CHILDERS		369.40	369.40
2/14/14	9221	ARLO R. STOCKHAM		1,388.45	1,388.45
2/14/14	9220	JAMES CORICA		520.85	520.85
2/14/14	9219	NANETTE J. CHILDERS		369.40	369.40
2/28/14	9242	ARLO R. STOCKHAM		1,388.45	1,388.45
2/28/14	9241	NANETTE J. CHILDERS		424.81	424.81
3/14/14	9256	ARLO R. STOCKHAM		1,388.45	1,388.45
3/14/14	9257	JAMES CORICA		520.85	520.85
3/14/14	9251	NANETTE J. CHILDERS		498.69	498.69
3/31/14	9264	ARLO R. STOCKHAM		1,388.45	1,388.45
3/31/14	9263	NANETTE J. CHILDERS		406.34	406.34
		Total salaries	-	32,279.97	32,279.97
11/26/13	9158	ARKADIN, INC.		100.00	100.00
		Total telephone	-	100.00	100.00
10/11/13	9120	TODD JAKSICK	1,000.00	1,000.00	2,000.00
11/29/13	9178	TODD JAKSICK	1,000.00	1,000.00	2,000.00
12/13/13	9187	TODD JAKSICK	1,000.00	1,000.00	2,000.00
2/13/14	9223	TODD JAKSICK	750.00	750.00	1,500.00
2/13/14	9224	TODD JAKSICK	1,250.00	1,250.00	2,500.00
		Total trustee fees	5,000.00	5,000.00	10,000.00
7/11/13	EFT	UNKNOWN UTILITY PAYMENT		250.85	250.85
8/6/13	EFT	AT&T		592.20	592.20
8/8/13	9049	WASHOE COUNTY TREASURER		321.40	321.40
8/8/13	9048	WASTE MANAGEMENT OF NEVADA		65.82	65.82
8/20/13	9059	NV ENERGY		338.95	338.95
9/4/13	9075	WASHOE COUNTY		125.00	125.00
9/17/13	EFT	AT&T		242.92	242.92
9/17/13	EFT	AT&T		43.84	43.84
9/30/13	EFT	WATER BILL PAID FOR QUAIL ROCK		336.66	336.66
10/16/13	EFT	AT&T		85.09	85.09
10/16/13	EFT	AT&T		51.37	51.37
10/24/13	EFT	NV ENERGY		366.16	366.16
10/24/13	EFT	NV ENERGY		3.50	3.50
11/14/13	EFT	AT&T		265.80	265.80
11/14/13	EFT	AT&T		79.05	79.05
11/26/13	9165	WASHOE COUNTY TREASURER		162.39	162.39

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1H - EXPENSES
FIRST INDEPENDENT BANK #772
For the period beginning April 21, 2013 and ending March 31, 2014

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Principal</u>	<u>Income</u>	<u>Totals</u>
EXPENSES (continued):					
11/26/13	9166	WASTE MANAGEMENT OF NEVADA		65.82	65.82
11/26/13	9159	BURGARELLO ALARM		121.62	121.62
11/26/13	9163	NV ENERGY		186.27	186.27
12/18/13	EFT	AT&T		263.53	263.53
12/18/13	EFT	AT&T		78.84	78.84
1/15/14	EFT	AT&T		267.11	267.11
1/15/14	EFT	AT&T		78.97	78.97
1/29/14	EFT	NV ENERGY		595.29	595.29
1/29/14	EFT	NV ENERGY		3.50	3.50
2/18/14	EFT	AT&T		79.07	79.07
2/18/14	EFT	AT&T		16.25	16.25
2/26/14	9235	WASHOE COUNTY TREASURER		50.27	50.27
2/26/14	9236	WASTE MANAGEMENT OF NEVADA		65.82	65.82
2/26/14	9233	NV ENERGY		207.88	207.88
3/3/14	EFT	AT&T		21.34	21.34
		Total utilities	-	5,432.58	5,432.58
TOTAL EXPENSES			<u>\$132,710.86</u>	<u>\$343,022.98</u>	<u>\$475,733.84</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE II - DEDUCTIONS TO PAY TRUST DEBTS

FIRST INDEPENDENT BANK #772

For the period beginning April 21, 2013 and ending March 31, 2014

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Principal</u>	<u>Income</u>	<u>Totals</u>
DEDUCTIONS TO PAY TRUST DEBTS:					
9/12/13	9092	AMERICAN AG CREDIT	\$ 87,247.62	\$ 14,125.44	\$101,373.06
		Total Ag Credit (49% joint obligation)	<u>87,247.62</u>	<u>14,125.44</u>	<u>101,373.06</u>
9/4/13	9088	JANENE JAKSICK	10,000.00		10,000.00
2/27/14	9244	JANENE JAKSICK	5,000.00		5,000.00
2/28/14	EFT	JANENE DENTAL INS	28.81		28.81
		Total Janene Jaksick	<u>15,028.81</u>	<u>-</u>	<u>15,028.81</u>
6/26/13	9033	LAKERIDGE GOLF COURSE LTD	17,000.00		17,000.00
9/4/13	9073	LAKERIDGE GOLF COURSE LTD	50,000.00		50,000.00
		Total Lakeridge Golf Course Ltd	<u>67,000.00</u>	<u>-</u>	<u>67,000.00</u>
9/30/13	EFT	MONTREUX DEVELOPMENT GROUP LLC FOR STAN JAKSICK	15,300.00		15,300.00
		Total Stan Jaksick	<u>15,300.00</u>	<u>-</u>	<u>15,300.00</u>
6/26/13	9032	MONTREUX GOLF CLUB LTD	43,000.00		43,000.00
		Total Montreux Golf Club Ltd	<u>43,000.00</u>	<u>-</u>	<u>43,000.00</u>
5/31/13	8968	NEVADA STATE BANK		590.43	590.43
6/14/13	9001	NEVADA STATE BANK		590.43	590.43
7/9/13	9011	NEVADA STATE BANK		595.95	595.95
8/8/13	9046	NEVADA STATE BANK		603.76	603.76
9/4/13	9077	NEVADA STATE BANK		603.20	603.20
9/27/13	9102	NEVADA STATE BANK	5,027.42	180.73	5,208.15
10/28/13	9130	NEVADA STATE BANK		584.28	584.28
11/26/13	9162	NEVADA STATE BANK		565.44	565.44
12/18/13	9191	NEVADA STATE BANK		584.28	584.28
1/10/14	9210	NEVADA STATE BANK		584.28	584.28
2/5/14	9213	NEVADA STATE BANK	5,227.38		5,227.38
3/14/14	9259	NEVADA STATE BANK		509.81	509.81
		Total Nevada State Bank	<u>10,254.80</u>	<u>5,992.59</u>	<u>16,247.39</u>
10/29/13	9096	PIERRE HASCHEFF	2,225.00		2,225.00
10/29/13	9125	PIERRE HASCHEFF	3,000.00		3,000.00
12/2/13	9180	PIERRE HASCHEFF	3,000.00		3,000.00
1/15/14	9199	PIERRE HASCHEFF	3,000.00		3,000.00
2/24/14	9230	PIERRE HASCHEFF	3,000.00		3,000.00
3/18/14	9261	PIERRE HASCHEFF	3,000.00		3,000.00
		Total Pierre Hascheff Chtd	<u>17,225.00</u>	<u>-</u>	<u>17,225.00</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1I - DEDUCTIONS TO PAY TRUST DEBTS

FIRST INDEPENDENT BANK #772

For the period beginning April 21, 2013 and ending March 31, 2014

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Principal</u>	<u>Income</u>	<u>Totals</u>
DEDUCTIONS TO PAY TRUST DEBTS:					
8/30/13	9069	CHASE	3,384.53	2,673.73	6,058.26
10/11/13	9119	CHASE	1,029.00	990.42	2,019.42
11/29/13	9154	CHASE	3,659.10	3,138.92	6,798.02
2/26/14	9231	CHASE	2,434.61	1,933.59	4,368.20
		Total Quail Rock Mortgage	<u>10,507.24</u>	<u>8,736.66</u>	<u>19,243.90</u>
6/14/13	9002	WESTERN ALLIANCE BANK		3,507.06	3,507.06
7/9/13	9012	WESTERN ALLIANCE BANK		3,507.06	3,507.06
7/22/13	9030	WESTERN ALLIANCE BANK		116.92	116.92
8/8/13	9045	WESTERN ALLIANCE BANK		3,623.98	3,623.98
9/4/13	9078	WESTERN ALLIANCE BANK		3,623.97	3,623.97
10/11/13	9124	WESTERN ALLIANCE BANK		2,857.06	2,857.06
10/28/13	9129	WESTERN ALLIANCE BANK		650.00	650.00
11/29/13	9181	WESTERN ALLIANCE BANK		5,361.58	5,361.58
2/13/14	9225	WESTERN ALLIANCE BANK		2,680.79	2,680.79
2/13/14	9226	WESTERN ALLIANCE BANK		2,680.79	2,680.79
2/19/14	9228	WESTERN ALLIANCE BANK		2,071.22	2,071.22
3/31/14	EFT	WESTERN ALLIANCE BANK		1,914.13	1,914.13
		Total Western Alliance Bank	<u>-</u>	<u>32,594.56</u>	<u>32,594.56</u>
2/13/14	EFT	WHITE PINE LUMBER COMPANY	16,212.00		16,212.00
		White Pine Lumber Co Total	<u>16,212.00</u>	<u>-</u>	<u>16,212.00</u>
TOTAL DEDUCTIONS TO PAY TRUST DEBTS			<u><u>\$281,775.47</u></u>	<u><u>\$ 61,449.25</u></u>	<u><u>\$343,224.72</u></u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 2 - SUMMARY OF ACCOUNT
RBC WEALTH MANAGEMENT

For the period beginning April 21, 2013 and ending March 31, 2014

<u>Date</u>	<u>Payor</u>	<u>Description</u>	<u>Amount</u>	<u>Totals</u>
ASSETS ON HAND APRIL 21, 2013				<u>\$ 8,287.68</u>
ADDITIONS:				
<u>Receipts of income</u>				
4/30/13	RBC US Govt mm	dividend income	\$ 0.08	
5/31/13	RBC US Govt mm	dividend income	0.07	
6/30/13	RBC US Govt mm	dividend income	0.06	
7/31/13	RBC US Govt mm	dividend income	0.07	
8/31/13	RBC US Govt mm	dividend income	0.07	
9/30/13	RBC US Govt mm	dividend income	0.07	
10/2/13	RBC US Govt mm	dividend income	0.02	
	Total dividend income		<u>0.44</u>	
TOTAL ADDITIONS				0.50
TOTAL CHARGEABLE ASSETS				<u><u>\$ 8,288.18</u></u>
DEDUCTIONS:				
<u>Transfers</u>				
10/15/13	First Independent Bank #772	Transfer		<u>8,288.12</u>
TOTAL DEDUCTIONS:				<u><u>\$ 8,288.12</u></u>
ASSETS ON HAND, MARCH 31, 2014				<u><u>\$ -</u></u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 3 - SUMMARY OF ACCOUNT
UMPQUA BANK

For the period beginning April 21, 2013 and ending March 31, 2014

<u>Date</u>	<u>Payor</u>	<u>Description</u>	<u>Amount</u>	<u>Totals</u>
ASSETS ON HAND APRIL 21, 2013				<u>\$ 33,052.90</u>
ADDITIONS:				
<u>Receipts of income</u>				
5/15/13	Umpqua Bank	interest	\$ 0.25	
6/15/13	Umpqua Bank	interest	<u>0.32</u>	
	Total interest income		<u>0.57</u>	
TOTAL ADDITIONS				0.57
TOTAL CHARGEABLE ASSETS				<u><u>\$ 33,053.47</u></u>
DEDUCTIONS:				
<u>Transfers</u>				
7/2/13	First Independent Bank #772	Transfer		<u>33,053.47</u>
TOTAL DEDUCTIONS:				<u><u>\$ 33,053.47</u></u>
ASSETS ON HAND, MARCH 31, 2014				<u><u>\$ -</u></u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 4 - SUMMARY OF ACCOUNT
FIRST INDEPENDENT BANK - DRAWING ACCOUNT
For the period beginning April 21, 2013 and ending March 31, 2014

<u>Date</u>	<u>Payor</u>	<u>Description</u>	<u>Amount</u>	<u>Totals</u>
ASSETS ON HAND APRIL 21, 2013				<u>\$ 2,926.71</u>
ADDITIONS:				
<u>Investments collected</u>				
4/24/13	Basecamp LLC	return of principal	<u>\$ 442.50</u>	
<u>Receipts of income</u>				
4/24/13	US Treasury	Social Security income	<u>\$ 2,201.00</u>	
4/24/13	Lakeridge Golf Course	Wages	<u>1,402.96</u>	
	Total receipts of income		<u>3,603.96</u>	
TOTAL ADDITIONS				4,046.46
TOTAL CHARGEABLE ASSETS				<u><u>\$ 6,973.17</u></u>
DEDUCTIONS:				
<u>Loans</u>				
4/30/13	Mike Letsch	Advance, White Pine Lumber Co		850.00
<u>Investment</u>				
6/13/13	Lakecrest Realty	Investment		231.00
<u>Payment of debts</u>				
4/29/13	American Express Card	payment on account		2,677.20
<u>Transfers</u>				
7/2/13	First Independent Bank #772	Transfer		3,214.97
TOTAL DEDUCTIONS:				<u><u>\$ 6,973.17</u></u>
ASSETS ON HAND, MARCH 31, 2014				<u><u>\$ -</u></u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 5 - SUMMARY OF ACCOUNT
WELLS FARGO CHECKING

For the period beginning April 21, 2013 and ending March 31, 2014

<u>Date</u>	<u>Payor</u>	<u>Description</u>	<u>Amount</u>	<u>Totals</u>
ASSETS ON HAND APRIL 21, 2013				\$ 8,737.28
ADDITIONS:				
<u>Receipts from income</u>				
4/30/13	Wells Fargo	Interest	\$ 0.05	
	Total interest income		0.05	
<u>Transfers</u>				
1/7/14	Wells Fargo Savings	Transfer	65.00	
	Total Transfers		65.00	
TOTAL ADDITIONS				65.05
TOTAL CHARGEABLE ASSETS				\$ 8,802.33
DEDUCTIONS:				
<u>Transfers</u>				
4/22/13	Wells Fargo Savings	Transfer	75.00	
5/20/13	Wells Fargo Savings	Transfer	75.00	
6/20/13	Wells Fargo Savings	Transfer	75.00	
1/21/14	Wells Fargo Savings	Transfer	75.00	
	Total Transfers			300.00
<u>Loans</u>				
4/24/13	Advance, Duck Lake Ranch LLC			8,500.00
<u>Deductions from principal</u>				
4/30/13	US Treasury, Income Taxes			0.01
TOTAL DEDUCTIONS:				\$ 8,800.01
ASSETS ON HAND, MARCH 31, 2014				\$ 2.32

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 6 - SUMMARY OF ACCOUNT
WELLS FARGO SAVINGS

For the period beginning April 21, 2013 and ending March 31, 2014

<u>Date</u>	<u>Payor</u>	<u>Description</u>	<u>Amount</u>	<u>Totals</u>
ASSETS ON HAND APRIL 21, 2013				\$ 450.48
ADDITIONS:				
<u>Receipts from income</u>				
4/30/13	Wells Fargo	interest	\$ 0.02	
7/31/13	Wells Fargo	interest	0.01	
8/30/13	Wells Fargo	interest	0.01	
11/29/13	Wells Fargo	interest	0.01	
2/28/14	Wells Fargo	interest	0.01	
	Total interest income		<u>0.06</u>	
<u>Transfers</u>				
4/22/13	Wells Fargo Checking	Funds transfer	75.00	
5/20/13	Wells Fargo Checking	Funds transfer	75.00	
6/20/13	Wells Fargo Checking	Funds transfer	75.00	
1/21/14	Wells Fargo Checking	Funds transfer	75.00	
	Total transfers		<u>300.00</u>	
TOTAL ADDITIONS				300.06
TOTAL CHARGEABLE ASSETS				\$ 750.54
DEDUCTIONS:				
<u>Bank Charges</u>				
7/31/13	Wells Fargo	Bank Charges	\$ 10.00	
8/30/13	Wells Fargo	Bank Charges	10.00	
9/30/13	Wells Fargo	Bank Charges	10.00	
10/31/13	Wells Fargo	Bank Charges	10.00	
11/29/13	Wells Fargo	Bank Charges	10.00	
12/31/13	Wells Fargo	Bank Charges	10.00	
3/31/14	Wells Fargo	Bank Charges	10.00	
	Total Bank Charges			70.00
<u>Loans</u>				
8/5/13	ALSB, LTD	Advance	9.11	
10/11/13	ALSB, LTD	Advance	16.00	
	Total Advance, ALSB, LTD		<u>25.11</u>	
4/24/13	Duck Lake Ranch LLC	Advance	525.00	
	Total Loans			550.11
<u>Transfers</u>				
1/7/14	Wells Fargo Checking	Funds transfer	65.00	
	Total transfers			65.00
TOTAL DEDUCTIONS:				\$ 685.11
ASSETS ON HAND, MARCH 31, 2014				\$ 65.43

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 7 - SUMMARY OF ACCOUNT
BANK OF AMERICA CHECKING

For the period beginning April 21, 2013 and ending March 31, 2014

<u>Date</u>	<u>Payor</u>	<u>Description</u>	<u>Totals</u>
ASSETS ON HAND APRIL 21, 2013			<u>\$ 795.82</u>
TOTAL CHARGEABLE ASSETS			<u><u>\$ 795.82</u></u>
DEDUCTIONS:			
<u>Transfers:</u>			
10/23/13	First Independent Bank #772	Funds transfer	<u>\$ 795.82</u>
TOTAL DEDUCTIONS:			<u><u>\$ 795.82</u></u>
ASSETS ON HAND, MARCH 31, 2014			<u><u>\$ -</u></u>

See accountant's compilation report

EXHIBIT 6.a

EXHIBIT 6.a

EXHIBIT 6.a

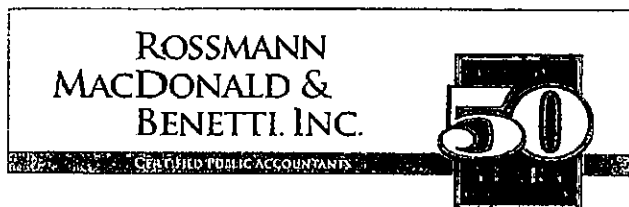
SAMUEL S JAKSICK JR FAMILY TRUST

FINANCIAL STATEMENTS

April 1, 2014 to March 31, 2015

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ACCOUNTANT'S COMPILATION REPORT

To the trustees of
Samuel S Jaksick Jr Family Trust
Reno, Nevada

We have compiled the accompanying summary of account of the Samuel S Jaksick Jr Family Trust, and the related schedules as of March 31, 2015, and for the period April 1, 2014 to March 31, 2015. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America.

The trustees of the Samuel S Jaksick Jr Family Trust are responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist the trustees of the Samuel S Jaksick Jr Family Trust in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

The trustees have elected to omit substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the trust's financial position, results of trust activities, and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.

We are not independent with respect to the Samuel S Jaksick Jr Family Trust

Rossman Macdonald & Benetti, Inc.
ROSSMANN MacDONALD & BENETTI, INC.
Certified Public Accountant

October 18, 2015

SAMUEL S JAKSICK JR FAMILY TRUST
SUMMARY OF ACCOUNT
For the period beginning April 1, 2014 and ending March 31, 2015

	<u>Schedule</u>	<u>Amounts</u>	<u>Totals</u>
ASSETS ON HAND, BEGINNING OF YEAR	A		<u>\$ 7,684,293.47</u>
PRINCIPAL BALANCE ON HAND:			
Principal balance on hand, beginning of year	-	\$ 7,879,910.49	
Receipts of principal	B	654,142.62	
Gains	C	43,322.88	
Losses	D	(983,884.86)	
Less: deductions from principal	E	<u>(778,263.75)</u>	
Total principal balance before distributions from principal	-	6,815,227.38	
Distributions from principal	F	<u>\$ (1,166,400.00)</u>	
TOTAL PRINCIPAL BALANCE ON HAND			5,648,827.38
INCOME BALANCE ON HAND:			
Income balance on hand, beginning of year	-	\$ (166,857.16)	
Receipts of income	G	\$ 1,426,094.59	
Less: deductions from income	H	<u>(401,946.59)</u>	
Total income balance before distributions from income	-	857,290.84	
Distributions from income	I	<u>\$ (2,751,136.07)</u>	
TOTAL INCOME BALANCE ON HAND			<u>(1,893,845.23)</u>
TOTAL ASSETS ON HAND, MARCH 31, 2015	J		<u>\$ 3,754,982.15</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE A - ASSETS ON HAND, BEGINNING OF YEAR
As of April 1, 2014

	<u>Schedule</u>	<u>Fiduciary Acquisition Value</u>	<u>Estimated Value</u>
CASH:			
First Independent Bank	1	\$ 20,301.37	\$ 20,301.37
Wells Fargo, Savings account	4	65.43	65.43
Wells Fargo, Checking account	5	2.32	2.32
MARKETABLE SECURITIES:			
United Technologies Corporation (140 shares)	-	13,050.80	13,050.80
PERSONAL PROPERTY:			
Various	-	107,880.00	107,900.00
NOTES AND OTHER RECEIVABLES:	A1	1,162,997.97	1,191,800.00
REAL ESTATE:			
4005 Quail Rock Lane, Reno NV	-	540,000.00	540,000.00
CLOSELY HELD BUSINESSES:	A2	5,839,995.58	5,797,800.00
TOTAL ASSETS ON HAND, APRIL 1, 2014		<u><u>\$ 7,684,293.47</u></u>	<u><u>\$ 7,670,919.92</u></u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE A1 - NOTES AND OTHER RECEIVABLES, BEGINNING OF YEAR
As of April 1, 2014

	Fiduciary Acquisition Value	Estimated Value
NOTES RECEIVABLE:		
Bright Holland Co (Note #1 - including accrued interest of \$22,911.02)	\$ 267,315.68	\$ 267,320.00
ALSB LTD	189,456.84	218,200.00
Todd Jaksick Family Trust (Note #2)	122,000.00	122,000.00
Bright Holland Co (Note #2)	119,550.06	119,560.00
Todd Jaksick Family Trust (Note #3)	105,510.76	105,520.00
White Pine Lumber Co	104,478.11	104,480.00
TBJ SC Trust (including accrued interest of \$587.37)	103,659.16	103,660.00
Todd Jaksick Family Trust (Note #1 - including accrued interest of \$4,993.15)	79,993.15	80,000.00
Advances - Wendy Jaksick	40,051.00	40,060.00
Toiyabe Investment Co	16,659.57	16,660.00
BBB Investments LLC	11,021.42	11,030.00
Jaksick Family LLC (including accrued interest of \$1.22)	2,902.22	2,910.00
Duck Flat Ranch LLC	100.00	100.00
Duck Lake Ranch LLC	100.00	100.00
Fly Ranch LLC	100.00	100.00
SST Westridge LLC	100.00	100.00
TOTAL NOTES RECEIVABLE	\$ 1,162,997.97	\$ 1,191,800.00

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE A2 - CLOSELY HELD BUSINESSES, BEGINNING OF YEAR
As of April 1, 2014

	<u>Fiduciary Acquisition Value</u>	<u>Estimated Value</u>
CLOSELY HELD BUSINESSES:		
Pioneer Group, Inc. (301.05 shares)	4,335,000.00	4,335,000.00
Toiyabe Investment Co (50% interest)	895,000.00	895,000.00
Buckhorn Land & Livestock, LLC (25% interest)	143,336.50	143,000.00
Shakey's USA Inc (80,000 shares)	128,800.00	128,800.00
Duck Flat Ranch LLC (49% interest)	109,000.00	109,000.00
SSJ LLC (100% interest)	43,647.00	43,000.00
Basecamp LLC (18.75% interest)	34,134.11	34,000.00
SST Westridge LLC (25% interest)	28,000.00	28,000.00
Montreux Golf Club Ltd (1% interest)	23,000.00	23,000.00
Samuel S Jaksick Jr IV LLC (100% interest)	20,000.00	20,000.00
Lakecrest Realty (100% interest)	17,069.66	17,000.00
BBB Investments (49% interest)	11,000.00	11,000.00
Lakeridge Golf Course Ltd (1% interest)	8,000.00	8,000.00
Gerlach Green Energy LLC (45% interest)	3,000.00	3,000.00
SJ Ranch LLC (100% interest)	41,008.31	-
ALSB LTD (100% interest)	-	-
Bent Arrow LLC (100% interest)	-	-
Buckhorn Land and Livestock LLC (25% interest)	-	-
Lake-Ridge Corporation (100% interest)	-	-
Sammy Supercub LLC Series A (100% interest)	-	-
Samuel S Jaksick Jr I LLC (100% interest)	-	-
Samuel S Jaksick Jr II LLC (100% interest)	-	-
Spring Mountain NV Development Co (25% interest)	-	-
White Pine Lumber Co (100% interest)	-	-
TOTAL CLOSELY HELD BUSINESSES	<u>\$ 5,839,995.58</u>	<u>\$ 5,797,800.00</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE B - RECEIPTS OF PRINCIPAL
For the period beginning April 1, 2014 and ending March 31, 2015

	<u>Schedule</u>	<u>Totals</u>
RECEIPTS OF PRINCIPAL:		
Loan proceeds received	1	\$ 519,607.00
Non-cash loan proceeds	K	<u>134,535.62</u>
TOTAL RECEIPTS OF PRINCIPAL		<u><u>\$ 654,142.62</u></u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE C - GAINS
For the period beginning April 1, 2014 and ending March 31, 2015

	<u>Date</u>	<u>Amounts</u>
GAINS		
<u>Canceled Citibank N.A. debt</u>		
Total claim against trust	4/21/2013	\$ 50,240.34
Less: Settlement payment of Citibank N.A. credit card debt	2/24/2015	<u>(10,194.85)</u>
Net gain from canceled Citibank N.A. debt		<u>\$ 40,045.49</u>
<u>Canceled Bank of the West debt</u>		
Total claim against trust	4/21/2013	\$ 3,685.16
Less: Settlement payment of Bank of the West debt	3/4/2015	<u>(760.00)</u>
Net gain from canceled Bank of the West debt		<u>\$ 2,925.16</u>
<u>Canceled American Express Bank debt</u>		
Total claim against trust	4/21/2013	\$ 704.46
Less: Settlement payment of American Express credit card debt	3/13/2015	<u>(352.23)</u>
Net gain from canceled American Express Bank debt		<u>\$ 352.23</u>
TOTAL GAINS		<u>\$ 43,322.88</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE D - LOSSES
For the period beginning April 1, 2014 and ending March 31, 2015

	<u>Date</u>	<u>Amounts</u>
LOSS ON DISTRIBUTION OF INVESTMENTS		
Fair market value of Pioneer Group Inc. stock	1/1/2015	\$ 3,430,754.00
Less: carrying value		<u>(4,335,000.00)</u>
Net loss on distribution of investments		<u>\$ (904,246.00)</u>
LOSSES FROM LIQUIDATIONS OF INVESTMENTS		
<u>Loss from liquidation of Fly Ranch, LLC</u>		
Liquidation proceeds	1/3/2014	\$ -
Less: carrying value		<u>(100.00)</u>
Net loss from liquidation of Fly Ranch, LLC		<u>\$ (100.00)</u>
<u>Loss from liquidation of Lakecrest Realty, Inc.</u>		
Liquidation proceeds	7/17/2014	\$ 100.00
Less: assumed debts of Lakecrest Realty, Inc.		\$ (20,487.63)
Less: carrying value		<u>(15,604.23)</u>
Net loss from liquidation of Lakecrest Realty, Inc.		<u>\$ (35,991.86)</u>
<u>Loss from liquidation of SSJ, LLC</u>		
Liquidation proceeds	7/17/2014	\$ -
Less: carrying value		<u>(43,547.00)</u>
Net loss from liquidation of SSJ, LLC		<u>\$ (43,547.00)</u>
Net losses from liquidation of investments		<u>\$ (79,638.86)</u>
TOTAL LOSSES		<u>\$ (983,884.86)</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE E - DEDUCTIONS FROM PRINCIPAL
For the period beginning April 1, 2014 and ending March 31, 2015

	<u>Schedule</u>	<u>Amounts</u>	<u>Totals</u>
DEDUCTIONS FROM PRINCIPAL:			
<u>Payment of trust debts:</u>			
First Independent Bank #772	1	\$ 322,521.94	
RBC	2	148,920.16	
American AgCredit	3	16,246.64	
Non-cash payments of trust debts	K	<u>94,011.59</u>	
Total payment of trust debts			\$ 581,700.33
<u>Expenses:</u>			
First Independent Bank #772	1	111,456.53	-
RBC	2	<u>85,106.89</u>	
Total expenses			<u>196,563.42</u>
TOTAL DEDUCTIONS FROM PRINCIPAL			<u>\$ 778,263.75</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE F - DISTRIBUTIONS FROM PRINCIPAL
For the period beginning April 1, 2014 and ending March 31, 2015

	<u>Totals</u>
DISTRIBUTIONS FROM PRINCIPAL:	
<u>Specified bequests</u>	
Transfer of 20,000 shares of Shakey's USA, Inc. (representing less than .1% interest) to the Samuel S Jaksick Jr Irrevocable Grandchild Tr No 2 (Luke Jaksick) on August 13, 2013. (NOTE: paperwork was not received regarding the transfer completion until April 2014)	\$ 32,200.00
Transfer of 20,000 shares of Shakey's USA, Inc. (representing less than .1% interest) to the Samuel S Jaksick Jr Irrevocable Grandchild Tr No 3 (Alexi Smrt) on August 13, 2013 (NOTE: paperwork was not received regarding the transfer completion until April 2014).	32,200.00
Transfer of 48.341 shares of Pioneer Group, Inc. (representing a 6% interest) to Todd B Jaksick on January 1, 2015	551,000.00
Transfer of 48.341 shares of Pioneer Group, Inc. (representing a 6% interest) to the Stanley S Jaksick on January 1, 2015	<u>551,000.00</u>
TOTAL DISTRIBUTIONS FROM PRINCIPAL	<u><u>\$ 1,166,400.00</u></u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE G - RECEIPTS OF INCOME
For the period beginning April 1, 2014 and ending March 31, 2015

	<u>Schedule</u>	<u>Totals</u>
RECEIPTS OF INCOME:		
First Independent Bank #772	1	\$ 288,833.57
RBC Wealth Management	2	1,068,242.73
American AgCredit	3	38,142.86
Non-cash receipts	K	<u>30,875.43</u>
TOTAL RECEIPTS OF INCOME		<u><u>\$ 1,426,094.59</u></u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE H - DEDUCTIONS FROM INCOME
 For the period beginning April 1, 2014 and ending March 31, 2015

	<u>Schedule</u>	<u>Amounts</u>	<u>Totals</u>
DEDUCTIONS FROM INCOME:			
<u>Expenses</u>			
First Independent Bank #772	1	\$ 168,627.50	
RBC	2	124,118.87	
Wells Fargo Savings	4	<u>65.43</u>	
Total expenses			\$ 292,811.80
<u>Deductions to pay interest</u>			
First Independent Bank #772	1	87,111.95	
RBC	2	19,633.56	
Non-cash payments of interest	K	<u>2,389.28</u>	
Total deductions to pay interest			<u>109,134.79</u>
TOTAL DEDUCTIONS FROM INCOME			<u>\$ 401,946.59</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE I - DISTRIBUTIONS FROM INCOME
For the period beginning April 1, 2014 and ending March 31, 2015

	<u>Totals</u>
DISTRIBUTIONS FROM INCOME:	
<u>Residuary bequests</u>	
Distribution of Note Receivable from Todd B Jaksick Family Trust to the Todd B Jaksick Trust created by the Samuel S Jaksick Jr Family Trust Agreement on June 4, 2014	122,501.36
Distribution of 4.6106 % interest in Note Receivable from Bright Holland Company to the Todd B Jaksick Trust created by the Samuel S Jaksick Jr Family Trust Agreement on June 4, 2014	12,953.66
Distribution of 48.2128 % interest in Note Receivable from Bright Holland Company to the Stanley S Jaksick Trust created by the Samuel S Jaksick Jr Family Trust Agreement on June 4, 2014	135,455.03
Distribution of 47.1766 % interest in Note Receivable from Bright Holland Company to the Wendy Jaksick Trust created by the Samuel S Jaksick Jr Family Trust Agreement on June 4, 2014	132,543.41
Distribution of Note Receivable from Jaksick Family LLC to the Wendy Jaksick Trust created by the Samuel S Jaksick Jr Family Trust Agreement on June 4, 2014	2,911.61
Transfer of 102.184 shares of Pioneer Group, Inc. (representing a 12.6828% interest) to the Todd B Jaksick Trust created under the Samuel S Jaksick Jr Family Trust agreement on January 1, 2015	1,164,377.00
Transfer of 102.184 shares of Pioneer Group, Inc. (representing a 12.6828% interest) to the Stanley S Jaksick Trust created under the Samuel S Jaksick Jr Family Trust agreement on January 1, 2015	1,164,377.00
Tax payment to the Colorado Department of Revenue on behalf of the Wendy Jaksick Trust created under the Samuel S Jaksick Jr Family Trust on January 12, 2015	3,473.00
Tax payment to the Colorado Department of Revenue on behalf of the Stanley S Jaksick Trust created under the Samuel S Jaksick Jr Family Trust on January 12, 2015	6,272.00
Tax payment to the Colorado Department of Revenue on behalf of the Todd Jaksick Trust created under the Samuel S Jaksick Jr Family Trust on January 12, 2015	<u>6,272.00</u>
TOTAL DISTRIBUTIONS FROM INCOME	<u>\$ 2,751,136.07</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE J - ASSETS ON HAND, END OF YEAR
As of March 31, 2015

	<u>Schedule</u>	<u>Fiduciary Acquisition Value</u>	<u>Estimated Value</u>
CASH:			
Checking account, First Independent Bank #772	1	\$ 5,462.52	\$ 5,462.52
RBC Wealth Management	2	273,745.77	273,745.77
American AgCredit	3	305,803.19	305,803.19
UNDEPOSITED CHECKS:	-	254.80	254.80
MARKETABLE SECURITIES:			
United Technologies Corporation (140 shares)	-	13,050.80	16,408.00
PERSONAL PROPERTY:			
Various	-	107,880.00	107,880.00
NOTES AND OTHER RECEIVABLES:	J1	914,280.83	914,300.00
REAL ESTATE:			
4005 Quail Rock Lane, Reno NV	-	540,000.00	540,000.00
CLOSELY HELD BUSINESSES:	J2	1,594,504.24	1,517,000.00
TOTAL ASSETS ON HAND, MARCH 31, 2015		<u><u>\$ 3,754,982.15</u></u>	<u><u>\$ 3,680,854.28</u></u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE J1 - NOTES AND OTHER RECEIVABLES, END OF YEAR
As of March 31, 2015

	<u>Fiduciary Acquisition Value</u>	<u>Estimated Value</u>
NOTES AND OTHER RECEIVABLES:		
ALSB LTD	\$ 189,456.84	\$ 189,457.00
Receivable, originally in the amount of \$408,611.88. No set repayment terms. Interest has historically been indexed to the annual federal blended rate prescribed by the IRS which was .28% at December 31, 2014 and changes every year.		
Note receivable - White Pine Lumber Co	183,813.22	183,814.00
Note receivable dated April 30, 2013 originating from a \$850.00 advance to White Pine Lumber Company. Interest is accrued at 1% per annum. Additional advances totaling \$399,206.34 from the trust have been attached to this note by agreement. Interest is payable annually and the principal and accrued interest is payable April 30, 2016. The April 30, 2015 interest payment has been extended to April 30, 2016.		
Note receivable - Bright Holland Co (Note #2)	149,753.06	149,754.00
Note receivable in the amount of \$127,380.06 dated July 24, 2013 originating from a \$127,380.06 loan payment to American AgCredit on behalf of Bright-Holland Company pursuant to an existing loan guarantee. Interest is accrued at 6.05% per annum which is the interest rate of the underlying loan. One additional payment totaling \$35,203 has been attached to this note by agreement. Interest is payable annually and the principal and accrued interest is payable July 24, 2016. The July 24, 2014 and July 24, 2015 interest payments have been extended to July 24, 2016.		
Note receivable - Todd Jaksick Family Trust (Note #3)	105,510.76	105,511.00
Note receivable in the amount of \$105,510.76 dated September 1, 2013. The advance originated from a payment to American AgCredit on behalf of Todd Jaksick pursuant to an existing loan guarantee. Principal and accrued interest at 1.5% is payable September 1, 2018.		
Note receivable - TBJ SC Trust (including accrued interest of \$587.37)	103,659.16	103,660.00
Note receivable, originally in the amount of \$349,129 dated August 17, 2004. Assumed by the TBJ SC Trust June 17, 2015. Interest only payments are payable annually at 4% until August 15, 2013 at which time the principal and accrued interest is payable in full. The note is in default. The Samuel S Jaksick Jr. Family trust directs the trustee to distribute the balance of the note to the TBJ SC Trust for the benefit of Ben and Amanda Jaksick upon the death of Samuel S Jaksick Jr.		

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE J1 - NOTES AND OTHER RECEIVABLES, END OF YEAR
As of March 31, 2015

	<u>Fiduciary Acquisition Value</u>	<u>Estimated Value</u>
NOTES AND OTHER RECEIVABLES (continued):		
Note receivable - Todd Jaksick Family Trust (Note #1 - including accrued interest of \$4,993.15)	79,993.15	79,994.00
Note receivable, originally in the amount of \$75,000 dated January 31, 2011. Interest only payments are payable annually at 3% per annum until January 31, 2015 at which time the principal and accrued interest is payable in full. The note has been extended to June 30, 2016 by agreement.		
Note receivable - Wendy Jaksick	59,260.29	59,261.00
Note receivable, originally in the amount of \$59,983.29 dated November 25, 2014. Interest only payments are payable annually at .4% per annum until November 25, 2017 at which time the principal and accrued interest is payable in full.		
Note receivable - Toiyabe Investment Co	28,417.17	28,418.00
Note receivable dated June 18, 2013 in the amount of \$1,745.00. Interest is accrued at 3% per annum. Originating from a \$1,745.00 advance to Toiyabe Investment Company. Additional advances totaling \$26,672.17 have been attached to this note by agreement. Interest is payable annually and the principal and accrued interest is payable June 18, 2016. The June 18, 2014 and June 18, 2015 interest payments have been extended by agreement.		
Note receivable - BBB Investments LLC	11,021.42	11,022.00
Note receivable in the amount of \$1,338.96 dated August 8, 2013. Interest is accrued at 3% per annum. Originating from a \$1,338.96 advance to BBB Investments, LLC. Additional advances totaling \$9,682.46 have been attached to this note by agreement. Interest is payable annually and the principal and accrued interest is payable August 8, 2016. The August 8, 2014 and August 8, 2015 interest payments have been extended by agreement.		
Note receivable - Bright Holland Co (Note #4)	2,520.76	2,521.00
Note receivable dated November 29, 2013 in the amount of \$2,500.00. Interest is accrued at 3% per annum. Originating from a \$2,500.00 payment on behalf of Bright-Holland Company. Additional advances totaling \$5,082.45 have been attached to this note by agreement. Interest is payable annually and the principal and accrued interest is payable November 29, 2016. The November 29, 2014 interest payment has been extended by agreement.		

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE J1 - NOTES AND OTHER RECEIVABLES, END OF YEAR
As of March 31, 2015

	<u>Fiduciary Acquisition Value</u>	<u>Estimated Value</u>
NOTES AND OTHER RECEIVABLES (continued):		
Jaksick Family LLC receivable	50.00	50.00
Duck Flat Ranch LLC receivable	300.00	300.00
Duck Lake Ranch LLC receivable	100.00	100.00
SST Westridge LLC receivable	425.00	425.00
TOTAL NOTES AND OTHER RECEIVABLES	<u>\$ 914,280.83</u>	<u>\$ 914,287.00</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE J2 - CLOSELY HELD BUSINESSES, END OF YEAR
As of March 31, 2015

	<u>Fiduciary Acquisition Value</u>	<u>Estimated Value</u>
CLOSELY HELD BUSINESSES:		
Toiyabe Investment Co (50% interest)	895,000.00	895,000.00
Buckhorn Land & Livestock, LLC (25% interest)	319,614.66	320,000.00
Shakey's USA Inc (40,000 shares)	64,400.00	65,000.00
Duck Flat Ranch LLC (49% interest)	109,000.00	109,000.00
Basecamp LLC (18.75% interest)	33,441.43	34,000.00
SST Westridge LLC (25% interest)	28,068.75	29,000.00
Montreux Golf Club Ltd (1% interest)	23,000.00	23,000.00
Samuel S Jaksick Jr IV LLC (100% interest)	20,000.00	20,000.00
BBB Investments (49% interest)	11,000.00	11,000.00
Lakeridge Golf Course Ltd (1% interest)	8,000.00	8,000.00
Gerlach Green Energy LLC (45% interest)	3,000.00	3,000.00
SJ Ranch LLC	79,979.40	-
ALSB LTD (100% interest)	-	-
Bent Arrow LLC (100% interest)	-	-
Lake-Ridge Corporation (100% interest)	-	-
Samuel S Jaksick Jr I LLC (100% interest)	-	-
Samuel S Jaksick Jr II LLC (100% interest)	-	-
Spring Mountain NV Development Co (25% interest)	-	-
White Pine Lumber Co (100% interest)	-	-
TOTAL CLOSELY HELD BUSINESSES	<u>\$ 1,594,504.24</u>	<u>\$ 1,517,000.00</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE K - NON-CASH TRANSACTIONS
For the period beginning April 1, 2014 and ending March 31, 2015

<u>Date</u>	<u>Descriptions</u>	<u>Principal</u>	<u>Income</u>
NON-CASH RECEIPTS:			
2/6/2014	ALSB Ltd. (a 100% trust owned entity) made a payment to the Dilts and Kappeler Family Trust dated October 28, 1999 and the Durham Family Trust dated August 27, 1986 on behalf the Samuel S Jaksick Jr. Family Trust. The amount was applied to unpaid balance on an existing note receivable from ALSB Ltd. The total payment of \$40,000 was applied to the principal balance of the ALSB LTD note receivable in the amount of \$39,818.86 and accrued interest of \$181.14.	\$ 39,818.86	\$ 181.14
4/15/2014	White Pine Lumber Company (a 100% trust owned entity) made a payment to the Estate of Samuel S Jaksick Jr on behalf of the Samuel S Jaksick Jr. Family trust to repay an outstanding obligation. The amount was applied to unpaid balance on an existing note receivable from White Pine Lumber Company. The total payment of \$49,030 was applied to the principal balance of the White Pine Lumber Company note receivable in the amount of \$48,946.97 and accrued interest of \$83.03.	48,946.97	83.03
4/21/2014	Bright-Holland Company (a related party) paid a trust debt on behalf of the Samuel S Jaksick Jr. Family trust. The amount was applied to unpaid balance on an existing note receivable from Bright-Holland Company.	113.05	-
6/4/2014	Principal and accrued interest on distributed note receivable from Jaksick Family LLC	2,902.22	9.39
6/4/2014	Principal and accrued interest on distributed note receivable from Todd Jaksick Family Trust	122,000.00	501.36
6/4/2014	Principal and accrued interest on distributed note receivable from Bright-Holland Company	267,315.68	13,636.42
3/31/2015	The Co-trustees are holding three dividend checks that were received from United Technologies.	-	254.80
3/1/2014	Wendy Jaksick - March 2014 rental income		1,200.00
4/1/2014	Wendy Jaksick - April 2014 rental income		1,454.32
5/1/2014	Wendy Jaksick - May 2014 rental income		1,577.65
6/1/2014	Wendy Jaksick - June 2014 rental income		1,987.74
7/1/2014	Wendy Jaksick - July 2014 rental income		2,357.06
8/1/2014	Wendy Jaksick - August 2014 rental income		2,135.47
9/1/2014	Wendy Jaksick - September 2014 rental income		2,150.00
10/1/2014	Wendy Jaksick - October 2014 rental income		1,847.05
11/1/2014	Wendy Jaksick - November 2014 rental income		1,500.00
TOTAL NON-CASH RECEIPTS		<u><u>\$ 481,096.78</u></u>	<u><u>\$ 30,875.43</u></u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE K - NON-CASH TRANSACTIONS
For the period beginning April 1, 2014 and ending March 31, 2015

<u>Date</u>	<u>Descriptions</u>	<u>Principal</u>	<u>Income</u>
NON-CASH PAYMENTS OF TRUST DEBTS:			
7/31/2013	To correct prior year payment of Trust debt to Lakeridge Golf Course Ltd with respect to the interest charged against the loan previously reported as entirely a payment of principal.	\$ (1,186.90)	\$ 1,186.90
9/30/2013	To correct prior year payment of Trust debt to Lakeridge Golf Course Ltd with respect to the interest charged against the loan previously reported as entirely a payment of principal.	(639.47)	639.47
9/13/2013	To record payment of Trust debt to Janene Jaksick by Montreux Development Group LLC.	3,485.08	-
4/9/2014	To record loan payment to Nevada State Bank by Lakeridge Golf Course, LLC.	-	562.91
4/15/2014	White Pine Lumber Company (a 100% trust owned entity) made a payment to the Estate of Samuel S Jaksick Jr on behalf of the Samuel S Jaksick Jr. Family trust to repay an outstanding obligation.	49,030.00	-
2/24/2015	Canceled debt from settlement with Citibank N.A.	40,045.49	-
3/4/2015	Canceled debt from settlement with Bank of the West	2,925.16	-
3/13/2015	Canceled debt from settlement with American Express Bank	352.23	-
TOTAL NON-CASH PAYMENTS OF TRUST DEBTS		<u><u>\$ 94,011.59</u></u>	<u><u>\$ 2,389.28</u></u>
NON-CASH FINANCING ACTIVITY:			
9/13/2013	To record advance from Montreux Development Group, LLC for payment of Trust debt to Janene Jaksick.	\$ 3,485.08	\$ -
4/9/2014	To record advance for Lakeridge Golf Course, LLC's payment of Nevada State Bank loan payment.	562.91	-
7/17/2014	Assumption of Lakecrest Realty, Inc. debts as a result of the liquidation of Lakecrest Realty Inc.	20,487.63	-
12/19/2014	Loan agreement to Montreux Development Group, LLC in exchange for finance and security agreement in favor of Buckhorn Land & Livestock LLC.	110,000.00	-
TOTAL NON-CASH FINANCING ACTIVITY		<u><u>\$ 134,535.62</u></u>	<u><u>\$ -</u></u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE K - NON-CASH TRANSACTIONS
For the period beginning April 1, 2014 and ending March 31, 2015

<u>Date</u>	<u>Descriptions</u>	<u>Principal</u>	<u>Income</u>
NON-CASH INVESTMENT ACTIVITY:			
2/6/2014	Capital investment credited by Buckhorn Land & Livestock LLC to the Samuel S Jaksick Jr Family Trust from the payment of Buckhorn Land & Livestock Debt. ALSB Ltd. (a 100% trust owned entity) made a payment to the Dilts and Kappeler Family Trust dated October 28, 1999 and the Durham Family Trust dated August 27, 1986 which are creditors of Buckhorn Land & Livestock LLC. The payment was made to perform on an outstanding guarantee against the Samuel S Jaksick Jr Trust.	\$ 40,000.00	\$ -
12/19/2014	Capital investment credited by Buckhorn Land & Livestock LLC to the Samuel S Jaksick Jr Family Trust from the payment of Buckhorn Land & Livestock Debt. Montreux Development Group LLC (a partially owned trust entity) offered security on an unsold lot to the Dilts and Kappeler Family Trust dated October 28, 1999 (Dilts) and the Durham Family Trust dated August 27, 1986 (Durham) which are creditors of Buckhorn Land & Livestock LLC. The Samuel S Jaksick Family Trust was subject to an outstanding guarantee of the debts. The security was offered in exchange for a release from all outstanding debts payable to Dilts and Durham. The trust has agreed to repay Montreux Development Group LLC if it should be forced to perform on the note.	110,000.00	-
TOTAL NON-CASH INVESTMENT ACTIVITY		\$ 150,000.00	\$ -

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE L - NOTES AND OTHER RECEIVABLES ACTIVITY
For the period beginning April 1, 2014 and ending March 31, 2015

<u>Date</u>	<u>Description</u>	<u>Amounts</u>	<u>Totals</u>
NOTES AND OTHER RECEIVABLES ACTIVITY:			
<u>Note receivable Todd Jaksick Family Trust (Note #2)</u>			
4/1/2014	Balance		\$ 122,000.00
6/3/2014	Distribution to the Todd B Jaksick Trust	\$ (122,000.00)	(122,000.00)
	Balance, Todd Jaksick Family Trust (Note #2)		\$ -
<u>Note receivable Bright Holland (Note #1)</u>			
4/1/2014	Balance		\$ 267,315.68
6/4/2014	Distribution of note to beneficiaries	(267,315.68)	(267,315.68)
	Balance, Bright Holland Co		\$ -
<u>Note receivable Bright Holland (Note #2)</u>			
4/1/2014	Balance		\$ 114,550.06
6/25/2014	Payment to American AgCredit on behalf of Bright-Holland	35,203.00	35,203.00
	Balance, Bright Holland Co		\$ 149,753.06
<u>Note Receivable Bright Holland (Note #3)</u>			
4/1/2014	Balance		\$ -
7/2/2014	Advance to Bright-Holland Company	10,000.00	
9/2/2014	Credit applied from American AgCredit funds held account	5,160.00	
1/28/2015	Payment received	(15,160.00)	-
	Balance, Bright Holland Co		\$ -
<u>Note receivable Bright Holland (Note #4)</u>			
4/1/2014	Balance		\$ 5,000.00
4/21/2014	Payment to Pierre Hascheff Chtd on behalf of Bright-Holland	2,469.40	
4/30/2014	Payment received	(4,948.64)	(2,479.24)
	Balance, Bright Holland Co		\$ 2,520.76
<u>Receivable ALSB Ltd</u>			
4/1/2014	Balance		\$ 218,216.70
	ALSB Ltd. (a 100% trust owned entity) made a payment to the Dilts and Kappeler Family Trust dated October 28, 1999 and the Durham Family Trust dated August 27, 1986 on behalf the Samuel S Jaksick Jr. Family Trust. The amount was applied to unpaid balance on an existing note receivable from ALSB Ltd. The total payment of \$40,000 was applied to the principal balance of the ALSB LTD note receivable in the amount of		
2/6/2014	\$39,818.86 and accrued interest of \$181.14.	(39,818.86)	
7/21/2014	Payment to George Brown on behalf of ALSB	3,350.00	
1/13/2015	Payment to George Brown on behalf of ALSB	7,384.00	
3/30/2015	Payment to NV Secretary of State on behalf of ALSB	325.00	(28,759.86)
	Balance, ALSB Ltd		\$ 189,456.84

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE L - NOTES AND OTHER RECEIVABLES ACTIVITY
For the period beginning April 1, 2014 and ending March 31, 2015

<u>Date</u>	<u>Description</u>	<u>Amounts</u>	<u>Totals</u>
NOTES RECEIVABLE ACTIVITY (continued):			
<u>Receivable Duck Flat Ranch, LLC</u>			
4/1/2014	Balance		\$ 100.00
7/17/2014	Assumption of debt from Lakecrest Realty, Inc.	100.00	
2/4/2015	Advance	100.00	200.00
	Balance, Duck Flat Ranch LLC		\$ 300.00
<u>Receivable Jaksick Family LLC #1</u>			
4/1/2014	Balance		\$ 2,902.22
6/4/2014	Distribution of Note Receivable to beneficiary	(2,902.22)	(2,902.22)
	Balance, Jaksick Family LLC		\$ -
<u>Receivable Jaksick Family LLC #2</u>			
4/1/2014	Balance		\$ -
5/5/2014	Advance	50.00	50.00
	Balance, Jaksick Family LLC		\$ 50.00
<u>Receivable Fly Ranch, LLC</u>			
4/1/2014	Balance		\$ 100.00
3/3/2014	Loss on liquidation of Fly Ranch LLC	(100.00)	(100.00)
	Balance, Fly Ranch LLC		\$ -
<u>Receivable SST Westridge, LLC</u>			
4/1/2014	Balance		\$ 100.00
	Payment to Nevada Secretary of State on behalf of SST		
5/2/2014	Westridge LLC	325.00	325.00
	Balance, SST Westridge LLC		\$ 425.00
<u>Note receivable Toiyabe Investment Co</u>			
4/1/2014	Balance		\$ 16,659.57
4/21/2014	Payment to Pierre Hascheff Chtd on behalf of Toiyabe	205.60	
5/19/2014	Payment to Pierre Hascheff Chtd on behalf of Toiyabe	2,000.00	
6/30/2014	Payment to Pierre Hascheff Chtd on behalf of Toiyabe	2,000.00	
8/19/2014	Payment to Pierre Hascheff Chtd on behalf of Toiyabe	2,000.00	
9/2/2014	Payment to Pierre Hascheff Chtd on behalf of Toiyabe	2,000.00	
9/2/2014	Toiyabe Investment Co	3,552.00	11,757.60
	Balance, Toiyabe Investment Co		\$ 28,417.17
<u>Note Receivable Wendy Jaksick</u>			
4/21/2013	Balance		\$ -
11/25/2014	Conversion to note receivable from Wendy Jaksick	59,983.29	
11/25/2014	Voided check # 9303 payable to Wendy Jaksick	(723.00)	59,260.29
	Balance, Wendy Jaksick		\$ 59,260.29

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE L - NOTES AND OTHER RECEIVABLES ACTIVITY
For the period beginning April 1, 2014 and ending March 31, 2015

<u>Date</u>	<u>Description</u>	<u>Amounts</u>	<u>Totals</u>
NOTES RECEIVABLE ACTIVITY (continued):			
<u>Receivable Wendy Jaksick</u>			
4/21/2013	Balance		\$ 40,051.00
3/1/2014	Wendy Jaksick - March 2014 rental income	1,200.00	
4/1/2014	Wendy Jaksick - April 2014 rental income	1,454.32	
4/15/2014	Wendy Jaksick	723.00	
5/1/2014	Wendy Jaksick - May 2014 rental income	1,577.65	
5/1/2014	Wendy Jaksick	1,500.00	
5/15/2014	Wendy Jaksick	1,500.00	
6/1/2014	Wendy Jaksick - June 2014 rental income	1,987.74	
7/1/2014	Wendy Jaksick - July 2014 rental income	2,357.06	
8/1/2014	Wendy Jaksick - August 2014 rental income	2,135.47	
9/1/2014	Wendy Jaksick - September 2014 rental income	2,150.00	
10/1/2014	Wendy Jaksick - October 2014 rental income	1,847.05	
11/1/2014	Wendy Jaksick - November 2014 rental income	1,500.00	
11/25/2014	Conversion to note receivable from Wendy Jaksick	(59,983.29)	(40,051.00)
	Balance, Wendy Jaksick		\$ -
<u>Note receivable White Pine Lumber Co</u>			
4/21/2013	Balance		\$ 104,478.11
4/12/2014	Ally	256.27	
	The amount applied to unpaid balance on an existing note receivable from White Pine Lumber Company as a result of White Pine Lumber Company paying a trust debt on its behalf. The total payment of \$49,030 was applied to the principal balance in the amount of \$48,946.97 and accrued interest of		
4/15/2014	\$83.03.	(48,946.97)	
4/30/2014	American Ag Credit	6,681.48	
5/12/2014	Ally	256.27	
5/30/2014	American Ag Credit	6,681.48	
6/12/2014	Ally	256.27	
7/1/2014	American Ag Credit	6,681.48	
7/10/2014	Ally	256.27	
7/16/2014	Payment received	(50,782.87)	
7/24/2014	American Ag Credit	6,681.48	
8/28/2014	American Ag Credit	6,681.48	
9/2/2014	American Ag Credit	6,681.48	
11/3/2014	American Ag Credit	6,681.48	
12/22/2014	White Pine Lumber Company	6,700.00	
1/12/2015	American AgCredit	6,681.48	
1/28/2015	Payment to IRS on behalf of White Pine Lumber Company	104,191.00	
2/13/2015	American AgCredit	7,015.55	
3/1/2015	American AgCredit	6,681.48	79,335.11
	Balance, White Pine Lumber Co		\$ 183,813.22

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE M - INVESTMENT ACTIVITY
For the period beginning April 1, 2014 and ending March 31, 2015

<u>Date</u>	<u>Descriptions</u>	<u>Amounts</u>	<u>Totals</u>
INVESTMENT ACTIVITY:			
<u>SSJ LLC</u>			
4/1/2014	Balance		\$ 43,647.00
7/17/2014	loss on liquidation of LLC investment	\$ (43,547.00)	
9/9/14	State of Nevada (refund from Lakecrest realty)	(100.00)	(43,647.00)
	Balance, SSJ LLC		<u>\$ -</u>
<u>Pioneer Group Inc</u>			
4/1/2014	Balance		\$ 4,335,000.00
1/1/2015	Loss on the distribution of stock	(904,246.00)	
	Distribution of 48,341 shares to Todd B Jaksick Family		
1/1/2015	Trust	(551,000.00)	
	Distribution of 48,341 shares to Stanley S Jaksick 2013		
1/1/2015	Revocable Trust	(551,000.00)	
	Distribution of 102,184 shares to Todd B Jaksick Trust		
1/1/2015	under the Samuel S Jaksick Jr Family Trust	(1,164,377.00)	
	Distribution of 102,184 shares to Stanley S Jaksick		
1/1/2015	Trust under the Samuel S Jaksick Jr Family Trust	(1,164,377.00)	(4,335,000.00)
	Balance, Pioneer Group Inc.		<u>\$ -</u>
<u>Shakeys USA Inc</u>			
4/1/2014	Balance		\$ 128,800.00
	Distribution of 20,000 shares to Samuel S Jaksick		
4/14/2014	Grandchild Trust #2	(32,200.00)	
	Distribution of 20,000 shares to Samuel S Jaksick		
4/14/2014	Grandchild Trust #3	(32,200.00)	(64,400.00)
	Balance, Shakeys USA Inc.		<u>\$ 64,400.00</u>
<u>Lakecrest Realty Inc.</u>			
4/1/2014	Fiduciary acquisition value		\$ 17,069.66
4/15/14	AT&T -refund from Lakecrest Realty	(40.50)	
4/23/14	Hartford Insurance - refund	(819.00)	
7/17/2014	loss on liquidation of corporate investment	(15,604.23)	
2/4/15	South Truckee Improvement Dist	(505.93)	
3/19/15	State of Nevada - refund Lakecrest Realty	(100.00)	(17,069.66)
	Balance, Lakecrest Realty Inc.		<u>\$ -</u>
<u>SJ Ranch, LLC</u>			
4/1/2014	Fiduciary acquisition value		\$ 41,008.31
9/2/2014	Investment	38,971.09	38,971.09
	Balance, SJ Ranch, LLC		<u>\$ 79,979.40</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE M - INVESTMENT ACTIVITY
For the period beginning April 1, 2014 and ending March 31, 2015

<u>Date</u>	<u>Descriptions</u>	<u>Amounts</u>	<u>Totals</u>
INVESTMENT ACTIVITY (continued):			
<u>Buckhorn Land & Livestock LLC</u>			
4/1/2014	Fiduciary acquisition value		\$ 143,336.50
	Capital investment credited by Buckhorn Land & Livestock LLC to the Samuel S Jaksick Jr Family Trust		
2/6/2014	from the payment of Buckhorn Land & Livestock Debt.	40,000.00	
6/25/2014	Investment	28,072.00	
8/28/2014	Investment	4,800.00	
9/5/2014	Funds received	(6,593.84)	
	Capital investment credited by Buckhorn Land & Livestock LLC to the Samuel S Jaksick Jr Family Trust		
12/19/2014	from the payment of Buckhorn Land & Livestock Debt.	110,000.00	176,278.16
	Balance, Buckhorn Land & Livestock, LLC		\$ 319,614.66
<u>Basecamp LLC</u>			
5/13/2014	Fiduciary acquisition value		\$ 34,134.11
7/30/2014	Liquidating payment received	(173.17)	
9/9/2014	Liquidating payment received	(173.17)	
4/17/2014	Liquidating payment received	(173.17)	
4/17/2014	Liquidating payment received	(173.17)	(692.68)
	Balance, Basecamp LLC		\$ 33,441.43
<u>SST Westridge LLC</u>			
4/1/2014	Fiduciary acquisition value		\$ 28,000.00
11/11/2014	Investment	68.75	68.75
	Balance, SST Westridge LLC		\$ 28,068.75
<u>Samuel S Jaksick IV LLC</u>			
4/1/2014	Fiduciary acquisition value		\$ -
7/25/2013	Dissolution of Samuel S Jaksick IV, LLC	-	-
	Balance, Samuel S Jaksick IV LLC		\$ -
<u>Fly Ranch LLC</u>			
4/1/2014	Fiduciary acquisition value		\$ 100.00
10/4/2013	Loss on liquidation of Fly Ranch, LLC	(100.00)	(100.00)
	Balance, Fly Ranch LLC		\$ -
<u>California Bighorn LLC</u>			
4/1/2014	Fiduciary acquisition value		\$ -
10/4/2013	Dissolution of California Bighorn, LLC	-	-
	Balance, California Bighorn LLC		\$ -

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE N - RECONCILIATION OF ACCOUNT TRANSFERS
For the period beginning April 1, 2014 and ending March 31, 2015

	<u>Schedule</u>	<u>Totals</u>
TRANSFERS IN:		
First Interstate Bank	1	\$ 10,002.32
American AgCredit	3	<u>282,444.00</u>
TOTAL TRANSFERS IN		<u>\$ 292,446.32</u>
TRANSFERS OUT:		
First Interstate Bank	1	\$ 10,000.00
RBC	2	282,444.00
Wells Fargo Savings	5	<u>2.32</u>
TOTAL TRANSFERS OUT		<u>\$ 292,446.32</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE O - UNPAID CLAIMS AND TRUST DEBTS
As of March 31, 2015

	<u>Amounts</u>
UNPAID CLAIMS AND TRUST DEBTS:	
Internal Revenue Service Estate taxes	\$ 540,964.00
Internal Revenue Service Taxes due on 2014 Fiduciary income tax returns of \$247,667 less amounts paid of \$37,358	210,309.00
Colorado Department of Revenue Taxes due on 2014 Fiduciary income tax returns	35,698.00
Colorado Department of Revenue Taxes due on 2014 Fiduciary income tax returns	21,233.00
Note Payable - American AgCredit (49% of joint obligation) Original note dated August 20, 2004 in the amount of \$2,960,000 due and payable September 1, 2024. Principal and interest payments in the amount of \$222,928.10 are payable annually on September 1. Interest on the note is fixed at 6.05% per annum. Todd Jaksick is jointly obligated on this note and is apportioned 51% of the balance. The outstanding principal balance as of March 31, 2015 is \$1,519,082.29. The note is secured by real property and cross collateralized with real estate owned by SJ Ranch, LLC, Duck Lake Ranch, LLC, and White Pine Lumber Co.	744,350.32
Note Payable - Western Alliance Bank dba First Independent Bank Dated January 31, 2015. Principal amount of \$445,277.42 due and payable February 15, 2016. Interest on the note is at 5.5% per annum and is payable monthly. The note is secured by real property.	435,277.42
Janene Jaksick by agreement (settled for \$50,000 on August 5, 2015)	334,255.63
Note Payable - Chase Mortgage Original note in the amount of \$455,000. Principal and interest payments in the amount of \$2,019.55 are payable monthly. Interest on the note is variable at 3.278% per annum. The note is secured by 4005 Quail Rock Lane.	317,705.88
Note Payable - Wendy Jaksick (from life insurance trust) Principal amount of \$231,432.07 and accrued interest is due and payable December 31, 2017. Interest is payable annually at 5% per annum with a default rate of 12% per annum. Currently in default. Interest is accrued at 5% annual rate.	292,143.35
Note Payable - Todd Jaksick (from life insurance trust) Principal amount of \$231,432.07 and accrued interest is due and payable December 31, 2017. Interest is payable annually at 5% per annum with a default rate of 12% per annum. Currently in default. Interest is accrued at 5% annual rate.	292,143.35

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE O - UNPAID CLAIMS AND TRUST DEBTS
As of March 31, 2015

	<u>Amounts</u>
UNPAID CLAIMS AND TRUST DEBTS (continued):	
Note Payable - Stan Jaksick (from life insurance trust) Principal amount of \$231,432.07 and accrued interest is due and payable December 31, 2017. Interest is payable annually at 5% per annum with a default rate of 12% per annum. Currently in default. Interest is accrued at 5% annual rate.	292,143.35
Note payable - Lakeridge Golf Course Ltd Note payable dated April 9, 2014 originating from a \$562.91 payment made by Lakeridge Golf Course Ltd on behalf of the trust. The note accrues interest at 3% per annum. Several additional advances totaling \$190,607 to the trust have been attached to this note by agreement. Interest is payable annually and the note and accrued interest is payable April 9, 2017. The April 9, 2015 interest payment has been extended to December 31, 2015.	191,169.91
Note payable - SSJ's Issue Trust Original principal in the amount of \$150,000 dated September 25, 2014. The note bears interest of 6% annually. The entire note and accrued interest matures September 25, 2015 (extended to 12/31/15 along with an increased interest rate of 7% per annum). The note is secured by 4005 Quail Rock Lane.	150,000.00
Note payable - SSJ's Issue Trust Original principal in the amount of \$115,000 dated August 28, 2014. The note bears interest of 6% annually and is payable in semi annual installments. The entire note and accrued interest matures August 28, 2016. The February 28, 2015 and August 28, 2015 interest payments were extended to December 31, 2015 along with an increased interest rate to 7% per annum. The note is secured by 27,500 shares of Toiyabe Investment Company.	115,000.00
Note Payable - Montreux Development Group LLC Original principal in the amount of \$110,000. The note bears interest at 5% and all principal and accrued interest is due six months from the date Montreux Development Group, LLC pays a third party under a separate note payable which is due December 12, 2015.	110,000.00
Note Payable - Nevada State Bank Dated May 1, 2013. Original principal in the amount of \$147,471.94 due and payable February 1, 2016. Principal and interest payments in the amount of \$5,227.60 are payable monthly. Interest on the note is fixed at 4.75% per annum. The note is secured by real property.	98,976.05
Payable - Duck Flat Ranch LLC Payable originating from an advance to Samuel Jaksick Jr dated May 12, 2010 in the amount of \$74,487.26. Interest is accrued at 5% per annum. There are no repayment terms for this payable.	85,446.07

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE O - UNPAID CLAIMS AND TRUST DEBTS
As of March 31, 2015

	<u>Amounts</u>
UNPAID CLAIMS AND TRUST DEBTS (continued):	
Payable - Lakeridge Golf Course Ltd Payables originating from several advances to Samuel Jaksick Jr. beginning December 31, 2012 and totaling \$142,976.09. Interest is accrued at 3% per annum. There are no repayment terms for this payable.	78,183.66
Note payable - Stan Jaksick Original principal in the amount of \$100,000 dated February 15, 2012. The note provided that principal and accrued interest is payable February 15, 2014 at 5% per annum. The note was extended to June 30, 2016.	61,187.95
Note Payable - Montreux Development Group LLC Note payable dated September 3, 2013 originating from a \$3,485.08 payment made by Montreux Development Group LLC on behalf of the trust. Interest is accrued at 3% per annum. Several additional advances totaling \$105,000 to the trust have been attached to this note by agreement. Interest is payable annually and the note and accrued interest is payable September 3, 2016. The September 3, 2015 interest payment has been extended to December 31, 2015.	38,485.08
Note payable, Jaksick Family LLC Note payable dated May 30, 2014 in the amount of \$34,000. Principal and accrued interest at 3% annually is due and payable on December 31, 2016.	34,000.00
Bank of America - credit card Past due and in default	17,282.05
Maupin Cox & LeGoy, legal fees on account	13,143.70
Rossmann MacDonald & Benetti, accounting fees on account	10,227.10
Note payable - Montreux Golf Club Ltd Note payable dated July 15, 2013 in the amount of \$1,119.99 originating from payments for health insurance on behalf of employees of the trust. Interest is accrued at 3% per annum. Several additional advances amounting to \$7,031 are attached to this note by agreement. Interest is payable annually and the note and accrued interest is payable July 15, 2016. The first and second interest payments have been extended to December 31, 2015 by agreement. The maturity date of the note was extended to December 31, 2016 by agreement.	8,150.99

See accountant's compilation report

EXHIBIT 6.b

EXHIBIT 6.b

EXHIBIT 6.b

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE O - UNPAID CLAIMS AND TRUST DEBTS
As of March 31, 2015

	<u>Amounts</u>
UNPAID CLAIMS AND TRUST DEBTS (continued):	
Note Payable - Nevada Pronghorn LLC Note payable dated July 19, 2013 in the amount of \$5,750. The original note indicated that principal and accrued interest (at .18%) is due and payable on December 31, 2013, but was extended to December 31, 2014 along with an adjustment to the interest rate to 1.5% annually, and extended again to June 30, 2016, along with an adjustment to the interest rate to 3.0% annually.	5,750.00
Note Payable - Nevada Pronghorn LLC Note payable dated July 23, 2013 in the amount of \$5,500. The original note indicated that principal and accrued interest (at .18%) is due and payable on December 31, 2013, but was extended to December 31, 2014 along with an adjustment to the interest rate to 1.5% annually, and extended again to June 30, 2016, along with an adjustment to the interest rate to 3.0% annually.	5,500.00
Montreux Development Group LLC, 4005 Quail Rock improvements on account	4,402.16
Washoe County Treasurer, property taxes on 4005 Quail Rock Lane	4,188.74
Basecamp, LLC, (assumed debt from Lakecrest Realty, Inc. liquidation)	1,422.63
Lewis Roca Rothberger, legal fees on account	1,348.50
Lakeridge Golf Course, reimbursements on account	1,187.34
Toiyabe Investment Company, (assumed debt from Lakecrest Realty, Inc. liquidation)	750.00
Stan Jaksick, reimbursements	635.00
TOTAL UNPAID CLAIMS AND TRUST DEBTS	<u>\$ 4,552,660.23</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE P - CONTINGENT TRUST OBLIGATIONS
As of March 31, 2015

	<u>Amounts</u>
CONTINGENT TRUST OBLIGATIONS:	
Note Payable - American AgCredit FLCA (51% of joint obligation)	774,731.97
Original note dated August 20, 2004 Samuel S Jaksick Jr and Todd Jaksick jointly in the amount of \$2,960,000 due and payable September 1, 2024. Principal and interest payments in the amount of \$222,928.10 are payable annually on September 1. Interest on the note is fixed at 6.05% per annum. Todd Jaksick is jointly obligated on this note and is apportioned 51% of the balance. The outstanding principal balance as of March 31, 2015 is \$1,519,082.29. The note is secured by real property and cross collateralized with real estate owned by Bright-Holland Company, SJ Ranch, LLC, Duck Lake Ranch, LLC, and White Pine Lumber Co.	
Note Payable, American AgCredit FLCA	507,488.19
Original note dated January 22, 2003 in the amount of \$2,345,000 to White Pine Lumber Company. The Samuel S Jaksick, Jr. Trust is a guarantor pursuant to an amended and restated Continuing Guarantee agreement December 5, 2013. Payable in monthly installments of \$6,681.48 including interest at 6.05% beginning March 1, 2014 and continuing until March 1, 2023 at which time the principal and accrued interest is due and payable. The note is secured by real property and cross collateralized with real estate owned by Bright-Holland Company, SJ Ranch, LLC, Duck Lake Ranch, LLC, and White Pine Lumber Co.	
Note Payable, American AgCredit FLCA	310,122.33
Original note dated June 20, 2001 in the amount of \$2,305,335 to Bright-Holland Company. The Samuel S Jaksick, Jr. Trust is a guarantor pursuant to an amended and restated Continuing Guarantee agreement dated December 5, 2013. Pursuant to an amendment to the loan dated December 5, 2013, the loan is payable in one installment of principal of \$34,785.61 and accrued interest at 6.05% on July 1, 2014 and beginning July 1, 2015 the loan is payable in annual installments of \$55,652.54 including interest at 6.05% and continuing until July 1, 2021 at which time the principal and accrued interest is due and payable. The note is secured by real property and cross collateralized with real estate owned by Bright-Holland Company, SJ Ranch, LLC, Duck Lake Ranch, LLC, and White Pine Lumber Co.	
Note Payable, American AgCredit FLCA	228,517.66
Original note dated October 2, 2001 in the amount of \$450,000 to SJ Ranch LLC. The Samuel S Jaksick Jr Family Trust is a guarantor pursuant to an amended and restated Continuing Guarantee agreement dated December 5, 2013. Payable in annual installments of \$41,008.31 including interest at 6.05% continuing until September 1, 2021 at which time the principal and accrued interest is due and payable. The note is secured by real property and cross collateralized with real estate owned by Bright-Holland Company, SJ Ranch, LLC, Duck Lake Ranch, LLC, and White Pine Lumber Co.	

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE P - CONTINGENT TRUST OBLIGATIONS
As of March 31, 2015

	<u>Amounts</u>
CONTINGENT TRUST OBLIGATIONS (continued):	
Note Payable, George J Brown 1986 Revocable Trust	184,603.00
Original note dated March 19, 2012 in the amount of \$184,603 to ALSB Ltd. The Samuel S Jaksick Jr Family Trust is a guarantor. The note bears interest at 8% annually and is payable in principal and interest installments of \$55,526 on May 20, 2015, \$48,933 on March 20, 2016, \$43,760 on September 20, 2016, and \$55,440 on January 20, 2017.	
Todd B Jaksick indemnification agreement which substantively indicates that Todd B Jaksick and related entities are indemnified against the trust from having to perform on obligations in excess of their respective interests.	unknown
Note payable to Dilts and Kappeler Family Trust in the amount of \$1,250,000 was paid off in its entirety by Buckhorn Land & Livestock, LLC on December 19, 2014.	-
Note payable to Durham Family Trust in the amount of \$713,978 was paid off in its entirety by Buckhorn Land & Livestock, LLC on December 19, 2014.	-
Eugene Canepa v. Samuel S Jaksick Jr in the amount of \$437,118.83 was settled in mediation by the insurance carrier Nevada Capital during May 2015.	-
TOTAL CONTINGENT TRUST OBLIGATIONS	<u>\$ 2,005,463.15</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1 - SUMMARY OF ACCOUNT
FIRST INDEPENDENT BANK #772
For the period beginning April 1, 2014 and ending March 31, 2015

	<u>Schedule</u>	<u>Amounts</u>	<u>Totals</u>
ASSETS ON HAND APRIL 1, 2014			\$ 20,301.37
ADDITIONS:			
<u>Receipts of principal:</u>			
Loan proceeds received	1A	\$ 519,607.00	
Total receipts of principal		519,607.00	
<u>Receipts of income:</u>			
Income	1B	288,619.08	
Income from interest on loans	1C	214.49	
Total receipts of income		288,833.57	
<u>Other additions:</u>			
Collections on loans receivable	1C	59,056.51	
Collections on investments	1D	8,851.95	
Transfers in	1E	10,002.32	
Total other additions		77,910.78	
TOTAL ADDITIONS			\$ 886,351.35
TOTAL CHARGEABLE ASSETS			\$ 906,652.72
DEDUCTIONS:			
<u>Other deductions:</u>			
Transfers out	1F	10,000.00	
Loans made and advances	1G	129,560.44	
Investments made	1H	71,911.84	
Total other deductions		211,472.28	
<u>Deductions from principal:</u>			
Expenses	1I	111,456.53	
Deductions to pay trust debts	1J	322,521.94	
Total deductions from principal		433,978.47	
<u>Deductions from income:</u>			
Expenses	1I	168,627.50	
Deductions to pay interest	1J	87,111.95	
Total deductions from income		255,739.45	
LESS: TOTAL DEDUCTIONS			901,190.20
ASSETS ON HAND, MARCH 31, 2015			\$ 5,462.52

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1A - LOAN PROCEEDS RECEIVED
FIRST INDEPENDENT BANK #772

For the period beginning April 1, 2014 and ending March 31, 2015

<u>Date</u>	<u>Payor</u>	<u>Amount</u>	<u>Totals</u>
LOAN PROCEEDS RECEIVED:			
5/30/14	Jaksick Family LLC	34,000.00	
	Total Jaksick Family LLC	<u>34,000.00</u>	
5/2/14	Lakeridge Golf Course Ltd	36,000.00	
6/19/14	Lakeridge Golf Course Ltd	63,275.00	
7/2/14	Lakeridge Golf Course Ltd	6,682.00	
7/14/14	Lakeridge Golf Course Ltd	44,000.00	
11/12/14	Lakeridge Golf Course Ltd	17,000.00	
11/18/14	Lakeridge Golf Course Ltd	6,450.00	
12/16/14	Lakeridge Golf Course Ltd	6,700.00	
12/30/14	Lakeridge Golf Course Ltd	5,000.00	
12/31/14	Lakeridge Golf Course Ltd	5,500.00	
	Total Lakeridge Golf Course	<u>190,607.00</u>	
7/9/14	Montreux Development Group LLC	20,000.00	
7/14/14	Montreux Development Group LLC	10,000.00	
	Total Montreux Development Group, LLC	<u>\$ 30,000.00</u>	
8/22/14	SSJ's Issue Trust	\$ 15,000.00	
9/2/14	SSJ's Issue Trust	100,000.00	
	Total SSJ's Issue Trust - Loan #1	<u>115,000.00</u>	
9/24/14	SSJ's Issue Trust	150,000.00	
	Total SSJ's Issue Trust - Loan #2	<u>150,000.00</u>	
TOTAL LOAN PROCEEDS RECEIVED			<u><u>\$ 519,607.00</u></u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST

SCHEDULE 1B - RECEIPTS OF INCOME

FIRST INDEPENDENT BANK #772

For the period beginning April 1, 2014 and ending March 31, 2015

<u>Date</u>	<u>Payor</u>	<u>Income</u>	<u>Totals</u>
RECEIPTS OF INCOME:			
9/16/14	United Technologies	\$ 82.60	
12/23/14	United Technologies	82.60	
	Total dividend income	<u>165.20</u>	\$ 165.20
7/9/14	Toiyabe Investment Co	<u>22,000.00</u>	
	Total distributions -Toiyabe Investment Co	<u>22,000.00</u>	22,000.00
4/15/14	White Pine Lumber Co	<u>200,000.00</u>	
	Total distributions -White Pine Lumber Co	<u>200,000.00</u>	200,000.00
4/17/14	Buckhorn Land & Livestock LLC	6,615.74	
4/24/14	Buckhorn Land & Livestock LLC	4,794.92	
5/16/14	Buckhorn Land & Livestock LLC	4,794.92	
5/16/14	Buckhorn Land & Livestock LLC	2,974.10	
6/4/14	Buckhorn Land & Livestock LLC	1,820.82	
6/17/14	Buckhorn Land & Livestock LLC	2,974.10	
7/1/14	Buckhorn Land & Livestock LLC	1,820.82	
7/16/14	Buckhorn Land & Livestock LLC	2,974.10	
9/9/14	Buckhorn Land & Livestock LLC	3,641.64	
10/15/14	Buckhorn Land & Livestock LLC	7,769.02	
10/15/14	Buckhorn Land & Livestock LLC	4,794.92	
10/29/14	Buckhorn Land & Livestock LLC	2,974.10	
11/26/14	Buckhorn Land & Livestock LLC	4,827.00	
12/31/14	Buckhorn Land & Livestock LLC	<u>5,147.00</u>	
	Total salary reimbursements	<u>57,923.20</u>	57,923.20
5/13/14	AT&T -refund from Lakeshore account	21.05	
6/17/14	US Treasury - Form 941 refund	2.12	
3/18/15	Chase Mortgage - refund of fees	1,871.00	
9/16/14	Nevada Energy -refund from Lakeshore account	51.33	
2/11/15	State of Colorado - refund of gaming license fees	<u>6,585.18</u>	
	Total refunds	<u>\$ 8,530.68</u>	8,530.68
	TOTAL RECEIPTS OF INCOME		<u><u>\$ 288,619.08</u></u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1C - COLLECTIONS ON LOANS RECEIVABLE
FIRST INDEPENDENT BANK #772
For the period beginning April 1, 2014 and ending March 31, 2015

<u>Date</u>	<u>Payor</u>	<u>Principal</u>	<u>Income</u>	<u>Totals</u>
COLLECTIONS ON LOANS RECEIVABLE:				
7/16/14	White Pine Lumber Co	\$ 50,782.87	\$ 163.13	\$ 50,946.00
	Total White Pine Lumber Co- Loan #1	<u>50,782.87</u>	<u>163.13</u>	<u>50,946.00</u>
2/11/15	Estate of Samuel S Jaksick Jr	3,000.00	-	3,000.00
	Total Estate of Samuel S Jaksick Jr	<u>3,000.00</u>	<u>-</u>	<u>3,000.00</u>
3/10/15	Basecamp LLC	325.00	-	325.00
	Total Basecamp LLC	<u>325.00</u>	<u>-</u>	<u>325.00</u>
4/30/14	Bright Holland Co	4,948.64	51.36	5,000.00
	Total Bright Holland Co	<u>4,948.64</u>	<u>51.36</u>	<u>5,000.00</u>
	TOTAL COLLECTIONS ON LOANS RECEIVABLE	<u>\$ 59,056.51</u>	<u>\$ 214.49</u>	<u>\$ 59,271.00</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1D - COLLECTIONS ON INVESTMENTS
FIRST INDEPENDENT BANK #772

For the period beginning April 1, 2014 and ending March 31, 2015

<u>Date</u>	<u>Payor</u>	<u>Amount</u>	<u>Totals</u>
COLLECTIONS ON INVESTMENTS:			
5/13/14	Basecamp LLC	173.17	
7/30/14	Basecamp LLC	173.17	
9/9/14	Basecamp LLC	173.17	
4/17/14	Basecamp LLC	173.17	
	Total Basecamp LLC	<u>692.68</u>	
9/5/14	Buckhorn Land & Livestock LLC	<u>6,593.84</u>	
	Total Buckhorn Land & Livestock LLC	<u>6,593.84</u>	
4/15/14	AT&T -refund from Lakecrest Realty	40.50	
4/23/14	Hartford Insurance - refund	819.00	
9/9/14	State of Nevada (refund from Lakecrest realty)	100.00	
2/4/15	South Truckee Improvement Dist	505.93	
3/19/15	State of Nevada	<u>100.00</u>	
	Total Lakecrest Realty, Inc.	<u>1,565.43</u>	
TOTAL COLLECTIONS ON INVESTMENTS			<u><u>\$ 8,851.95</u></u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1E - TRANSFERS IN
FIRST INDEPENDENT BANK #772
For the period beginning April 1, 2014 and ending March 31, 2015

<u>Date</u>	<u>Payor</u>	<u>Amount</u>	<u>Totals</u>
TRANSFERS IN:			
1/15/15	Funds transferred from RBC	\$ 10,000.00	
3/18/15	Transfer from Wells Fargo	<u>2.32</u>	
TOTAL TRANSFERS IN			<u>\$ 10,002.32</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1F - TRANSFERS OUT
FIRST INDEPENDENT BANK #772
For the period beginning April 1, 2014 and ending March 31, 2015

<u>Date</u>	<u>Check #</u>	<u>Payor</u>	<u>Amount</u>	<u>Totals</u>
TRANSFERS OUT:				
4/2/2014	9276	Funds transferred to American AgCredit	<u>10,000.00</u>	
TOTAL TRANSFERS OUT				<u>\$ 10,000.00</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1G - LOANS MADE AND ADVANCES
FIRST INDEPENDENT BANK #772
For the period beginning April 1, 2014 and ending March 31, 2015

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Totals</u>
LOANS MADE AND ADVANCES:			
7/21/14	9353	George Brown	\$ 3,350.00
3/30/15	EFT	Nevada Secretary of State	325.00
		Total ALSB Ltd	3,675.00
4/21/14	9277	Pierre Hascheff Chtd	325.00
		Total Basecamp LLC	325.00
4/21/14	9277	Pierre Hascheff Chtd	2,469.40
6/25/14	9323	American Ag Credit	35,203.00
		Total Bright Holland Company, Note #2	37,672.40
4/2/14	9270	Bright Holland Co	10,000.00
9/2/14	9403	American Ag Credit	5,160.00
		Total Bright Holland Company, Note #3	15,160.00
2/4/15	EFT	Duck Flat Ranch LLC	100.00
		Total Duck Flat Ranch LLC	100.00
4/24/14	EFT	Estate of Samuel S Jaksick Jr	3,000.00
		Total Estate of Samuel S Jaksick Jr	3,000.00
5/5/14	EFT	Jaksick Family LLC	50.00
		Total Jaksick Family LLC	50.00
5/2/14	EFT	Nevada Secretary of State	325.00
		Total SST Westridge LLC	325.00
4/21/14	9277	Pierre Hascheff Chtd	205.60
5/19/14	9304	Pierre Hascheff Chtd	2,000.00
6/30/14	9333	Pierre Hascheff Chtd	2,000.00
8/19/14	9377	Pierre Hascheff Chtd	2,000.00
9/2/14	9410	Pierre Hascheff Chtd	2,000.00
9/2/2014	9411	Toiyabe Investment Co	3,552.00
		Total Toiyabe Investment Co	11,757.60
5/1/14	9284	Wendy Jaksick	1,500.00
5/15/14	9302	Wendy Jaksick	1,500.00
		Total Wendy Jaksick	3,000.00

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1G - LOANS MADE AND ADVANCES
FIRST INDEPENDENT BANK #772

For the period beginning April 1, 2014 and ending March 31, 2015

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Totals</u>
LOANS MADE AND ADVANCES (continued):			
4/12/14	EFT	Ally	256.27
4/30/14	9287	American Ag Credit	6,681.48
5/12/14	EFT	Ally	256.27
5/30/14	9312	American Ag Credit	6,681.48
6/12/14	EFT	Ally	256.27
7/1/14	9324	American Ag Credit	6,681.48
7/10/14	EFT	Ally	256.27
7/24/14	9367	American Ag Credit	6,681.48
8/28/14	9390	American Ag Credit	6,681.48
9/2/14	9405	American Ag Credit	6,681.48
11/3/14	9455	American Ag Credit	6,681.48
12/22/14	9469	White Pine Lumber Company	6,700.00
		Total White Pine Lumber Company	<u>54,495.44</u>
TOTAL LOANS MADE AND ADVANCES			<u>\$ 129,560.44</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1H - INVESTMENTS MADE
FIRST INDEPENDENT BANK #772
For the period beginning April 1, 2014 and ending March 31, 2015

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Totals</u>
INVESTMENTS MADE:			
11/11/14	9456	SST Westridge LLC	68.75
		Total SST Westridge LLC	68.75
9/2/14	9399	American Ag Credit	38,971.09
		Total SJ Ranch LLC	38,971.09
6/25/14	9322	Buckhorn Land & Livestock LLC	28,072.00
8/28/14	9396	Buckhorn Land & Livestock LLC	4,800.00
		Total Buckhorn Land and Livestock LLC	32,872.00
TOTAL INVESTMENTS MADE			\$ 71,911.84

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 11 - EXPENSES
FIRST INDEPENDENT BANK #772
For the period beginning April 1, 2014 and ending March 31, 2015

Date	Check #	Payee	Principal	Income	Totals
EXPENSES:					
8/28/14	9392	Rossmann MacDonald & Benetti	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00
9/2/14	9407	Rossmann MacDonald & Benetti	2,500.00	2,500.00	5,000.00
		Total accounting fees	<u>5,000.00</u>	<u>5,000.00</u>	<u>10,000.00</u>
7/24/14	9369	Ronald J Carciere, MAI, SGA		5,000.00	5,000.00
8/28/14	9387	Ronald J Carciere, MAI, SGA		5,000.00	5,000.00
9/2/14	9409	Ronald J Carciere, MAI, SGA		5,418.74	5,418.74
		Total appraisal fees	<u>-</u>	<u>15,418.74</u>	<u>15,418.74</u>
6/19/14	EFT	First Independent Bank		56.00	56.00
8/31/14	EFT	First Independent Bank		10.00	10.00
8/31/14	EFT	First Independent Bank		10.00	10.00
8/31/14	EFT	First Independent Bank		70.00	70.00
8/31/14	EFT	First Independent Bank		13.50	13.50
9/30/14	EFT	First Independent Bank		10.00	10.00
9/30/14	EFT	First Independent Bank		11.00	11.00
11/30/14	EFT	First Independent Bank		16.00	16.00
12/31/14	EFT	First Independent Bank		16.00	16.00
1/31/15	EFT	First Independent Bank		16.00	16.00
1/31/15	EFT	First Independent Bank		11.00	11.00
		Total bank charges	<u>-</u>	<u>239.50</u>	<u>239.50</u>
6/17/14	9319	Juan Garcia		120.00	120.00
7/23/14	9362	Juan Garcia		120.00	120.00
8/28/14	9389	Juan Garcia		120.00	120.00
9/2/14	9412	Juan Garcia		120.00	120.00
10/1/14	9435	Juan Garcia		120.00	120.00
		Total gardening	<u>-</u>	<u>600.00</u>	<u>600.00</u>
4/30/14	9286	Saddlehorn HOA		130.00	130.00
7/24/14	9368	Saddlehorn HOA		130.00	130.00
10/1/14	9429	Saddlehorn HOA		130.00	130.00
		Total homeowners association dues	<u>-</u>	<u>390.00</u>	<u>390.00</u>
7/14/14	9342	US Treasury	50,946.00		50,946.00
7/15/14	9350	Colorado Department of Revenue	7,710.00		7,710.00
8/27/14	9386	US Treasury	141.51		141.51
11/25/14	9462	Colorado Department of Revenue	735.00		735.00
		Total income taxes	<u>59,532.51</u>	<u>-</u>	<u>59,532.51</u>
6/27/14	9328	Hartford Insurance		422.00	422.00
		Total insurance	<u>-</u>	<u>422.00</u>	<u>422.00</u>

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SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1I - EXPENSES
FIRST INDEPENDENT BANK #772
For the period beginning April 1, 2014 and ending March 31, 2015

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Principal</u>	<u>Income</u>	<u>Totals</u>
EXPENSES (continued):					
5/2/14	9289	Maupin Cox & LeGoy	2,500.00	2,500.00	5,000.00
5/2/14	9293	Lewis Roca Rothgerber	2,500.00	2,500.00	5,000.00
7/2/14	9378	Roger M Morris, LLC	2,200.00	2,200.00	4,400.00
7/2/14	9334	Maupin Cox & LeGoy	2,500.00	2,500.00	5,000.00
7/21/14	9354	Roger M Morris, LLC	2,000.00	2,000.00	4,000.00
7/23/14	9363	Maupin Cox & LeGoy	2,500.00	2,500.00	5,000.00
7/23/14	9397	Lewis Roca Rothgerber	1,282.19	1,282.19	2,564.38
9/2/14	9408	Maupin Cox & LeGoy	2,500.00	2,500.00	5,000.00
9/22/14	9422	Maupin Cox & LeGoy	2,500.00	2,500.00	5,000.00
9/25/14	9425	Maupin Cox & LeGoy	12,500.00	12,500.00	25,000.00
10/3/14	9452	Maupin Cox & LeGoy	2,500.00	2,500.00	5,000.00
12/22/14	9470	Palmer Law, Chtd	775.50	775.50	1,551.00
12/29/14	9471	Palmer Law, Chtd	2,500.00	2,500.00	5,000.00
		Total legal fees	38,757.69	38,757.69	77,515.38
6/2/14	EFT	Nevada Secretary of State		325.00	325.00
6/2/14	EFT	Nevada Secretary of State		325.00	325.00
7/16/14	9344	Nevada Secretary of State		325.00	325.00
7/16/14	9345	Nevada Secretary of State		325.00	325.00
7/21/14	9355	Colorado Division of Gaming		10,000.00	10,000.00
10/1/14	9434	office of the water master		43.70	43.70
11/28/14	EFT	Nevada Secretary of State		575.00	575.00
3/25/15	9505	Nevada Secretary of State		85.75	85.75
3/30/15	EFT	Nevada Secretary of State		325.00	325.00
		Total licenses and permits	-	12,329.45	12,329.45
4/1/14	EFT	First Interstate Bank		575.00	575.00
3/18/15	EFT	First Interstate Bank		500.00	500.00
		Total loan fees	-	1,075.00	1,075.00
12/18/14	9468	Mountain View Cemetery	576.33		576.33
		Total memorial and related services	576.33	-	576.33
4/30/14	9280	Dawn Jaksick		173.00	173.00
7/16/14	9351	Dawn Jaksick		134.50	134.50
		Total miscellaneous	-	307.50	307.50
1/29/15	9487	Jessica Clayton		143.00	143.00
		Total meetings	-	143.00	143.00

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE II - EXPENSES
FIRST INDEPENDENT BANK #772
For the period beginning April 1, 2014 and ending March 31, 2015

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Principal</u>	<u>Income</u>	<u>Totals</u>
EXPENSES (continued):					
4/2/14	9267	Employment Security Division		765.66	765.66
4/2/14	9268	Employment Security Division		123.99	123.99
5/1/14	EFT	US Treasury		383.08	383.08
5/16/14	EFT	US Treasury		84.00	84.00
5/16/14	EFT	US Treasury		2,592.48	2,592.48
5/16/14	EFT	US Treasury		1,340.90	1,340.90
7/1/14	EFT	US Treasury		11.18	11.18
7/1/14	EFT	US Treasury		1,233.19	1,233.19
7/21/14	EFT	US Treasury		469.61	469.61
7/21/14	EFT	US Treasury		6.02	6.02
7/23/14	9356	Employment Security Division		752.33	752.33
7/23/14	9357	Employment Security Division		123.99	123.99
9/2/14	EFT	US Treasury		872.54	872.54
10/1/14	EFT	US Treasury		409.05	409.05
10/2/14	EFT	US Treasury		13.26	13.26
10/2/14	EFT	US Treasury		902.90	902.90
10/30/14	9447	Employment Security Division		715.61	715.61
10/30/14	9448	Employment Security Division		127.73	127.73
10/31/14	EFT	US Treasury		890.90	890.90
1/12/15	EFT	US Treasury		995.84	995.84
1/22/15	EFT	US Treasury		711.57	711.57
1/22/15	EFT	US Treasury		10.15	10.15
1/27/15	9483	Employment Security Division		258.70	258.70
1/27/15	9484	Employment Security Division		247.43	247.43
1/28/15	EFT	US Treasury		2,292.80	2,292.80
2/19/15	EFT	US Treasury		227.05	227.05
2/19/15	EFT	US Treasury		14.92	14.92
2/20/15	EFT	US Treasury		153.61	153.61
		Total payroll taxes	-	16,730.49	16,730.49
5/15/14	9299	James Corica		10.59	10.59
8/28/14	9388	Federal Express		66.58	66.58
		Total postage and delivery	-	77.17	77.17
1/30/15	9486	Stockham Consulting West		241.00	241.00
2/20/15	9499	Stockham Consulting West		241.00	241.00
3/31/15	9508	Stockham Consulting West		180.75	180.75
		Total professional fees	-	662.75	662.75
5/6/14	EFT	Washoe County Treasurer		1,491.79	1,491.79
6/5/14	EFT	Washoe County Treasurer		1,472.69	1,472.69
9/4/14	EFT	Washoe County Treasurer		1,453.52	1,453.52
		Total property taxes	-	4,418.00	4,418.00

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 11 - EXPENSES
FIRST INDEPENDENT BANK #772
For the period beginning April 1, 2014 and ending March 31, 2015

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Principal</u>	<u>Income</u>	<u>Totals</u>
EXPENSES (continued):					
10/30/14	9449	Wendy Jaksick		372.31	372.31
		Total repairs	-	372.31	372.31
5/2/14	9285	Montreux Development Group LLC		2,250.00	2,250.00
6/11/14	9318	Montreux Development Group LLC		750.00	750.00
		Total rent - office	-	3,000.00	3,000.00
4/30/14	EFT	IPFS for Aspen American Insurance		108.11	108.11
5/31/14	EFT	IPFS for Aspen American Insurance		108.11	108.11
7/1/14	EFT	IPFS for Aspen American Insurance		108.11	108.11
7/31/14	EFT	IPFS for Aspen American Insurance		108.11	108.11
8/31/14	EFT	IPFS for Aspen American Insurance		108.11	108.11
9/30/14	EFT	IPFS for Aspen American Insurance		108.11	108.11
10/31/14	EFT	IPFS for Aspen American Insurance		108.11	108.11
3/31/15	EFT	IPFS for Aspen American Insurance		111.11	111.11
		Total insurance - rental	-	867.88	867.88
4/15/14	9272	Arlo Stockham		1,388.45	1,388.45
4/15/14	9275	Arlo Stockham		1,388.45	1,388.45
4/15/14	9273	James Corica		520.85	520.85
4/15/14	9271	Nanette Childers		369.40	369.40
4/30/14	9279	Arlo Stockham		1,388.45	1,388.45
4/30/14	9278	Nanette Childers		461.75	461.75
5/15/14	9296	Arlo Stockham		1,388.45	1,388.45
5/15/14	9298	Arlo Stockham		1,388.45	1,388.45
5/15/14	9297	James Corica		520.85	520.85
5/15/14	9295	Nanette Childers		498.69	498.69
5/30/14	9310	Arlo Stockham		1,388.45	1,388.45
5/30/14	9309	Nanette Childers		406.34	406.34
6/13/14	9315	Arlo Stockham		1,388.45	1,388.45
6/13/14	9317	Arlo Stockham		1,388.45	1,388.45
6/13/14	9314	James Corica		520.85	520.85
6/13/14	9316	Nanette Childers		387.87	387.87
6/30/14	9326	Arlo Stockham		1,388.45	1,388.45
6/30/14	9325	Nanette Childers		406.34	406.34
7/15/14	9339	Arlo Stockham		1,388.45	1,388.45
7/15/14	9341	Arlo Stockham		1,388.45	1,388.45
7/15/14	9340	James Corica		520.85	520.85
7/15/14	9338	Nanette Childers		406.34	406.34
7/30/14	9359	Arlo Stockham		1,388.45	1,388.45
7/30/14	9358	Nanette Childers		552.85	552.85
8/15/14	9374	Arlo Stockham		1,388.45	1,388.45
8/15/14	9376	Arlo Stockham		1,388.45	1,388.45
8/15/14	9372	James Corica		520.85	520.85
8/15/14	9375	Nanette Childers		552.85	552.85

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1I - EXPENSES
FIRST INDEPENDENT BANK #772
For the period beginning April 1, 2014 and ending March 31, 2015

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Principal</u>	<u>Income</u>	<u>Totals</u>
EXPENSES (continued):					
8/29/14	9385	Arlo Stockham		2,776.90	2,776.90
8/29/14	9384	Nanette Childers		369.40	369.40
9/15/14	9423	Arlo Stockham		2,776.90	2,776.90
9/15/14	9424	Arlo Stockham		1,153.28	1,153.28
9/15/14	9419	James Corica		520.85	520.85
9/15/14	9421	Nanette Childers		369.40	369.40
9/30/14	9427	Arlo Stockham		1,153.28	1,153.28
9/30/14	9426	Nanette Childers		651.67	651.67
10/15/14	9443	Arlo Stockham		1,153.28	1,153.28
10/15/14	9444	Arlo Stockham		1,153.28	1,153.28
10/15/14	9441	James Corica		520.85	520.85
10/15/14	9442	Nanette Childers		552.85	552.85
10/30/14	9446	Arlo Stockham		1,153.28	1,153.28
10/30/14	9445	Nanette Childers		480.22	480.22
11/14/14	9457	James Corica		520.85	520.85
11/14/14	9458	Nanette Childers		369.40	369.40
11/26/14	9464	Arlo Stockham		1,153.28	1,153.28
11/26/14	9465	Arlo Stockham		1,153.28	1,153.28
11/26/14	9463	Nanette Childers		415.57	415.57
12/15/14	9466	James Corica		520.85	520.85
12/15/14	9467	Nanette Childers		369.40	369.40
12/31/14	9472	Arlo Stockham		1,153.28	1,153.28
12/31/14	9473	Arlo Stockham		1,153.28	1,153.28
12/31/14	9474	Nanette Childers		480.22	480.22
1/15/15	9480	James Corica		520.85	520.85
1/15/15	9479	Nanette Childers		480.22	480.22
1/30/15	9485	Nanette Childers		369.40	369.40
2/13/15	9489	James Corica		520.85	520.85
2/13/15	9488	Nanette Childers		406.34	406.34
2/27/15	9500	Nanette Childers		434.04	434.04
2/27/15	9501	Nanette Childers		36.94	36.94
3/13/15	9502	James Corica		520.85	520.85
3/13/15	9503	Nanette Childers		369.40	369.40
3/31/15	9507	Nanette Childers		369.40	369.40
		Total salaries	<u>-</u>	<u>52,188.12</u>	<u>52,188.12</u>
5/2/14	9290	Arkadin, Inc.		368.99	368.99
6/27/14	9332	Arkadin, Inc.		401.04	401.04
8/11/14	9371	Arkadin, Inc.		715.52	715.52
10/1/14	9433	Arkadin, Inc.		11.96	11.96
3/25/15	9504	Arkadin, Inc.		267.80	267.80
3/31/15	9509	Arkadin, inc.		61.42	61.42
		Total telephone	<u>-</u>	<u>1,826.73</u>	<u>1,826.73</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE II - EXPENSES
FIRST INDEPENDENT BANK #772
For the period beginning April 1, 2014 and ending March 31, 2015

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Principal</u>	<u>Income</u>	<u>Totals</u>
EXPENSES (continued):					
2/20/15	9498	Bank of America - reimbursements		1,750.52	1,750.52
2/20/15	9495	Dawn Jaksick		395.54	395.54
		Total travel	<u>-</u>	<u>2,146.06</u>	<u>2,146.06</u>
7/23/14	9365	Todd Jaksick	1,000.00	1,000.00	2,000.00
8/28/14	9393	Stan Jaksick	500.00	500.00	1,000.00
8/28/14	9394	Todd Jaksick	1,000.00	1,000.00	2,000.00
9/2/14	9401	Stan Jaksick	900.00	900.00	1,800.00
9/2/14	9404	Todd Jaksick	1,750.00	1,750.00	3,500.00
10/3/14	9437	Stan Jaksick	795.00	795.00	1,590.00
10/3/14	9438	Todd Jaksick	1,645.00	1,645.00	3,290.00
		Total trustee fees	<u>7,590.00</u>	<u>7,590.00</u>	<u>15,180.00</u>
4/30/14	9281	Washoe County Treasurer		124.32	124.32
5/2/14	9291	Waste Management of Nevada		65.82	65.82
5/15/14	9300	Washoe County Treasurer		66.88	66.88
5/22/14	9306	Nevada Energy		244.95	244.95
6/27/14	9329	Nevada Energy		295.90	295.90
6/27/14	9331	Washoe County Treasurer		191.84	191.84
7/24/14	9352	Washoe County Treasurer		434.24	434.24
7/24/14	9366	Nevada Energy		292.82	292.82
8/21/14	9381	Nevada Energy		360.03	360.03
8/21/14	9382	Waste Management of Nevada		65.82	65.82
8/28/14	9395	Washoe County Treasurer		209.62	209.62
9/2/14	9413	Nevada Energy		450.00	450.00
9/2/14	9414	Washoe County Treasurer		200.00	200.00
10/1/14	9431	Washoe County Treasurer		217.05	217.05
11/13/14	9460	Nevada Energy		350.52	350.52
2/19/15	9491	Washoe County Treasurer		40.95	40.95
2/19/15	9493	Truckee Meadows water authorit		27.28	27.28
2/19/15	9494	Nevada Energy		427.07	427.07
		Total utilities - rental	<u>-</u>	<u>4,065.11</u>	<u>4,065.11</u>
TOTAL EXPENSES			<u><u>\$ 111,456.53</u></u>	<u><u>\$ 168,627.50</u></u>	<u><u>\$ 280,084.03</u></u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1J - DEDUCTIONS TO PAY TRUST DEBTS
FIRST INDEPENDENT BANK #772
For the period beginning April 1, 2014 and ending March 31, 2015

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Principal</u>	<u>Income</u>	<u>Totals</u>
DEDUCTIONS TO PAY TRUST DEBTS:					
9/2/14	9417	American Ag Credit	\$ 36,879.12	\$ 48,247.30	\$ 85,126.42
		Total Ag Credit (49% joint obligation)	<u>36,879.12</u>	<u>48,247.30</u>	<u>85,126.42</u>
7/15/14	9346	Colorado Department of Revenue	<u>11,164.00</u>		<u>11,164.00</u>
		Total Colorado Department of Revenue	<u>11,164.00</u>	<u>-</u>	<u>11,164.00</u>
4/15/14	9274	US Treasury	200,000.00		200,000.00
7/15/14	9349	US Treasury	<u>18,657.00</u>		<u>18,657.00</u>
		Total IRS	<u>218,657.00</u>	<u>-</u>	<u>218,657.00</u>
7/28/14	EFT	Lakeridge Golf Course Ltd	-	1,600.00	1,600.00
		Total Lakeridge Golf Course Ltd	<u>-</u>	<u>1,600.00</u>	<u>1,600.00</u>
4/28/14	EFT	Janene dental insurance premium	57.62		57.62
5/28/14	EFT	Janene dental insurance premium	28.81		28.81
5/30/14	9313	Janene Jaksick	5,000.00		5,000.00
6/28/14	EFT	Janene dental insurance premium	28.81		28.81
7/15/14	9343	Janene Jaksick	7,000.00		7,000.00
7/28/14	EFT	Janene dental insurance premium	28.81		28.81
8/28/14	EFT	Janene dental insurance premium	28.81		28.81
8/28/14	9391	Janene Jaksick	5,000.00		5,000.00
10/3/14	9451	Janene Jaksick	5,000.00		5,000.00
10/28/14	EFT	Janene dental insurance premium	28.81		28.81
11/28/14	EFT	Janene dental insurance premium	28.81		28.81
		Total Janene Jaksick	<u>22,230.48</u>	<u>-</u>	<u>22,230.48</u>
4/30/14	9283	Nevada State Bank		544.74	544.74
5/23/14	9308	Nevada State Bank		562.91	562.91
6/27/14	9327	Nevada State Bank		544.74	544.74
7/23/14	9364	Nevada State Bank		562.91	562.91
8/21/14	9380	Nevada State Bank		562.91	562.91
9/2/14	9415	Nevada State Bank	5,562.91		5,562.91
10/1/14	9430	Nevada State Bank		524.93	524.93
11/7/14	9454	Nevada State Bank	9,347.98	774.23	10,122.21
12/31/14	9477	Nevada State Bank	<u>4,707.24</u>	<u>759.62</u>	<u>5,466.86</u>
		Total Nevada State Bank	<u>19,618.13</u>	<u>4,836.99</u>	<u>24,455.12</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1J - DEDUCTIONS TO PAY TRUST DEBTS
FIRST INDEPENDENT BANK #772
For the period beginning April 1, 2014 and ending March 31, 2015

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Principal</u>	<u>Income</u>	<u>Totals</u>
DEDUCTIONS TO PAY TRUST DEBTS (continued):					
3/31/14		correction to prior finance charges	(649.90)	649.90	-
5/2/14	cashier	Chase Mortgage	6,748.63	5,357.49	12,106.12
5/2/14	cashier	Chase Mortgage - late fees		2,768.84	2,768.84
7/23/14	9360	Chase Mortgage	1,129.66	880.66	2,010.32
8/21/14	9379	Chase Mortgage	1,133.78	876.54	2,010.32
9/2/14	9400	Chase Mortgage	1,136.83	873.49	2,010.32
10/1/14	9428	Chase Mortgage	1,140.41	869.91	2,010.32
2/19/15	9492	Chase Mortgage	1,151.36	858.96	2,010.32
		Total Chase mortgage	<u>11,790.77</u>	<u>13,135.79</u>	<u>10,051.60</u>
4/1/14	EFT	Western Alliance Bank		513.84	513.84
4/30/14	9282	Western Alliance Bank		1,100.01	1,100.01
5/15/14	9301	Western Alliance Bank		2,105.85	2,105.85
6/27/14	9330	Western Alliance Bank		2,119.22	2,119.22
7/23/14	9361	Western Alliance Bank		2,156.82	2,156.82
8/21/14	9383	Western Alliance Bank		2,221.76	2,221.76
9/2/14	9416	Western Alliance Bank		2,050.86	2,050.86
10/1/14	9432	Western Alliance Bank	2,040.86	78.35	2,119.21
11/6/14	9453	Western Alliance Bank		2,148.81	2,148.81
11/12/14	9459	Western Alliance Bank	141.58	2,007.23	2,148.81
12/31/14	EFT	Western Alliance Bank		680.24	680.24
1/20/15	9475	Western Alliance Bank		2,108.88	2,108.88
		Total Western Alliance Bank	<u>2,182.44</u>	<u>19,291.87</u>	<u>21,474.31</u>
TOTAL DEDUCTIONS TO PAY TRUST DEBTS			<u>\$ 322,521.94</u>	<u>\$ 87,111.95</u>	<u>\$ 409,633.89</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 2 - SUMMARY OF ACCOUNT

RBC - #472

For the period beginning April 1, 2014 and ending March 31, 2015

<u>Date</u>	<u>Ck#</u>	<u>Payor</u>	<u>Description</u>	<u>Amount</u>	<u>Totals</u>
ASSETS ON HAND, April 1, 2014					\$ -
<u>Interest income</u>					
1/31/2015		RBC		107.93	
2/28/2015		RBC		99.23	
3/26/2015		RBC		56.57	
Total interest income				263.73	
<u>Other income</u>					
1/6/2015		Pioneer Group Inc	Income distribution	893,248.00	
1/15/2015		Buckhorn Land & Livestock	Income distribution	100,000.00	
1/21/2015		Pioneer Group Inc	Income distribution	74,731.00	
Total other income				1,067,979.00	
Total income				1,068,242.73	
TOTAL ADDITIONS:					1,068,242.73
TOTAL CHARGEABLE ASSETS					\$ 1,068,242.73
DEDUCTIONS:					
<u>Transfers</u>					
10/2/2014	7019	Samuel S Jaksick Jr Fam Tr	RBC Savings	272,444.00	
1/15/2015	EFT	Samuel S Jaksick Jr Fam Tr	First Interstate Bank	10,000.00	
Total Transfers					282,444.00
<u>Loans made and advances</u>					
1/13/2015	7009	George Brown for ALSB		7,384.00	
Total ALSB Ltd				7,384.00	
1/12/2015	7012	Ag Credit for White Pine		6,681.48	
1/28/2015	7016	IRS for White Pine		104,191.00	
Total White Pine Lumber Company				110,872.48	
Total loans made and advances					118,256.48
<u>Deductions from principal:</u>					
Deductions to pay trust debts (from Schedule 2A)				148,920.16	
Expenses (from Schedule 2B)				85,106.89	
Total deductions from principal					234,027.05
<u>Deductions from income:</u>					
Deductions to pay interest (from Schedule 2A)				19,633.56	
Expenses (from Schedule 2B)				124,118.87	
Distributions (from schedule 2C)				16,017.00	
Total deductions from income					159,769.43
TOTAL DEDUCTIONS:					\$ 794,496.96
ASSETS ON HAND, MARCH 31, 2015					\$ 273,745.77

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 2A - DEDUCTIONS TO PAY TRUST DEBTS

RBC #472

For the period beginning April 1, 2014 and ending March 31, 2015

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Principal</u>	<u>Income</u>	<u>Totals</u>
DEDUCTIONS TO PAY TRUST DEBTS:					
3/13/15	0999	American Express	\$ 352.23		\$ 352.23
		Total American Express	<u>352.23</u>	<u>-</u>	<u>352.23</u>
3/4/15	7037	Bank of the West	760.00		760.00
		Total Bank of the West	<u>760.00</u>	<u>-</u>	<u>760.00</u>
1/12/15	7010	Chase	1,143.74	967.10	2,110.84
1/12/15	7010	Chase	1,147.34	862.98	2,010.32
1/29/15	7023	Chase	1,150.15	960.69	2,110.84
3/31/15	7041	Chase	1,152.59	857.73	2,010.32
		Total Chase	<u>4,593.82</u>	<u>3,648.50</u>	<u>4,121.16</u>
2/24/15	7033	Citibank	10,194.85		10,194.85
		Total Citibank	<u>10,194.85</u>	<u>-</u>	<u>10,194.85</u>
1/29/15	7020	Montreux Development Group LLC	67,185.11	2,814.89	70,000.00
		Total Montreux Development Group LLC	<u>67,185.11</u>	<u>2,814.89</u>	<u>70,000.00</u>
1/12/15	7008	Nevada State Bank	4,704.61	762.25	5,466.86
1/29/15	7025	Nevada State Bank	4,804.83	401.70	5,206.53
2/23/15	7032	Nevada State Bank	4,735.04	471.49	5,206.53
3/31/15	7040	Nevada State Bank	4,781.50	425.03	5,206.53
		Total Nevada State Bank	<u>19,025.98</u>	<u>2,060.47</u>	<u>21,086.45</u>
1/30/15	EFT	Stanley S Jaksick	36,808.17	5,691.83	42,500.00
		Total Stanley S Jaksick	<u>36,808.17</u>	<u>5,691.83</u>	<u>42,500.00</u>
1/12/15	7011	Western Alliance Bank		1,428.59	1,428.59
3/4/15	7034	Western Alliance Bank	10,000.00	2,108.88	12,108.88
3/16/15	7038	Western Alliance Bank		1,880.40	1,880.40
		Total Western Alliance Bank	<u>10,000.00</u>	<u>5,417.87</u>	<u>15,417.87</u>
TOTAL DEDUCTIONS TO PAY TRUST DEBTS			<u>\$ 148,920.16</u>	<u>\$ 19,633.56</u>	<u>\$ 168,553.72</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST

SCHEDULE 2B - EXPENSES

RBC #472

For the period beginning April 1, 2014 and ending March 31, 2015

Date	Check #	Payee	Principal	Income	Totals
EXPENSES:					
1/28/15	7017	Rossmann MacDonald & Benetti	\$ 22,853.50	\$ 22,853.50	\$ 45,707.00
		Accounting fees Total	<u>22,853.50</u>	<u>22,853.50</u>	<u>45,707.00</u>
1/15/15		RBC		20.00	20.00
3/9/15	9999	computer share (stock transfer fee)	533.76		533.76
		Bank fees Total	<u>533.76</u>	<u>20.00</u>	<u>553.76</u>
2/4/15	7028	Saddlehorn HOA		180.00	180.00
		Homeowners association dues Total	<u>-</u>	<u>180.00</u>	<u>180.00</u>
1/12/15	7004	Colorado department of revenue	1,936.00		1,936.00
3/31/15	9999	Colorado department of revenue	175.00		175.00
		Income tax expenses Total	<u>2,111.00</u>	<u>-</u>	<u>2,111.00</u>
2/23/15	7031	Mt Rose Insurance		314.75	314.75
		Insurance Total	<u>-</u>	<u>314.75</u>	<u>314.75</u>
1/7/15	7002	Lewis Roca Rothgerber	19,768.63	19,768.62	39,537.25
1/7/15	7003	Maupin Cox & LeGoy	30,000.00	30,000.00	60,000.00
1/29/15	7024	Lewis Roca Rothgerber	2,340.00	2,340.00	4,680.00
1/29/15	7022	Maupin Cox & LeGoy	2,500.00	2,500.00	5,000.00
2/23/15	7030	Maupin Cox & LeGoy	2,500.00	2,500.00	5,000.00
3/31/15	7039	Maupin Cox & LeGoy	2,500.00	2,500.00	5,000.00
		Legal fees Total	<u>59,608.63</u>	<u>59,608.62</u>	<u>119,217.25</u>
3/4/15	7036	Stan Jaksick		1,072.00	1,072.00
		Travel Total	<u>-</u>	<u>1,072.00</u>	<u>1,072.00</u>
1/29/15	7021	Stan Jaksick		12,855.00	12,855.00
1/30/15	EFT	Todd Jaksick		25,710.00	25,710.00
		Trustee fees Total	<u>-</u>	<u>38,565.00</u>	<u>38,565.00</u>
1/12/15	7013	NV energy		388.17	388.17
1/12/15	7015	Washoe county treasurer		130.25	130.25
2/3/15	7026	NV energy		528.90	528.90
2/4/15	7029	Truckee Meadows water authorit		17.91	17.91
3/31/15	7042	NV energy		398.82	398.82
3/31/15	7043	Washoe county treasurer		40.95	40.95
		Utilities Total	<u>-</u>	<u>1,505.00</u>	<u>1,505.00</u>
TOTAL EXPENSES			<u>\$ 85,106.89</u>	<u>\$ 124,118.87</u>	<u>\$ 209,225.76</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 2C - DISTRIBUTIONS

RBC #472

For the period beginning April 1, 2014 and ending March 31, 2015

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Totals</u>
DISTRIBUTIONS:			
1/12/15	7005	Colorado department of revenue	6,272.00
		Distribution - Todd Jaksick Trust u/a Samuel S Jaksick Jr Family Trust	6,272.00
1/12/15	7007	Colorado department of revenue	6,272.00
		Distribution - Stan Jaksick Trust u/a Samuel S Jaksick Jr Family Trust	6,272.00
1/12/15	7006	Colorado department of revenue	3,473.00
		Distribution - Wendy Jaksick Trust u/a Samuel S Jaksick Jr Family Trust	3,473.00
TOTAL DISTRIBUTIONS			\$ 16,017.00

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 3 - SUMMARY OF ACCOUNT
AMERICAN AGCREDIT

For the period beginning April 1, 2014 and ending March 31, 2015

Date	Payor	Description	Amount	Totals
ASSETS ON HAND, April 1, 2014				\$ -
<u>Interest income</u>				
12/31/14	American AgCredit	Interest income	\$ 50.24	
1/28/15	Bright Holland	Interest on loan repayment	26.64	
1/31/15	American AgCredit	Interest income	9.44	
2/28/15	American AgCredit	Interest income	10.03	
3/31/15	American AgCredit	Interest income	82.07	
Total interest income			178.42	
<u>Dividend income</u>				
4/1/14	American AgCredit	Dividend income	6,246.64	
Total interest income			6,246.64	
<u>Other income</u>				
12/31/14	Jackrabbit Properties LLC	Income distribution	31,717.80	
Total other income			31,717.80	
Total income				38,142.86
<u>Loan payments received</u>				
1/28/15	Bright Holland	loan repayment	15,160.00	
Total loan payments received				15,160.00
<u>Transfers</u>				
4/2/14	Samuel S Jaksick Jr Fam Tr	Transfer from First Interstate Bank	10,000.00	
10/2/14	Samuel S Jaksick Jr Fam Tr	Transfer from RBC Savings	272,444.00	
Total Transfers				282,444.00
TOTAL ADDITIONS:				335,746.86
TOTAL CHARGEABLE ASSETS				\$ 335,746.86
DEDUCTIONS:				
<u>Loans made and advances</u>				
2/13/15	American AgCredit for White Pine		\$ 7,015.55	
3/1/15	American AgCredit for White Pine		6,681.48	
Total White Pine Lumber Company			13,697.03	
Total loans made and advances				13,697.03
<u>Deductions to pay trust debts</u>				
<u>American AgCredit</u>				
9/2/14	American AgCredit		16,246.64	
Total American AgCredit				16,246.64
TOTAL DEDUCTIONS:				\$ 29,943.67
ASSETS ON HAND, MARCH 31, 2015				\$ 305,803.19

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 4 - SUMMARY OF ACCOUNT
WELLS FARGO SAVINGS

For the period beginning April 1, 2014 and ending March 31, 2015

<u>Date</u>	<u>Payor</u>	<u>Description</u>	<u>Amount</u>	<u>Totals</u>
ASSETS ON HAND, April 1, 2014				<u>\$ 65.43</u>
TOTAL CHARGEABLE ASSETS				<u><u>\$ 65.43</u></u>
DEDUCTIONS:				
<u>Bank Charges</u>				
4/30/14	Wells Fargo	Bank Charges	\$ 10.00	
5/31/14	Wells Fargo	Bank Charges	10.00	
6/30/14	Wells Fargo	Bank Charges	10.00	
7/31/14	Wells Fargo	Bank Charges	10.00	
8/31/14	Wells Fargo	Bank Charges	10.00	
9/30/14	Wells Fargo	Bank Charges	10.00	
10/31/14	Wells Fargo	Bank Charges	5.43	
Total Bank Charges				65.43
TOTAL DEDUCTIONS:				<u><u>\$ 65.43</u></u>
ASSETS ON HAND, MARCH 31, 2015				<u><u>\$ -</u></u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 5 - SUMMARY OF ACCOUNT
WELLS FARGO CHECKING

For the period beginning April 1, 2014 and ending March 31, 2015

<u>Date</u>	<u>Payor</u>	<u>Description</u>	<u>Amount</u>	<u>Totals</u>
ASSETS ON HAND APRIL 1, 2014				<u>\$ 2.32</u>
TOTAL CHARGEABLE ASSETS				<u><u>\$ 2.32</u></u>
DEDUCTIONS:				
<u>Transfers out</u>				
3/18/15	First Interstate Bank	Transfer	<u>2.32</u>	
Total Transfers out				2.32
TOTAL DEDUCTIONS:				<u><u>\$ 2.32</u></u>
ASSETS ON HAND, MARCH 31, 2015				<u><u>\$ -</u></u>

See accountant's compilation report

EXHIBIT 7.a

EXHIBIT 7.a

EXHIBIT 7.a

SAMUEL S JAKSICK JR FAMILY TRUST

FINANCIAL STATEMENTS

April 1, 2015 to March 31, 2016

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ROSSMANN
MACDONALD &
BENETTI, INC.



To the trustees of
Samuel S Jaksick Jr Family Trust
Reno, Nevada

The trustees of the Samuel S Jaksick Jr Family Trust are responsible for the accompanying financial statements of the Samuel S Jaksick Jr Family Trust including related schedules, as of March, 31, 2016, and for the period April 1, 2015 to March 31, 2016. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by the trustees. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

The trustees have elected to omit substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the trust's financial position, results of trust activities, and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.

We are not independent with respect to the Samuel S Jaksick Jr Family Trust.

Rossmann MacDonald & Benetti, Inc.
ROSSMANN MacDONALD & BENETTI, INC.
Certified Public Accountant

January 12, 2017

SAMUEL S JAKSICK JR FAMILY TRUST
SUMMARY OF ACCOUNT
For the period beginning April 1, 2015 and ending March 31, 2016

	<u>Schedule</u>	<u>Amounts</u>	<u>Totals</u>
ASSETS ON HAND, BEGINNING OF YEAR	A		<u>\$ 3,754,982.15</u>
PRINCIPAL BALANCE ON HAND:			
Principal balance on hand, beginning of year	-	\$ 5,648,827.38	
Transfer to income	-	<u>(1,893,845.23)</u>	
Principal balance on hand, after transfer to income		3,754,982.15	
Receipts of principal	B	201,311.92	
Losses	C	(22,572.19)	
Less: deductions from principal	D	<u>(624,296.46)</u>	
Total principal balance before distributions from principal	-	3,309,425.42	
Distributions from principal	E	<u>\$ -</u>	
TOTAL PRINCIPAL BALANCE ON HAND			3,309,425.42
INCOME BALANCE ON HAND:			
Income balance on hand, beginning of year	-	\$ (1,893,845.23)	
Transfer from principal	-	<u>1,893,845.23</u>	
Income balance on hand, after transfer from principal	-	-	
Receipts of income	F	199,760.32	
Less: deductions from income	G	<u>(125,564.12)</u>	
Total income balance	-	<u>\$ 74,196.20</u>	
TOTAL INCOME BALANCE ON HAND			<u>74,196.20</u>
TOTAL ASSETS ON HAND, MARCH 31, 2016	H		<u>\$ 3,383,621.62</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE A - ASSETS ON HAND, BEGINNING OF YEAR
As of April 1, 2015

	<u>Schedule</u>	<u>Fiduciary Acquisition Value</u>	<u>Estimated Value</u>
CASH:			
Checking account, First Independent Bank #772	1	\$ 5,462.52	\$ 5,462.52
RBC Wealth Management	2	273,745.77	273,745.77
American AgCredit	3	305,803.19	305,803.19
UNDEPOSITED CHECKS:	-	254.80	254.80
MARKETABLE SECURITIES:			
United Technologies Corporation (140 shares)	-	13,050.80	13,050.80
PERSONAL PROPERTY:			
Various	-	107,880.00	107,900.00
NOTES AND OTHER RECEIVABLES:	A1	914,280.83	914,287.00
REAL ESTATE:			
4005 Quail Rock Lane, Reno NV	-	540,000.00	540,000.00
CLOSELY HELD BUSINESSES:	A2	1,594,504.24	1,517,000.00
TOTAL ASSETS ON HAND, APRIL 1, 2015		<u><u>\$ 3,754,982.15</u></u>	<u><u>\$ 3,677,504.08</u></u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE A1 - NOTES AND OTHER RECEIVABLES, BEGINNING OF YEAR
As of April 1, 2015

	<u>Fiduciary Acquisition Value</u>	<u>Estimated Value</u>
NOTES AND OTHER RECEIVABLES:		
ALSB LTD Receivable, originally in the amount of \$408,611.88. No set repayment terms. Interest has historically been indexed to the annual federal blended rate prescribed by the IRS which was .28% at December 31, 2014 and changes every year.	\$ 189,456.84	\$ 189,457.00
Note receivable - White Pine Lumber Co Note receivable dated April 30, 2013 originating from a \$850.00 advance to White Pine Lumber Company. Interest is accrued at 1% per annum. Additional advances totaling \$399,206.34 from the trust have been attached to this note by agreement. Interest is payable annually and the principal and accrued interest is payable April 30, 2016. The April 30, 2015 interest payment has been extended to April 30, 2016.	183,813.22	183,814.00
Note receivable - Bright Holland Co (Note #2) Note receivable in the amount of \$127,380.06 dated July 24, 2013 originating from a \$127,380.06 loan payment to American AgCredit on behalf of Bright-Holland Company pursuant to an existing loan guarantee. Interest is accrued at 6.05% per annum which is the interest rate of the underlying loan. One additional payment totaling \$35,203 has been attached to this note by agreement. Interest is payable annually and the principal and accrued interest is payable July 24, 2016. The July 24, 2014 and July 24, 2015 interest payments have been extended to July 24, 2016.	149,753.06	149,754.00
Note receivable - Todd Jaksick Family Trust (Note #3) Note receivable in the amount of \$105,510.76 dated September 1, 2013. The advance originated from a payment to American AgCredit on behalf of Todd Jaksick pursuant to an existing loan guarantee. Principal and accrued interest at 1.5% is payable September 1, 2018.	105,510.76	105,511.00
Note receivable - TBJ SC Trust (including accrued interest of \$587.37) Note receivable, originally in the amount of \$349,129 dated August 17, 2004. Assumed by the TBJ SC Trust June 17, 2015. Interest only payments are payable annually at 4% until August 15, 2013 at which time the principal and accrued interest is payable in full. The note is in default. The Samuel S Jaksick Jr. Family trust directs the trustee to distribute the balance of the note to the TBJ SC Trust for the benefit of Ben and Amanda Jaksick upon the death of Samuel S Jaksick Jr.	103,659.16	103,660.00

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE A1 - NOTES AND OTHER RECEIVABLES, BEGINNING OF YEAR
As of April 1, 2015

	<u>Fiduciary Acquisition Value</u>	<u>Estimated Value</u>
NOTES AND OTHER RECEIVABLES (continued):		
Note receivable - Todd Jaksick Family Trust (Note #1 - including accrued interest of \$4,993.15)	79,993.15	79,994.00
Note receivable, originally in the amount of \$75,000 dated January 31, 2011. Interest only payments are payable annually at 3% per annum until January 31, 2015 at which time the principal and accrued interest is payable in full. The note has been extended to June 30, 2016 by agreement.		
Note receivable - Wendy Jaksick	59,260.29	59,261.00
Note receivable, originally in the amount of \$59,983.29 dated November 25, 2014. Interest only payments are payable annually at .4% per annum until November 25, 2017 at which time the principal and accrued interest is payable in full.		
Note receivable - Toiyabe Investment Co	28,417.17	28,418.00
Note receivable dated June 18, 2013 in the amount of \$1,745.00. Interest is accrued at 3% per annum. Originating from a \$1,745.00 advance to Toiyabe Investment Company. Additional advances totaling \$26,672.17 have been attached to this note by agreement. Interest is payable annually and the principal and accrued interest is payable June 18, 2016. The June 18, 2014 and June 18, 2015 interest payments have been extended by agreement.		
Note receivable - BBB Investments LLC	11,021.42	11,022.00
Note receivable in the amount of \$1,338.96 dated August 8, 2013. Interest is accrued at 3% per annum. Originating from a \$1,338.96 advance to BBB Investments, LLC. Additional advances totaling \$9,682.46 have been attached to this note by agreement. Interest is payable annually and the principal and accrued interest is payable August 8, 2016. The August 8, 2014 and August 8, 2015 interest payments have been extended by agreement.		
Note receivable - Bright Holland Co (Note #4)	2,520.76	2,521.00
Note receivable dated November 29, 2013 in the amount of \$2,500.00. Interest is accrued at 3% per annum. Originating from two \$2,500.00 payment on behalf of Bright-Holland Company dated 1/29/13 and 1/31/14. The note was repaid on 4/30/14. An additional advance was incorrectly applied to this note in the amount of \$2,582.45 and should have been applied to note #2.		

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE A1 - NOTES AND OTHER RECEIVABLES, BEGINNING OF YEAR
As of April 1, 2015

	<u>Fiduciary Acquisition Value</u>	<u>Estimated Value</u>
NOTES AND OTHER RECEIVABLES (continued):		
Jaksick Family LLC receivable	50.00	50.00
Duck Flat Ranch LLC receivable	300.00	300.00
Duck Lake Ranch LLC receivable	100.00	100.00
SST Westridge LLC receivable	425.00	425.00
TOTAL NOTES AND OTHER RECEIVABLES	<u><u>\$ 914,280.83</u></u>	<u><u>\$ 914,287.00</u></u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE A2 - CLOSELY HELD BUSINESSES, BEGINNING OF YEAR
As of April 1, 2015

	Fiduciary Acquisition Value	Estimated Value
CLOSELY HELD BUSINESSES:		
Toiyabe Investment Co (50% interest)	895,000.00	895,000.00
Buckhorn Land & Livestock, LLC (25% interest)	319,614.66	320,000.00
Shakey's USA Inc (40,000 shares)	64,400.00	65,000.00
Duck Flat Ranch LLC (49% interest)	109,000.00	109,000.00
Basecamp LLC (18.75% interest)	33,441.43	34,000.00
SST Westridge LLC (25% interest)	28,068.75	29,000.00
Montreux Golf Club Ltd (1% interest)	23,000.00	23,000.00
Samuel S Jaksick Jr IV LLC (100% interest)	20,000.00	20,000.00
BBB Investments (49% interest)	11,000.00	11,000.00
Lakeridge Golf Course Ltd (1% interest)	8,000.00	8,000.00
Gerlach Green Energy LLC (45% interest)	3,000.00	3,000.00
SJ Ranch LLC (100% interest)	79,979.40	-
ALSB LTD (100% interest)	-	-
Bent Arrow LLC (100% interest, in default by Nevada Secretary of State)	-	-
Lake-Ridge Corporation (100% interest)	-	-
Samuel S Jaksick Jr I LLC (100% interest)	-	-
Samuel S Jaksick Jr II LLC (100% interest)	-	-
Spring Mountain NV Development Co (25% interest)	-	-
TOTAL CLOSELY HELD BUSINESSES	<u>\$ 1,594,504.24</u>	<u>\$ 1,517,000.00</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE B - RECEIPTS OF PRINCIPAL
For the period beginning April 1, 2015 and ending March 31, 2016

	<u>Schedule</u>	<u>Totals</u>
RECEIPTS OF PRINCIPAL:		
Loan proceeds received	1	\$ 201,168.93
Receipt of additional assets from liquidation of Etrade account	1	<u>142.99</u>
TOTAL RECEIPTS OF PRINCIPAL		<u>\$ 201,311.92</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE C - LOSSES
For the period beginning April 1, 2015 and ending March 31, 2016

	<u>Date</u>	<u>Amounts</u>
LOSSES FROM LIQUIDATIONS OF INVESTMENTS		
<u>Loss from liquidation of Lakecrest Realty, Inc.</u>		
Payments to IRS on old payroll tax liabilities	5/13/15	\$ (29.06)
Payments to IRS on old payroll tax liabilities	11/24/15	(237.45)
Payments to IRS on old payroll tax liabilities	11/24/15	(396.68)
Payments to IRS on old payroll tax liabilities	3/17/16	<u>(263.30)</u>
Net loss from liquidation of Lakecrest Realty, Inc.		<u>(926.49)</u>
<u>Loss from liquidation of SST Westridge, LLC</u>		
Liquidation proceeds	11/17/2015	6,748.05
Less: carrying value of note receivable		(325.00)
Less: carrying value of investment		<u>(28,068.75)</u>
Net loss from liquidation of SST Westridge, LLC		<u>(21,645.70)</u>
TOTAL LOSSES		<u><u>\$ (22,572.19)</u></u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE D - DEDUCTIONS FROM PRINCIPAL
For the period beginning April 1, 2015 and ending March 31, 2016

	<u>Schedule</u>	<u>Amounts</u>	<u>Totals</u>
DEDUCTIONS FROM PRINCIPAL:			
<u>Expenses:</u>			
First Independent Bank #772	1	\$ 259,424.25	
RBC	2	<u>6,500.00</u>	
Total expenses			\$ 265,924.25
<u>Payment of trust debts:</u>			
First Independent Bank #772	1	91,786.36	
RBC	2	85,245.97	
American AgCredit	3	56,339.88	
Non-cash payments of trust debts	K	<u>125,000.00</u>	
Total payment of trust debts			<u>358,372.21</u>
TOTAL DEDUCTIONS FROM PRINCIPAL			<u>\$ 624,296.46</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE E - DISTRIBUTIONS FROM PRINCIPAL
For the period beginning April 1, 2015 and ending March 31, 2016

Totals

DISTRIBUTIONS FROM PRINCIPAL:

Residuary bequests

Transfer of 50% of Samuel S Jaksick Jr I LLC to the Stanley S Jaksick Trust created by the Samuel S Jaksick Jr Family Trust Agreement on June 4, 2014 on November 11, 2015.

(NOTE: It was the intent of the co-trustees to distribute a proportionate share of the holdings to the Wendy Jaksick Trust created by the Samuel S Jaksick Jr Family Trust Agreement on June 4, 2014 and the Samuel S Jaksick Jr Irrevocable Grandchild Trust No 2 dated June 30, 2012. However, a necessary income certification was requested from Wendy to proceed with a potential sale of the holdings but the trustees were refused by Wendy Jaksick who represents the beneficiaries of both of these trusts. One third of the holdings are being held by Stanley Jaksick on behalf of the Wendy Jaksick Trust created by the Samuel S Jaksick Jr Family Trust Agreement on June 4, 2014 and the Samuel S Jaksick Jr Irrevocable Grandchild Trust No 2 dated June 30, 2012)

\$ -

Transfer of 50% of Samuel S Jaksick Jr I LLC to the Todd B Jaksick Trust created by the Samuel S Jaksick Jr Family Trust Agreement on June 4, 2014 on November 11, 2015.

(NOTE: It was the intent of the co-trustees to distribute a proportionate share of the holdings to the Wendy Jaksick Trust created by the Samuel S Jaksick Jr Family Trust Agreement on June 4, 2014 and the Samuel S Jaksick Jr Irrevocable Grandchild Trust No 2 dated June 30, 2012. However, a necessary income certification was requested from Wendy to proceed with a potential sale of the holdings but the trustees were refused by Wendy Jaksick who represents the beneficiaries of both of these trusts.)

-

Transfer of 130,000 shares of White Pine Lumber Co. (representing 2/3 of the voting shares of the interest) to the Stanley S Jaksick Trust created by the Samuel S Jaksick Jr Family Trust Agreement on June 4, 2014 on January 14, 2016. (NOTE: 65,000 shares are being held by Stanley Jaksick on behalf of the Wendy Jaksick Trust created by the Samuel S Jaksick Jr Family Trust Agreement on June 4, 2014 and the Samuel S Jaksick Jr Irrevocable Grandchild Trust No 2 dated June 30, 2012). The shares were transferred to qualify White Pine Lumber Co. for a potential land sale. The land sale did not go through, accordingly the shares were assigned back to the Samuel S Jaksick Jr Family Trust on November 7, 2016.

-

Transfer of 65,000 shares of White Pine Lumber Co. (representing 1/3 of the voting shares of the interest) to the Todd B Jaksick Trust created by the Samuel S Jaksick Jr Family Trust Agreement on June 4, 2014 on January 14, 2016. The shares were transferred to qualify White Pine Lumber Co. for a potential land sale. The land sale did not go through, accordingly the shares were assigned back to the Samuel S Jaksick Jr Family Trust on November 7, 2016.

-

TOTAL DISTRIBUTIONS FROM PRINCIPAL

\$ -

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE F - RECEIPTS OF INCOME
For the period beginning April 1, 2015 and ending March 31, 2016

	<u>Schedule</u>	<u>Totals</u>
RECEIPTS OF INCOME:		
First Independent Bank #772	1	\$ 88,987.26
RBC Wealth Management	2	100,369.08
American AgCredit	3	9,634.68
Non-cash receipts	I	<u>769.30</u>
TOTAL RECEIPTS OF INCOME		<u>\$ 199,760.32</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE G - DEDUCTIONS FROM INCOME
For the period beginning April 1, 2015 and ending March 31, 2016

	<u>Schedule</u>	<u>Amounts</u>	<u>Totals</u>
DEDUCTIONS FROM INCOME:			
<u>Expenses</u>			
First Independent Bank #772	1	\$ 19,622.78	
RBC	2	13,508.07	
Chase mortgage escrow account	4	<u>10,697.31</u>	
Total expenses			\$ 43,828.16
<u>Deductions to pay interest</u>			
First Independent Bank #772	1	22,680.91	
RBC	2	14,021.86	
American AgCredit	3	<u>45,033.19</u>	
Total deductions to pay interest			<u>81,735.96</u>
TOTAL DEDUCTIONS FROM INCOME			<u>\$ 125,564.12</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE H - ASSETS ON HAND, END OF YEAR
As of March 31, 2016

	<u>Schedule</u>	<u>Fiduciary Acquisition Value</u>	<u>Estimated Value</u>
CASH:			
Checking account, First Independent Bank #772	1	\$ 2,589.28	\$ 2,589.28
RBC Wealth Management	2	379.95	379.95
American AgCredit	3	18,859.73	18,859.73
Chase Mortgage escrow account	4	(3,666.81)	(3,666.81)
MARKETABLE SECURITIES:			
United Technologies Corporation (140 shares)	-	13,050.80	14,668.00
PERSONAL PROPERTY:			
Various	-	107,880.00	107,880.00
NOTES AND OTHER RECEIVABLES:	H1	996,781.38	996,800.00
REAL ESTATE:			
4005 Quail Rock Lane, Reno NV	-	632,368.93	700,000.00
CLOSELY HELD BUSINESSES:	H2	1,615,378.36	1,497,000.00
TOTAL ASSETS ON HAND, MARCH 31, 2016		<u><u>\$ 3,383,621.62</u></u>	<u><u>\$ 3,334,510.15</u></u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE H1 - NOTES AND OTHER RECEIVABLES, END OF YEAR
As of March 31, 2016

	<u>Fiduciary Acquisition Value</u>	<u>Estimated Value</u>
NOTES AND OTHER RECEIVABLES:		
ALSB LTD Receivable, originally in the amount of \$408,611.88. No set repayment terms. Interest has historically been indexed to the annual federal blended rate prescribed by the IRS which was .45% at December 31, 2015 and changes every year.	\$ 65,164.45	\$ 65,165.00
Note receivable - White Pine Lumber Co Note receivable dated April 30, 2013 originating from a \$850.00 advance to White Pine Lumber Company. Interest is accrued at 1% per annum. Additional advances totaling \$399,206.34 from the trust have been attached to this note by agreement. Interest is payable annually and the principal and accrued interest is payable April 30, 2016. On April 20, 2016, the maturity date was extended to December 31, 2017.	183,813.22	183,814.00
Note receivable - Bright Holland Co (Note #2) Note receivable in the amount of \$127,380.06 dated July 24, 2013 originating from a \$127,380.06 loan payment to American AgCredit on behalf of Bright-Holland Company pursuant to an existing loan guarantee. Interest is accrued at 6.05% per annum which is the interest rate of the underlying loan. Two additional payments totaling \$37,785.45 have been attached to this note by agreement. Interest is payable annually and the principal and accrued interest is payable July 24, 2016. On March 31, 2015, the maturity date of the note was extended to December 31, 2017. The note was repaid during June 2016.	152,335.51	152,336.00
Note receivable - Todd Jaksick Family Trust (Note #3) Note receivable in the amount of \$105,510.76 dated September 1, 2013. The advance originated from a payment to American AgCredit on behalf of Todd Jaksick pursuant to an existing loan guarantee. Principal and accrued interest at 1.5% is payable September 1, 2018. The note is conditionally repayable depending on the effects of the indemnification agreement with Samuel S Jaksick Jr dated January 1, 2008.	90,568.60	90,569.00

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE H1 - NOTES AND OTHER RECEIVABLES, END OF YEAR

As of March 31, 2016

	<u>Fiduciary Acquisition Value</u>	<u>Estimated Value</u>
NOTES AND OTHER RECEIVABLES (continued):		
Receivable - Todd Jaksick Family Trust (Note #4) Note receivable in the amount of \$105,510.75 dated September 1, 2015. The advance originated from a payment to American AgCredit on behalf of Todd Jaksick pursuant to an existing loan guarantee. Principal and accrued interest at 1.5% is payable December 31, 2017. The note is conditionally repayable depending on the effects of the indemnification agreement with Samuel S Jaksick Jr dated January 1, 2008.	105,510.75	105,511.00
Note receivable - TBJ SC Trust (including accrued interest of \$587.37) Note receivable, originally in the amount of \$349,129 dated August 17, 2004. Assumed by the TBJ SC Trust June 17, 2015. Interest only payments are payable annually at 4% until August 15, 2013 at which time the principal and accrued interest is payable in full. The note is in default. The Samuel S Jaksick Jr. Family trust directs the trustee to distribute the balance of the note back to the TBJ SC Trust for the benefit of Ben and Amanda Jaksick upon the death of Samuel S Jaksick Jr.	103,659.16	103,660.00
Note receivable - Todd Jaksick Family Trust (Note #1 - including accrued interest of \$4,993.15) Note receivable, originally in the amount of \$75,000 dated January 31, 2011. Interest only payments are payable annually at 3% per annum until January 31, 2015 at which time the principal and accrued interest is payable in full. On April 20, 2016, the maturity date of the note was extended to December 31, 2017 by agreement.	79,993.15	79,994.00
Note receivable - White Pine Lumber Co #2 Note receivable dated April 1, 2015 originating from a \$6,681.48 advance to White Pine Lumber Company. Interest is accrued at 1% per annum. Additional advances totaling \$76,073.24 from the trust have been attached to this note by agreement. Interest is payable annually and the principal and accrued interest is payable December 31, 2017.	76,170.66	76,171.00
Note receivable - Wendy Jaksick Note receivable, originally in the amount of \$59,983.29 dated November 25, 2014. Interest only payments are payable annually at .4% per annum until November 25, 2017 at which time the principal and accrued interest is payable in full.	59,260.29	59,261.00

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE H1 - NOTES AND OTHER RECEIVABLES, END OF YEAR
As of March 31, 2016

	<u>Fiduciary Acquisition Value</u>	<u>Estimated Value</u>
NOTES AND OTHER RECEIVABLES (continued):		
Note receivable - Bright Holland Co (Note #5)	40,467.00	40,467.00
<p>Note receivable in the amount of \$40,467 dated June 29, 2015 originating from a \$40,467 loan payment to American AgCredit on behalf of Bright-Holland Company pursuant to an existing loan guarantee. Interest is accrued at 6.05% per annum which is the interest rate of the underlying loan. Interest is payable annually on March 31 and the principal and accrued interest is payable December 31, 2018. The note was repaid during June 2016.</p>		
Note receivable - Toiyabe Investment Co	28,417.17	28,418.00
<p>Note receivable dated June 18, 2013 in the amount of \$1,745.00. Interest is accrued at 3% per annum. Originating from a \$1,745.00 advance to Toiyabe Investment Company. Additional advances totaling \$26,672.17 have been attached to this note by agreement. Interest is payable annually and the principal and accrued interest is payable June 18, 2016. On May 23, 2016 the maturity date of the note was extended to December 31, 2017 by agreement.</p>		
Note receivable - BBB Investments LLC	11,021.42	11,022.00
<p>Note receivable in the amount of \$1,338.96 dated August 8, 2013. Interest is accrued at 3% per annum. Originating from a \$1,338.96 advance to BBB Investments, LLC. Additional advances totaling \$9,682.46 have been attached to this note by agreement. Interest is payable annually and the principal and accrued interest is payable August 8, 2016. The August 8, 2014 and August 8, 2015 interest payments have been extended by agreement. This note was repaid in January 2017.</p>		
Duck Flat Ranch LLC receivable	300.00	300.00
Duck Lake Ranch LLC receivable	100.00	100.00
TOTAL NOTES AND OTHER RECEIVABLES	<u>\$ 996,781.38</u>	<u>\$ 996,788.00</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE H2 - CLOSELY HELD BUSINESSES, END OF YEAR

As of March 31, 2016

	<u>Fiduciary Acquisition Value</u>	<u>Estimated Value</u>
CLOSELY HELD BUSINESSES:		
Toiyabe Investment Co (50% interest)	\$ 895,000.00	\$ 895,000.00
Buckhorn Land & Livestock, LLC (25% interest)	319,614.66	320,000.00
Shakey's USA Inc (40,000 shares)	64,400.00	65,000.00
Duck Flat Ranch LLC (49% interest)	109,147.00	110,000.00
Basecamp LLC (18.75% interest)	33,441.43	34,000.00
Montreux Golf Club Ltd (1% interest)	23,000.00	23,000.00
Samuel S Jaksick Jr IV LLC (100% interest)	20,000.00	20,000.00
BBB Investments (49% interest)	18,637.56	19,000.00
Lakeridge Golf Course Ltd (1% interest)	8,000.00	8,000.00
Gerlach Green Energy LLC (45% interest)	3,000.00	3,000.00
SJ Ranch LLC	121,137.71	-
ALSB LTD (100% interest)	-	-
Bent Arrow LLC (100% interest)	-	-
Lake-Ridge Corporation (100% interest)	-	-
Samuel S Jaksick Jr II LLC (100% interest)	-	-
Spring Mountain NV Development Co (25% interest)	-	-
TOTAL CLOSELY HELD BUSINESSES	<u>\$ 1,615,378.36</u>	<u>\$ 1,497,000.00</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE I - NON-CASH TRANSACTIONS
For the period beginning April 1, 2015 and ending March 31, 2016

<u>Date</u>	<u>Descriptions</u>	<u>Principal</u>	<u>Income</u>
NON-CASH RECEIPTS:			
4/1/2015	Correction of assessment of interest related to Bright Holland note #4 on 4/30/14	\$ -	\$ 61.69
4/20/2015	ALSB Ltd. (a 100% trust owned entity) made a payment to Western Alliance Bank dba First Independent Bank of Nevada from a lot sale in the amount of \$125,000 on behalf the Samuel S Jaksick Jr. Family Trust. The amount was applied to unpaid balance on an existing note receivable from ALSB Ltd. The total payment of \$125,000 was applied to the principal balance of the ALSB LTD note receivable in the amount of \$124,292.39 and accrued interest of \$707.61.	124,292.39	707.61
TOTAL NON-CASH RECEIPTS		<u><u>\$ 124,292.39</u></u>	<u><u>\$ 769.30</u></u>
NON-CASH PAYMENTS OF TRUST DEBTS:			
4/20/2015	ALSB Ltd. (a 100% trust owned entity) made a payment to Western Alliance Bank dba First Independent Bank of Nevada from a lot sale in the amount of \$125,000 on behalf the Samuel S Jaksick Jr. Family Trust. The total payment of \$125,000 was applied to the principal balance loan.	125,000.00	-
TOTAL NON-CASH PAYMENTS OF TRUST DEBTS		<u><u>\$ 125,000.00</u></u>	<u><u>\$ -</u></u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE J - NOTES AND OTHER RECEIVABLES ACTIVITY
For the period beginning April 1, 2015 and ending March 31, 2016

<u>Date</u>	<u>Description</u>	<u>Amounts</u>	<u>Totals</u>
NOTES AND OTHER RECEIVABLES ACTIVITY:			
<u>Receivable Jaksick Family LLC #2</u>			
4/1/2015	Balance		\$ 50.00
11/2/2015	Payment	(50.00)	(50.00)
	Balance, Jaksick Family LLC		\$ -
<u>Note receivable Bright Holland (Note #2)</u>			
4/1/2015	Balance		\$ 149,753.06
4/1/2015	4/1/14 Advance misapplied to note #4 and should be note #2	2,582.45	2,582.45
	Balance, Bright Holland Co		\$ 152,335.51
<u>Note receivable Bright Holland (Note #4)</u>			
4/1/2015	Balance		\$ 2,520.76
4/1/2015	4/1/14 Advance misapplied to note #4 and should be note #2	(2,582.45)	
4/1/2015	Interest charged incorrectly to note #4	61.69	(2,520.76)
	Balance, Bright Holland Co		\$ -
<u>Note receivable Bright Holland (Note #5)</u>			
4/1/2015	Balance		\$ -
6/29/2015	Payment to American AgCredit on behalf of Bright-Holland	40,467.00	40,467.00
	Balance, Bright Holland Co		\$ 40,467.00
<u>Receivable ALSB Ltd</u>			
4/1/2015	Balance		\$ 189,456.84
	ALSB Ltd. (a 100% trust owned entity) made a payment to Western Alliance Bank dba First Independent Bank of Nevada from a lot sale in the amount of \$125,000 on behalf the Samuel S Jaksick Jr. Family Trust. The amount was applied to unpaid balance on an existing note receivable from ALSB Ltd. The total payment of \$125,000 was applied to the principal balance of the ALSB LTD note receivable in the amount of		
4/20/2015	\$124,292.39 and accrued interest of \$707.61.	(124,292.39)	(124,292.39)
	Balance, ALSB Ltd		\$ 65,164.45
<u>Receivable SST Westridge, LLC</u>			
4/1/15	Balance		\$ 425.00
11/17/15	SST Westridge, LLC	(100.00)	
11/17/15	loss on liquidation of SST Westridge, LLC	(325.00)	(425.00)
	Balance, SST Westridge LLC		\$ -

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE J - NOTES AND OTHER RECEIVABLES ACTIVITY
For the period beginning April 1, 2015 and ending March 31, 2016

<u>Date</u>	<u>Description</u>	<u>Amounts</u>	<u>Totals</u>
NOTES RECEIVABLE ACTIVITY (continued):			
<u>Note receivable, Todd Jaksick #3</u>			
4/1/2015	Balance		\$ 105,510.76
5/8/15	loan repayment	(3,457.16)	
8/31/15	loan repayment	(6,617.69)	
3/21/16	loan repayment	(4,867.31)	(14,942.16)
	Balance, Todd Jaksick		<u>\$ 90,568.60</u>
<u>Receivable, Todd Jaksick #4</u>			
4/1/2015	Balance		\$ -
9/1/15	American AgCredit for Todd Jaksick	105,510.75	105,510.75
	Balance, Todd Jaksick		<u>\$ 105,510.75</u>
<u>Note receivable White Pine Lumber Co #2</u>			
4/1/2015	Balance		\$ -
4/1/15	American AgCredit for White Pine	6,681.48	
5/1/15	American AgCredit for White Pine	6,681.48	
5/8/15	loan repayment	(4,096.39)	
6/1/15	American AgCredit for White Pine	6,681.48	
6/30/15	American AgCredit for White Pine	6,681.48	
8/1/15	American AgCredit for White Pine	6,681.48	
9/1/15	American AgCredit for White Pine	6,681.48	
9/28/15	loan repayment	(6,592.19)	
10/1/15	American AgCredit for White Pine	6,681.48	
10/7/15	American AgCredit for White Pine	6,681.48	
11/1/15	American AgCredit for White Pine	6,681.48	
12/1/15	American AgCredit for White Pine	6,681.48	
1/7/16	American AgCredit for White Pine	6,681.48	
1/13/16	American AgCredit for White Pine	6,681.48	
2/24/16	American AgCredit for White Pine	6,681.48	76,170.66
	Balance, White Pine Lumber Co		<u>\$ 76,170.66</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE K - INVESTMENT ACTIVITY
For the period beginning April 1, 2015 and ending March 31, 2016

<u>Date</u>	<u>Descriptions</u>	<u>Amounts</u>	<u>Totals</u>
INVESTMENT ACTIVITY:			
<u>4005 Quail Rock Lane, Reno NV</u>			\$ 540,000.00
8/11/15	Realm Construction	17,142.27	
8/18/15	Realm Construction	9,064.83	
9/3/15	Realm Construction	20,749.14	
10/28/15	Realm Construction	40,259.77	
12/14/15	Realm Construction	5,152.92	92,368.93
	Balance, 4005 Quail Rock Lane, Reno NV		\$ 632,368.93
<u>Lakecrest Realty Inc. (liquidated)</u>			
4/1/2015	Fiduciary acquisition value		\$ -
5/13/15	Payments to US Treasury for prior payroll taxes	29.06	
11/24/15	Payments to US Treasury for prior payroll taxes	237.45	
11/24/15	Payments to US Treasury for prior payroll taxes	396.68	
3/17/16	Payments to US Treasury for prior payroll taxes	263.30	
3/17/16	Loss recognized for nonrecoverable payments	(926.49)	-
	Balance, Lakecrest Realty Inc.		\$ -
<u>SJ Ranch, LLC</u>			
4/1/2015	Fiduciary acquisition value		\$ 79,979.40
4/7/15	Additional investment	150.00	
6/29/2015	Additional investment	41,008.31	41,158.31
	Balance, SJ Ranch, LLC		\$ 121,137.71
<u>Duck Flat Ranch, LLC</u>			
4/1/2015	Fiduciary acquisition value		\$ 109,000.00
10/23/15	Additional investment	147.00	147.00
	Balance, Duck Flat Ranch, LLC		\$ 109,147.00
<u>SST Westridge LLC</u>			
4/1/2015	Fiduciary acquisition value		\$ 28,000.00
11/11/2014	Investment	68.75	
11/17/15	Loss on liquidation of SST Westridge, LLC	(28,068.75)	(28,000.00)
	Balance, SST Westridge LLC		\$ -

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE K - INVESTMENT ACTIVITY
 For the period beginning April 1, 2015 and ending March 31, 2016

<u>Date</u>	<u>Descriptions</u>	<u>Amounts</u>	<u>Totals</u>
INVESTMENT ACTIVITY (continued):			
<u>BBB Investments, LLC</u>			
4/1/2015	Fiduciary acquisition value		\$ 11,000.00
5/12/15	Additional investment	686.00	
6/8/15	Additional investment	686.00	
7/9/15	Additional investment	710.50	
8/1/15	Additional investment	686.00	
9/2/15	Additional investment	686.00	
10/8/15	Additional investment	686.00	
11/12/15	Additional investment	714.00	
12/8/15	Additional investment	1,321.04	
12/15/15	Additional investment	171.50	
1/27/16	Additional investment	660.52	
3/2/16	Additional investment	630.00	7,637.56
	Balance, BBB Investments, LLC		\$ 18,637.56

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE L - RECONCILIATION OF ACCOUNT TRANSFERS
For the period beginning April 1, 2015 and ending March 31, 2016

	<u>Schedule</u>	<u>Totals</u>
TRANSFERS IN:		
First Independent Bank	1	\$ 250,000.00
American AgCredit	3	37,832.36
Chase Mortgage Escrow Account	4	<u>7,030.50</u>
TOTAL TRANSFERS IN		<u>\$ 294,862.86</u>
TRANSFERS OUT:		
First Independent Bank	1	\$ 44,862.86
RBC	2	<u>250,000.00</u>
TOTAL TRANSFERS OUT		<u>\$ 294,862.86</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE M - UNPAID CLAIMS AND TRUST DEBTS
As of March 31, 2016

	<u>Amounts</u>
UNPAID CLAIMS AND TRUST DEBTS:	
Internal Revenue Service Estate taxes (paid December 2016)	\$ 540,964.00
Internal Revenue Service Taxes due on 2015 Fiduciary income tax returns	34,739.00
California Franchise Tax Board Taxes due on 2015 Fiduciary income tax returns	468.00
Note Payable - American AgCredit (49% of joint obligation) Original note dated August 20, 2004 in the amount of \$2,960,000 due and payable September 1, 2024. Principal and interest payments in the amount of \$206,883.82 are payable annually on September 1. Interest on the note is fixed at 6.05% per annum. Todd Jaksick is jointly obligated on this note and is apportioned 51% of the balance. The outstanding principal balance as of March 31, 2016 is \$1,404,102.95. The note is secured by real property and cross collateralized with real estate owned by SJ Ranch, LLC, Bright Holland Co, and White Pine Lumber Co.	688,010.45
Note Payable - Western Alliance Bank dba First Independent Bank Dated May 15, 2016. Principal amount of \$310,277.42 due and payable May 15, 2016. Interest on the note is at 5.5% per annum and is payable monthly. The note is secured by real property. The note was extended to February 15, 2017 on May 15, 2016.	310,277.42
Note Payable - Chase Mortgage Original note in the amount of \$455,000. Principal and interest payments in the amount of \$2,019.55 are payable monthly. Interest on the note is variable at 3.45% per annum at March 31, 2016. The note is secured by 4005 Quail Rock Lane.	305,025.37
Note Payable - Wendy Jaksick (from life insurance trust) Principal amount of \$231,432.07 and accrued interest is due and payable December 31, 2017. Interest is payable annually at 5% per annum with a default rate of 12% per annum. Currently in default. Interest is accrued at 5% annual rate.	303,714.95
Note Payable - Todd Jaksick (from life insurance trust) Principal amount of \$231,432.07 and accrued interest is due and payable December 31, 2017. Interest is payable annually at 5% per annum with a default rate of 12% per annum. Currently in default. Interest is accrued at 5% annual rate.	303,714.95

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE M - UNPAID CLAIMS AND TRUST DEBTS
As of March 31, 2016

	<u>Amounts</u>
UNPAID CLAIMS AND TRUST DEBTS (continued):	
Note Payable - Stan Jaksick (from life insurance trust) Principal amount of \$231,432.07 and accrued interest is due and payable December 31, 2017. Interest is payable annually at 5% per annum with a default rate of 12% per annum. Currently in default. Interest is accrued at 5% annual rate.	303,714.95
Note payable - Lakeridge Golf Course Ltd #2 Note payable dated April 9, 2014 originating from a \$562.91 payment made by Lakeridge Golf Course Ltd on behalf of the trust. The note accrues interest at 3% per annum. Several additional advances totaling \$190,607 to the trust have been attached to this note by agreement. Interest is payable annually and the note and accrued interest is payable April 9, 2017. The maturity date was extended to December 31, 2017 on March 31, 2015. The remaining principal and accrued interest on the note was paid during September 2016.	191,169.91
Note payable - Lakeridge Golf Course Ltd #3 Note payable dated September 3, 2015 originating from a \$20,749.14 advance by Lakeridge Golf Course Ltd to the trust. The note accrues interest at 3% per annum. Several additional advances totaling \$154,212.69 to the trust have been attached to this note by agreement dated March 31, 2016. Interest is payable annually on March 31 and the note and accrued interest is payable December 31, 2017.	174,961.83
Note payable - Lakeridge Golf Course Ltd #4 Note payable dated August 11, 2015 originating from a \$17,142.27 advance by Lakeridge Golf Course Ltd to the trust. The note accrues interest at 3% per annum. Interest is payable annually on March 31 and the note and accrued interest is payable December 31, 2017.	17,142.27
Note payable - Lakeridge Golf Course Ltd #5 Note payable dated August 21, 2015 originating from a \$9,064.83 advance by Lakeridge Golf Course Ltd to the trust. The note accrues interest at 3% per annum. Interest is payable March 31 and the note and accrued interest is payable December 31, 2017.	9,064.83
Note payable - SSJ's Issue Trust Original principal in the amount of \$150,000 dated September 25, 2014. The note bears interest of 6% annually and was payable September 25, 2014. The maturity date was extended to December 31, 2015 and the interest rate was increased to 7% on September 25, 2015. The note was extended again to December 31, 2017 on July 25, 2016. The note is secured by 4005 Quail Rock Lane.	150,000.00

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE M - UNPAID CLAIMS AND TRUST DEBTS
As of March 31, 2016

	<u>Amounts</u>
UNPAID CLAIMS AND TRUST DEBTS (continued):	
Note payable - SSJ's Issue Trust	115,000.00
Original principal in the amount of \$115,000 dated August 28, 2014. The note bears interest of 6% annually and was payable August 28, 2016. On July 25, 2016 the note was extended to December 31, 2017 and the interest rate was increased to 7% effective August 28, 2015. The note is secured by 27,500 shares of Toiyabe Investment Company.	
Note Payable - Montreux Development Group LLC	60,000.00
Original principal in the amount of \$110,000. The note bears interest at 5% and all principal and accrued interest is due six months from the date Montreux Development Group, LLC pays a third party under a separate note payable which was due December 12, 2015. On March 15, 2016 the note was extended to December 31, 2017.	
Note Payable - Nevada State Bank	34,624.23
Dated May 1, 2013. Original principal in the amount of \$147,471.94 due and payable February 1, 2016. Principal and interest payments in the amount of \$5,227.60 are payable monthly. Interest on the note is fixed at 4.75% per annum. The note is secured by real property. The note was paid off November 2016.	
Payable - Duck Flat Ranch LLC	85,446.07
Payable originating from an advance to Samuel Jaksick Jr dated May 12, 2010 in the amount of \$74,487.26. Interest is accrued at 5% per annum. There are no repayment terms for this payable.	
Payable - Lakeridge Golf Course Ltd	78,183.66
Payables originating from several advances to Samuel Jaksick Jr. beginning December 31, 2012 and totaling \$142,976.09. Interest is accrued at 3% per annum. There are no repayment terms for this payable. The balance of this note was paid in September 2016.	
Note payable - Stan Jaksick	61,187.95
Original principal in the amount of \$100,000 dated February 15, 2012. The note provided that principal and accrued interest is payable on February 15, 2014 at 5% per annum. The note was extended to December 31, 2017.	
Note Payable - Montreux Development Group LLC	41,299.97
Note payable dated September 3, 2013 originating from a \$3,485.08 payment made by Montreux Development Group LLC on behalf of the trust. Interest is accrued at 3% per annum. Several additional advances totaling \$105,000 to the trust have been attached to this note by agreement. Interest is payable annually on March 31 and the note and accrued interest was payable September 3, 2016. The remaining principal and accrued interest on the note was paid during December 2016.	

See accountant's compilation report

EXHIBIT 7.b

EXHIBIT 7.b

EXHIBIT 7.b

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE M - UNPAID CLAIMS AND TRUST DEBTS
As of March 31, 2016

	<u>Amounts</u>
UNPAID CLAIMS AND TRUST DEBTS (continued):	
Note payable, Jaksick Family LLC Note payable dated May 30, 2014 in the amount of \$34,000. Principal and accrued interest at 3% annually is due and payable on December 31, 2016. The remaining principal and accrued interest on the note was paid during October 2016.	34,000.00
Bank of America - credit card (settled 5/25/16 for \$7,612) Past due and in default	12,685.75
Note payable - Montreux Golf Club Ltd Note payable dated July 15, 2013 in the amount of \$1,119.99 originating from payments for health insurance on behalf of employees of the trust. Interest is accrued at 3% per annum. Several additional advances amounting to \$7,031 are attached to this note by agreement. Interest is payable annually and the note and accrued interest is payable July 15, 2016. The remaining principal and accrued interest on the note was paid during December 2016.	8,150.99
Note Payable - Nevada Pronghorn LLC Note payable dated July 19, 2013 in the amount of \$5,750. The original note indicated that principal and accrued interest (at .18%) is due and payable on December 31, 2013, but was extended to December 31, 2014 along with an adjustment to the interest rate to 1.5% annually, and extended again to June 30, 2016, along with an adjustment to the interest rate to 3.0% annually. The remaining principal and accrued interest on the note was paid during December 2016.	5,750.00
Note Payable - Nevada Pronghorn LLC Note payable dated July 23, 2013 in the amount of \$5,500. The original note indicated that principal and accrued interest (at .18%) is due and payable on December 31, 2013, but was extended to December 31, 2014 along with an adjustment to the interest rate to 1.5% annually, and extended again to June 30, 2016, along with an adjustment to the interest rate to 3.0% annually. The remaining principal and accrued interest on the note was paid during December 2016.	5,500.00
White Pine Lumber Company, (assumed debt from Lakecrest Realty, Inc. liquidation)	18,315.00
Basecamp, LLC, (assumed debt from Lakecrest Realty, Inc. liquidation)	1,422.63
Toiyabe Investment Company, (assumed debt from Lakecrest Realty, Inc. liquidation)	750.00
Chase Mortgage, escrow balance deficit	3,666.81
Maupin Cox & LeGoy, legal fees on account	19,838.00

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE M - UNPAID CLAIMS AND TRUST DEBTS
As of March 31, 2016

	<u>Amounts</u>
UNPAID CLAIMS AND TRUST DEBTS (continued):	
Rossmann MacDonald & Benetti, accounting fees on account	61,213.74
Montreux Development Group LLC, 4005 Quail Rock improvements on account	4,402.16
Mount Rose Insurance, insurance on 4005 Quail Rock	1,308.00
Washoe County Treasurer, property taxes on 4005 Quail Rock Lane	4,188.74
Lakeridge Golf Course, reimbursements on account	624.43
Stan Jaksick, reimbursements	635.00
TOTAL UNPAID CLAIMS AND TRUST DEBTS	<u>\$ 3,991,161.06</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE N - CONTINGENT TRUST OBLIGATIONS
As of March 31, 2016

	<u>Amounts</u>
CONTINGENT TRUST OBLIGATIONS:	
Note Payable - American AgCredit FLCA (51% of joint obligation) Original note dated August 20, 2004 in the amount of \$2,960,000 due and payable September 1, 2024. Principal and interest payments in the amount of \$206,883.82 are payable annually on September 1. Interest on the note is fixed at 6.05% per annum. Todd Jaksick is jointly obligated on this note and is apportioned 51% of the balance. The outstanding principal balance as of March 31, 2016 is \$1,404,102.95. The note is secured by real property and cross collateralized with real estate owned by SJ Ranch, LLC, Bright Holland Co, and White Pine Lumber Co.	716,092.50
Note Payable, American AgCredit FLCA Original note dated January 22, 2003 in the amount of \$2,345,000 to White Pine Lumber Company. The Samuel S Jaksick, Jr. Trust is a guarantor pursuant to an amended and restated Continuing Guarantee agreement December 5, 2013. Payable in monthly installments of \$6,681.48 including interest at 6.05% beginning March 1, 2014 and continuing until March 1, 2023 at which time the principal and accrued interest is due and payable. The note is secured by real property and cross collateralized with real estate owned by Bright-Holland Company, SJ Ranch, LLC, and White Pine Lumber Co.	456,618.25
Note Payable, American AgCredit FLCA Original note dated June 20, 2001 in the amount of \$2,305,335 to Bright-Holland Company. The Samuel S Jaksick, Jr. Trust is a guarantor pursuant to an amended and restated Continuing Guarantee agreement dated December 5, 2013. Pursuant to an amendment to the loan dated December 5, 2013, the loan is payable in one installment of principal of \$34,785.61 and accrued interest at 6.05% on July 1, 2014 and beginning July 1, 2015 the loan is payable in annual installments of \$55,652.54 including interest at 6.05% and continuing until July 1, 2021 at which time the principal and accrued interest is due and payable. The note is secured by real property and cross collateralized with real estate owned by Bright-Holland Company, SJ Ranch, LLC, Duck Lake Ranch, LLC, and White Pine Lumber Co. The Samuel S Jaksick Jr Trust was released from this obligation as a result of the payoff of the debt during June 2016.	273,232.19
Note Payable, American AgCredit FLCA Original note dated October 2, 2001 in the amount of \$450,000 to SJ Ranch LLC. The Samuel S Jaksick Jr Family Trust is a guarantor pursuant to an amended and restated Continuing Guarantee agreement dated December 5, 2013. Payable in annual installments of \$41,008.31 including interest at 6.05% continuing until September 1, 2021 at which time the principal and accrued interest is due and payable. The note is secured by real property and cross collateralized with real estate owned by Bright- Holland Company, SJ Ranch, LLC, Duck Lake Ranch, LLC, and White Pine Lumber Co.	201,334.67

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE N - CONTINGENT TRUST OBLIGATIONS
As of March 31, 2016

	<u>Amounts</u>
CONTINGENT TRUST OBLIGATIONS (continued):	
Note Payable, George J Brown 1986 Revocable Trust	134,000.00
Original note dated March 19, 2012 in the amount of \$184,603 to ALSB Ltd. The Samuel S Jaksick Jr Family Trust is a guarantor. The note bears interest at 8% annually and is payable in principal and interest installments of \$55,526 on May 20, 2015, \$48,933 on March 20, 2016, \$43,760 on September 20, 2016, and \$55,440 on January 20, 2017.	
Indemnification and Contribution Agreement which substantively indicates that Todd and Dawn Jaksick, TBJ SC Trust, and TBJ Investment Trust are indemnified against the Samuel S Jaksick Jr Family Trust from having to perform on obligations and debts. There are many amounts listed in the agreement and have been claimed against the trust. The total amount of the claim has yet to be determined. The following unpaid balances are as follows:	
Note Payable - in the amount of \$7,825,000 by Jackrabbit Properties, LLC in favor of Metropolitan Life Insurance Company.	4,305,000.00
Note Payable - in the amount of \$4,020,000 by Winnemucca Ranch LLC (now known as Buckhorn Land & Livestock, LLC) in favor of Metropolitan Life Insurance Company.	598,000.00
Mortgage - by Todd Jaksick in favor of Bank of America.	2,350,000.00
Note Payable - American AgCredit FLCA (51% of joint obligation) also listed above in the amount of \$716,092.50	-
Notes Payable - Todd Stan and Wendy notes payable in the amounts of \$231,432.07 each totaling \$694,296.21. These are direct obligations of the trust and listed separately under debts.	-
Note Payable - by Todd Jaksick in favor of Samuel S Jaksick Jr. Family Trust originally in the amount of \$349,129. This note was assigned to the TBJ SC Trust and later bequested back to the TBJ SC Trust in the second amendment to the Samuel S Jaksick Family Trust dated December 12, 2012. The balance of the note is \$103,659.16.	-
TOTAL CONTINGENT TRUST OBLIGATIONS	<u>\$ 9,034,277.61</u>

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1 - SUMMARY OF ACCOUNT
FIRST INDEPENDENT BANK #772

For the period beginning April 1, 2015 and ending March 31, 2016

	<u>Schedule</u>	<u>Amounts</u>	<u>Totals</u>
ASSETS ON HAND, APRIL 1, 2015			\$ 5,462.52
ADDITIONS:			
<u>Receipts of principal:</u>			
Loan proceeds received	1A	\$ 201,168.93	
Additional assets received	1B	142.99	
Total receipts of principal		201,311.92	
<u>Receipts of income:</u>			
Income	1C	88,987.26	
Total receipts of income		88,987.26	
<u>Other additions:</u>			
Deposit of held checks (11/3/15)	-	254.80	
Collections on loans and investments	1D	11,765.36	
Transfers in	1E	250,000.00	
Total other additions		262,020.16	
TOTAL ADDITIONS			552,319.34
TOTAL CHARGEABLE ASSETS			\$ 557,781.86
DEDUCTIONS:			
<u>Other deductions:</u>			
Transfers out	1F	44,862.86	
Loans made and advances	1G	20,044.44	
Investments made	1H	96,770.98	
Total other deductions		161,678.28	
<u>Deductions from principal:</u>			
Expenses	1I	259,424.25	
Deductions to pay trust debts	1J	91,786.36	
Total deductions from principal		351,210.61	
<u>Deductions from income:</u>			
Expenses	1I	19,622.78	
Deductions to pay interest	1J	22,680.91	
Total deductions from income		42,303.69	
LESS: TOTAL DEDUCTIONS			555,192.58
ASSETS ON HAND, MARCH 31, 2016			\$ 2,589.28

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1A - LOAN PROCEEDS RECEIVED
FIRST INDEPENDENT BANK #772

For the period beginning April 1, 2015 and ending March 31, 2016

<u>Date</u>	<u>Payor</u>	<u>Amount</u>	<u>Totals</u>
LOAN PROCEEDS RECEIVED:			
8/12/15	Lakeridge Golf Course Ltd	\$ 17,142.27	
8/21/15	Lakeridge Golf Course Ltd	9,064.83	
9/3/15	Lakeridge Golf Course Ltd	20,749.14	
9/22/15	Lakeridge Golf Course Ltd	1,500.00	
9/23/15	Lakeridge Golf Course Ltd	65,500.00	
10/30/15	Lakeridge Golf Course Ltd	40,259.77	
12/15/15	Lakeridge Golf Course Ltd	5,152.92	
2/16/16	Lakeridge Golf Course Ltd	17,500.00	
3/10/16	Lakeridge Golf Course Ltd	5,300.00	
3/24/16	Lakeridge Golf Course Ltd	19,000.00	
	Total Lakeridge Golf Course	<u>201,168.93</u>	
TOTAL LOAN PROCEEDS RECEIVED			<u>\$ 201,168.93</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1B - ADDITIONAL ASSETS RECEIVED
FIRST INDEPENDENT BANK #772

For the period beginning April 1, 2015 and ending March 31, 2016

<u>Date</u>	<u>Payor</u>	<u>Income</u>	<u>Totals</u>
ADDITIONAL ASSETS RECEIVED:			
5/4/15	Liquidation of Etrade account	\$ 132.74	
11/3/15	Liquidation of Etrade account	10.25	
	Total liquidation of Etrade account	<u>142.99</u>	
	TOTAL ADDITIONAL ASSETS RECEIVED		<u>\$ 142.99</u>

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SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1C - RECEIPTS OF INCOME
FIRST INDEPENDENT BANK #772

For the period beginning April 1, 2015 and ending March 31, 2016

<u>Date</u>	<u>Payor</u>	<u>Income</u>	<u>Totals</u>
RECEIPTS OF INCOME:			
3/21/16	Todd Jaksick	\$ 796.17	
	Total interest income - Todd Jaksick	<u>796.17</u>	\$ 796.17
11/3/15	United Technologies	89.60	
11/3/15	United Technologies	89.60	
3/15/16	United Technologies	<u>89.60</u>	
	Total dividend income - United Technologies	<u>268.80</u>	268.80
12/29/15	Toiyabe Investment Co	<u>82,095.76</u>	
	Total distributions -Toiyabe Investment Co	<u>82,095.76</u>	82,095.76
3/21/16	American AgCredit	<u>5,441.40</u>	
	Total patronage dividend	<u>5,441.40</u>	5,441.40
10/20/15	US Treasury - Form 941 refund	<u>385.13</u>	
	Total refunds	<u>\$ 385.13</u>	<u>385.13</u>
	TOTAL RECEIPTS OF INCOME		<u>\$ 88,987.26</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1D - COLLECTIONS ON LOANS
FIRST INDEPENDENT BANK #772

For the period beginning April 1, 2015 and ending March 31, 2016

<u>Date</u>	<u>Payor</u>	<u>Amount</u>	<u>Totals</u>
COLLECTIONS ON LOANS:			
3/21/16	Todd Jaksick	\$ 4,867.31	
	Total Todd Jaksick LLC	<u>4,867.31</u>	
11/2/15	Jaksick Family LLC	50.00	
	Total Jaksick Family LLC	<u>50.00</u>	
TOTAL COLLECTIONS ON LOANS			\$ 4,917.31
COLLECTIONS ON INVESTMENTS:			
11/17/15	SST Westridge, LLC	\$ 100.00	
11/17/15	SST Westridge, LLC	<u>6,748.05</u>	
	Total liquidating distributions - SST Westridge, LLC	<u>6,848.05</u>	
TOTAL COLLECTIONS ON INVESTMENTS			6,848.05
TOTAL COLLECTIONS ON LOANS AND INVESTMENTS			<u>\$ 11,765.36</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1E - TRANSFERS IN
FIRST INDEPENDENT BANK #772
For the period beginning April 1, 2015 and ending March 31, 2016

<u>Date</u>	<u>Payor</u>	<u>Amount</u>	<u>Totals</u>
TRANSFERS IN:			
7/14/15	Funds transferred from RBC	<u>\$ 250,000.00</u>	
TOTAL TRANSFERS IN			<u>\$ 250,000.00</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1F - TRANSFERS OUT
FIRST INDEPENDENT BANK #772
For the period beginning April 1, 2015 and ending March 31, 2016

<u>Date</u>	<u>Check #</u>	<u>Payor</u>	<u>Amount</u>	<u>Totals</u>
TRANSFERS OUT:				
<u>American AgCredit</u>				
9/28/15	9523	Funds transferred to American AgCredit	\$ 20,046.00	
3/24/16	9586	Funds transferred to American AgCredit	11,104.88	
3/24/16	9587	Funds transferred to American AgCredit	6,681.48	
		Total American AgCredit	<u>37,832.36</u>	
<u>Chase Mortgage Escrow Account</u>				
10/5/15	9525	Funds transferred to Chase Mortgage Escrow Account	1,171.75	
11/16/15	9578	Funds transferred to Chase Mortgage Escrow Account	1,171.75	
11/30/15	9543	Funds transferred to Chase Mortgage Escrow Account	1,171.75	
1/20/16	9553	Funds transferred to Chase Mortgage Escrow Account	1,171.75	
2/29/16	9565	Funds transferred to Chase Mortgage Escrow Account	1,171.75	
3/29/16	9588	Funds transferred to Chase Mortgage Escrow Account	1,171.75	
		Total Chase Mortgage Escrow Account	<u>7,030.50</u>	
TOTAL TRANSFERS OUT				<u>\$ 44,862.86</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1G - LOANS MADE AND ADVANCES
FIRST INDEPENDENT BANK #772

For the period beginning April 1, 2015 and ending March 31, 2016

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Totals</u>
LOANS MADE AND ADVANCES:			
1/7/16	EFT	American Ag Credit	\$ 6,681.48
1/13/16	9287	American Ag Credit	6,681.48
2/24/16	EFT	American Ag Credit	6,681.48
		Total White Pine Lumber Company	<u>20,044.44</u>
TOTAL LOANS MADE AND ADVANCES			<u><u>\$ 20,044.44</u></u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1H - INVESTMENTS MADE
FIRST INDEPENDENT BANK #772

For the period beginning April 1, 2015 and ending March 31, 2016

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Totals</u>
INVESTMENTS MADE:			
8/11/15	9518	Realm Construction	\$ 17,142.27
8/18/15	9519	Realm Construction	9,064.83
9/3/15	9520	Realm Construction	20,749.14
10/28/15	9539	Realm Construction	40,259.77
12/14/15	9560	Realm Construction	5,152.92
		Total 4005 Quail Rock Lane, Reno NV	92,368.93
4/7/15	EFT	SJ Ranch LLC	150.00
		Total SJ Ranch LLC	150.00
11/12/15	9547	BBB Investments	714.00
12/8/15	9557	BBB Investments	1,321.04
1/27/16	9572	BBB Investments	660.52
3/2/16	EFT	BBB Investments	630.00
		Total BBB Investments	3,325.56
5/13/15	9510	US Treasury	29.06
11/24/15	9550	US Treasury	237.45
11/24/15	9551	US Treasury	396.68
3/17/16	9583	US Treasury	263.30
		Total Lake Crest Realty, Inc	926.49
TOTAL INVESTMENTS MADE:			\$ 96,770.98

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE II - EXPENSES
FIRST INDEPENDENT BANK #772
For the period beginning April 1, 2015 and ending March 31, 2016

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Principal</u>	<u>Income</u>	<u>Totals</u>
EXPENSES:					
10/19/15	9536	Rossmann MacDonald & Benetti CPA's	2,500.00	2,500.00	5,000.00
		Total accounting fees	<u>2,500.00</u>	<u>2,500.00</u>	<u>5,000.00</u>
5/31/15	EFT	First Independent Bank		16.00	16.00
6/30/15	EFT	First Independent Bank		16.00	16.00
7/31/15	EFT	First Independent Bank		16.00	16.00
8/31/15	EFT	First Independent Bank		16.00	16.00
9/30/15	EFT	First Independent Bank		16.00	16.00
9/30/15	EFT	First Independent Bank		49.00	49.00
9/30/15	EFT	First Independent Bank		35.00	35.00
9/30/15	EFT	First Independent Bank		35.00	35.00
9/30/15	EFT	First Independent Bank		10.00	10.00
1/31/16	EFT	First Independent Bank		16.00	16.00
2/29/16	EFT	First Independent Bank		16.00	16.00
3/4/16	EFT	First Independent Bank		50.00	50.00
3/31/16	EFT	First Independent Bank		16.00	16.00
		Total bank charges	<u>-</u>	<u>307.00</u>	<u>307.00</u>
10/6/15	9534	Juan Garcia		120.00	120.00
11/4/15	9540	Juan Garcia		225.00	225.00
		Total gardening	<u>-</u>	<u>345.00</u>	<u>345.00</u>
9/30/15	9527	Saddlehorn Homeowners Assn		110.00	110.00
		Total homeowners assn dues	<u>-</u>	<u>110.00</u>	<u>110.00</u>
7/7/15	9516	Colorado Department of Revenue	40,000.00		40,000.00
7/7/15	9517	US Treasury	210,000.00		210,000.00
		Total income taxes	<u>250,000.00</u>	<u>-</u>	<u>250,000.00</u>
11/19/15	9549	Hartford		574.00	574.00
4/30/15	EFT	IPFS for Aspen American Insurance		111.11	111.11
5/31/15	EFT	IPFS for Aspen American Insurance		111.11	111.11
6/30/15	EFT	IPFS for Aspen American Insurance		111.11	111.11
7/31/15	EFT	IPFS for Aspen American Insurance		111.11	111.11
8/31/15	EFT	IPFS for Aspen American Insurance		111.11	111.11
9/30/15	EFT	IPFS for Aspen American Insurance		111.11	111.11
10/31/15	EFT	IPFS for Aspen American Insurance		111.11	111.11
11/30/15	EFT	IPFS for Aspen American Insurance		111.11	111.11
12/31/15	EFT	IPFS for Aspen American Insurance		208.25	208.25
		Total insurance	<u>-</u>	<u>1,671.13</u>	<u>1,671.13</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST

SCHEDULE 1I - EXPENSES

FIRST INDEPENDENT BANK #772

For the period beginning April 1, 2015 and ending March 31, 2016

Date	Check #	Payee	Principal	Income	Totals
9/17/15	9521	Maupin Cox & Legoy	2,500.00	2,500.00	5,000.00
9/30/15	9531	Lewis Roca Rothgerber	674.25	674.25	1,348.50
11/30/15	9554	Maupin Cox & Legoy	2,500.00	2,500.00	5,000.00
1/19/16	9569	Maupin Cox & Legoy	1,250.00	1,250.00	2,500.00
		Total legal fees	6,924.25	6,924.25	13,848.50
5/19/15	EFT	Nevada Secretary of State		325.00	325.00
5/19/15	EFT	Nevada Secretary of State		325.00	325.00
11/27/15	EFT	Nevada Secretary of State		900.00	900.00
2/24/16	9575	Nevada Secretary of State		236.25	236.25
		Total licenses and permits	-	1,786.25	1,786.25
4/9/15	EFT	US Treasury		171.97	171.97
4/9/15	EFT	US Treasury		667.39	667.39
5/14/15	EFT	US Treasury		26.90	26.90
5/14/15	EFT	US Treasury		227.06	227.06
		Total payroll taxes	-	1,093.32	1,093.32
4/15/15	9510	James Corica		520.85	520.85
4/15/15	9511	Nanette Childers		517.16	517.16
4/30/15	9512	Nanette Childers		480.22	480.22
5/15/15	9513	Nanette Childers		369.40	369.40
5/15/15	9514	James Corica		520.85	520.85
		Total salaries	-	2,408.48	2,408.48
9/30/15	9524	Arkadin, Inc.		127.09	127.09
11/12/15	9541	Arkadin, Inc.		63.42	63.42
		Total telephone	-	190.51	190.51
9/30/15	9526	Nevada Energy		53.44	53.44
9/30/15	9528	Truckee Meadows Water Authority		125.02	125.02
9/30/15	9529	Washoe County Treasurer		40.95	40.95
9/30/15	9532	Waste Management of Nevada		66.63	66.63
11/1/15	9600	Waste Management of Nevada		68.10	68.10
11/12/15	9544	Nevada Energy		79.80	79.80
11/12/15	9545	Truckee Meadows Water Authority		281.29	281.29
11/12/15	9546	Washoe County Treasurer		93.21	93.21
12/8/15	9558	Nevada Energy		56.58	56.58
12/8/15	9559	Truckee Meadows Water Authority		45.74	45.74
12/28/15	EFT	Truckee Meadows Water Authority		26.68	26.68
1/13/16	9567	Nevada Energy		296.90	296.90
1/13/16	9568	Washoe County Treasurer		87.51	87.51
1/26/16	9570	Nevada Energy		328.61	328.61

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 11 - EXPENSES
FIRST INDEPENDENT BANK #772
For the period beginning April 1, 2015 and ending March 31, 2016

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Principal</u>	<u>Income</u>	<u>Totals</u>
1/26/16	9571	Washoe County Treasurer		40.95	40.95
2/1/16	9594	Washoe County Treasurer		41.59	41.59
3/9/16	9581	Washoe County Treasurer		42.23	42.23
3/9/16	9582	Waste Management of Nevada		66.63	66.63
3/17/16	9584	Nevada Energy		444.98	444.98
		Total utilities		2,286.84	2,286.84
TOTAL EXPENSES			259,424.25	19,622.78	279,047.03

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1J - DEDUCTIONS TO PAY TRUST DEBTS
FIRST INDEPENDENT BANK #772
For the period beginning April 1, 2015 and ending March 31, 2016

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Principal</u>	<u>Income</u>	<u>Totals</u>
DEDUCTIONS TO PAY TRUST DEBTS:					
12/29/15	EFT	Montreux Development Group LLC	\$ 50,000.00	\$ 5,771.22	\$ 55,771.22
		Montreux Development Group LLC T	50,000.00	5,771.22	55,771.22
9/17/15	9522	Western Alliance Bank		1,469.50	1,469.50
10/15/15	9535	Western Alliance Bank		1,422.11	1,422.11
11/18/15	9548	Western Alliance Bank		1,469.50	1,469.50
1/7/16	9563	Western Alliance Bank		1,493.20	1,493.20
1/13/16	9564	Western Alliance Bank		1,422.10	1,422.10
3/22/16	EFT	Western Alliance Bank		2,891.61	2,891.61
		Western Alliance Bank Total	-	10,168.02	10,168.02
9/30/15	9525	Chase mortgage	1,156.45	857.27	2,013.72
11/1/15	9578	Chase mortgage	1,153.67	860.05	2,013.72
11/12/15	9543	Chase mortgage	1,151.18	862.54	2,013.72
11/30/15	9553	Chase mortgage	1,151.05	862.67	2,013.72
1/13/16	9565	Chase mortgage	1,146.84	866.88	2,013.72
3/24/16	9588	Chase mortgage	1,140.64	873.08	2,013.72
		Chase mortgage Total	6,899.83	5,182.49	12,082.32
10/19/15	9533	Nevada State Bank	4,932.03	274.50	5,206.53
11/1/15	9538	Nevada State Bank	4,939.78	266.75	5,206.53
11/24/15	9552	Nevada State Bank	4,969.81	236.72	5,206.53
1/4/16	9561	Nevada State Bank	4,983.57	222.96	5,206.53
2/11/16	9574	Nevada State Bank	5,009.86	196.67	5,206.53
3/9/16	9580	Nevada State Bank	5,021.79	184.74	5,206.53
3/24/16	9589	Nevada State Bank	5,029.69	176.84	5,206.53
		Nevada State Bank Total	34,886.53	1,559.18	36,445.71
TOTAL DEDUCTIONS TO PAY TRUST DEBTS			91,786.36	22,680.91	114,467.27

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 2 - SUMMARY OF ACCOUNT

RBC - #472

For the period beginning April 1, 2015 and ending March 31, 2016

<u>Date</u>	<u>Ck#</u>	<u>Payor</u>	<u>Description</u>	<u>Amount</u>	<u>Totals</u>
ASSETS ON HAND, APRIL 1, 2015					\$ 273,745.77
			Total receipts of income (from schedule 2A)	<u>\$ 100,369.08</u>	
			TOTAL ADDITIONS:		100,369.08
			TOTAL CHARGEABLE ASSETS		<u>\$ 374,114.85</u>
DEDUCTIONS:					
			<u>Other deductions</u>		
			<u>Transfers out:</u>		
7/14/15	7076	Samuel S Jaksick Jr Fam Tr	First Interstate Bank	<u>\$ 250,000.00</u>	
			Total Transfers out	<u>250,000.00</u>	
			<u>Investments made:</u>		
			Investments made (from Schedule 2B)	<u>4,459.00</u>	
			Total investments made	<u>4,459.00</u>	
			Total other deductions		\$ 254,459.00
			<u>Deductions from principal:</u>		
			Expenses (from Schedule 2C)	<u>6,500.00</u>	
			Deductions to pay trust debts (from Schedule 2D)	<u>85,245.97</u>	
			Total deductions from principal		91,745.97
			<u>Deductions from income:</u>		
			Expenses (from Schedule 2C)	<u>13,508.07</u>	
			Deductions to pay interest (from Schedule 2D)	<u>14,021.86</u>	
			Total deductions from income		27,529.93
			TOTAL DEDUCTIONS:		<u>\$ 373,734.90</u>
ASSETS ON HAND, MARCH 31, 2016					<u>\$ 379.95</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 2A - RECEIPTS OF INCOME
RBC - #472

For the period beginning April 1, 2015 and ending March 31, 2016

<u>Date</u>	<u>Payor</u>	<u>Income</u>	<u>Totals</u>
RECEIPTS OF INCOME:			
12/15/15	United Technologies	\$ 89.60	
	Total dividend income - United Technologies	<u>89.60</u>	\$ 89.60
4/9/15	Buckhorn Land & Livestock, LLC	<u>100,000.00</u>	
	Total distributions -Buckhorn Land & Livestock, LLC	<u>100,000.00</u>	100,000.00
4/30/15	Interest income	72.94	
5/31/15	Interest income	70.98	
6/30/15	Interest income	73.49	
7/31/15	Interest income	50.79	
8/31/15	Interest income	9.04	
9/30/15	Interest income	1.21	
10/31/15	Interest income	0.41	
11/30/15	Interest income	0.22	
12/31/15	Interest income	0.16	
1/31/16	Interest income	0.08	
2/29/16	Interest income	0.08	
3/31/16	Interest income	<u>0.08</u>	
	Total interest income	<u>279.48</u>	<u>279.48</u>
	TOTAL RECEIPTS OF INCOME		<u><u>\$ 100,369.08</u></u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST

SCHEDULE 2B - INVESTMENTS MADE

FIRST INDEPENDENT BANK #772

For the period beginning April 1, 2015 and ending March 31, 2016

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Totals</u>
INVESTMENTS MADE:			
10/23/15	7094	Duck Flat Ranch, LLC	147.00
		Duck Flat Ranch, LLC Total	147.00
5/12/15	7055	BBB Investments, LLC	686.00
6/8/15	7064	BBB Investments, LLC	686.00
8/1/15	7073	BBB Investments, LLC	686.00
9/2/15	7090	BBB Investments, LLC	686.00
10/8/15	7104	BBB Investments, LLC	686.00
12/15/15	7096	BBB Investments, LLC	171.50
7/9/15	EFT	BBB Investments, LLC	710.50
		BBB Investments Total	4,312.00
TOTAL INVESTMENTS MADE			4,459.00

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST

SCHEDULE 2C - EXPENSES

RBC #472

For the period beginning April 1, 2015 and ending March 31, 2016

Date	Check #	Payee	Principal	Income	Totals
EXPENSES:					
7/24/15	7082	William G Kimmel	1,250.00	1,250.00	2,500.00
9/1/15	7101	William G Kimmel	2,750.00	2,750.00	5,500.00
		Total appraisals	4,000.00	4,000.00	8,000.00
7/31/15	EFT	RBC		20.00	20.00
10/26/15	EFT	RBC		20.00	20.00
10/26/15	EFT	RBC		20.00	20.00
10/26/15	EFT	RBC		20.00	20.00
		Total bank charges	-	80.00	80.00
9/3/15	7098	Juan Garcia		1,060.00	1,060.00
		Total gardening	-	1,060.00	1,060.00
5/18/15	7059	Saddlehorn Homeowners Assn		150.00	150.00
6/4/15	EFT	Saddlehorn Homeowners Assn		155.00	155.00
12/9/15	9999	Saddlehorn Homeowners Assn		155.00	155.00
		Total homeowners assn dues	-	460.00	460.00
4/13/15	7045	Maupin Cox & LeGoy	2,500.00	2,500.00	5,000.00
9/8/15	7091	Palmer Law, CHTD		50.00	50.00
		Total legal fees	2,500.00	2,550.00	5,050.00
4/6/15	EFT	Nevada Secretary of State		1,502.00	1,502.00
12/17/15	9999	Nevada Secretary of State		350.00	350.00
		Total licenses and permits	-	1,852.00	1,852.00
10/21/15	7093	Jessica Clayton		247.23	247.23
		Total meetings	-	247.23	247.23
4/22/15	7048	Employment Security Division		34.89	34.89
4/22/15	7047	Employment Security Division		235.55	235.55
8/1/15	7084	Employment Security Division		20.86	20.86
8/1/15	7083	Employment Security Division		140.83	140.83
		Total payroll taxes	-	432.13	432.13
7/22/15	7078	Arkadin, Inc.		109.27	109.27
8/12/15	7088	Arkadin, Inc.		63.61	63.61
		Total telephone	-	172.88	172.88
10/21/15	7092	Stan Jaksick		439.98	439.98
		Total travel	-	439.98	439.98
4/13/15	7046	Washoe County Treasurer		46.56	46.56
4/29/15	7052	Nevada Energy		357.43	357.43
4/29/15	7049	Waste Management of Nevada		131.64	131.64
5/12/15	7057	Washoe County Treasurer		40.95	40.95
5/12/15	7058	Waste Management of Nevada		81.63	81.63
5/18/15	7061	Nevada Energy		263.91	263.91
5/18/15	7060	Truckee Meadows Water Authority		116.19	116.19
6/8/15	7065	Washoe County Treasurer		40.95	40.95
6/22/15	7067	Nevada Energy		280.59	280.59
6/23/15	7068	Truckee Meadows Water Authority		135.49	135.49
7/14/15	7075	Washoe County Treasurer		40.95	40.95
7/22/15	7079	Nevada Energy		150.25	150.25
7/22/15	7081	Truckee Meadows Water Authority		117.16	117.16
7/22/15	7080	Waste Management of Nevada		66.63	66.63
8/12/15	7086	Washoe County Treasurer		40.95	40.95
8/20/15	7089	Washoe County Treasurer		27.46	27.46

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST

SCHEDULE 2C - EXPENSES

RBC #472

For the period beginning April 1, 2015 and ending March 31, 2016

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Principal</u>	<u>Income</u>	<u>Totals</u>
8/27/15	7102	Nevada Energy		131.76	131.76
8/27/15	7103	Truckee Meadows Water Authority		143.35	143.35
		Total utilities	-	2,213.85	2,213.85
TOTAL EXPENSES			\$ 6,500.00	\$ 13,508.07	\$ 20,008.07

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 2D - DEDUCTIONS TO PAY TRUST DEBTS

RBC #472

For the period beginning April 1, 2015 and ending March 31, 2016

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Principal</u>	<u>Income</u>	<u>Totals</u>
DEDUCTIONS TO PAY TRUST DEBTS:					
4/13/15	7044	Chase	\$ 1,153.57	\$ 856.75	\$ 2,010.32
4/29/15	7050	Chase	1,154.05	856.27	2,010.32
5/28/15	7063	Chase	1,157.94	855.78	2,013.72
7/13/15	7071	Chase	1,157.94	855.78	2,013.72
8/26/15	7100	Chase	1,157.18	856.54	2,013.72
		Total Chase	<u>5,780.68</u>	<u>4,281.12</u>	<u>4,027.44</u>
4/29/15	7051	Nevada State Bank	4,811.59	394.94	5,206.53
5/26/15	7062	Nevada State Bank	4,819.47	387.06	5,206.53
6/25/15	7069	Nevada State Bank	4,852.24	354.29	5,206.53
7/13/15	7072	Nevada State Bank	4,862.21	344.32	5,206.53
7/22/15	7077	Nevada State Bank	4,913.25	293.28	5,206.53
8/26/15	7099	Nevada State Bank	5,206.53		5,206.53
		Total Nevada State Bank	<u>29,465.29</u>	<u>1,773.89</u>	<u>31,239.18</u>
8/1/15	7085	Estate of Janene Jaksick	50,000.00		50,000.00
		Total Estate of Janene Jaksick	<u>50,000.00</u>	<u>-</u>	<u>50,000.00</u>
5/4/15	7054	Western Alliance Bank		2,061.48	2,061.48
5/12/15	7056	Western Alliance Bank		1,544.27	1,544.27
6/11/15	7066	Western Alliance Bank		1,469.50	1,469.50
7/17/15	7074	Western Alliance Bank		1,422.10	1,422.10
8/12/15	7087	Western Alliance Bank		1,469.50	1,469.50
		Total Western Alliance Bank	<u>-</u>	<u>7,966.85</u>	<u>7,966.85</u>
TOTAL DEDUCTIONS TO PAY TRUST DEBTS			<u><u>\$ 85,245.97</u></u>	<u><u>\$ 14,021.86</u></u>	<u><u>\$ 99,267.83</u></u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 3 - SUMMARY OF ACCOUNT
AMERICAN AGCREDIT

For the period beginning April 1, 2015 and ending March 31, 2016

<u>Date</u>	<u>Payor</u>	<u>Description</u>	<u>Amount</u>	<u>Totals</u>
ASSETS ON HAND, APRIL 1, 2015				<u>\$ 305,803.19</u>
<u>Interest income</u>				
<u>White Pine Lumber Co</u>				
5/8/15	White Pine Lumber Co	Interest income	\$ 8.13	
9/28/15	White Pine Lumber Co	Interest income	89.29	
	Total White Pine Lumber Co		<u>97.42</u>	
<u>American AgCredit</u>				
4/30/15	American AgCredit	Interest income	91.03	
5/31/15	American AgCredit	Interest income	86.07	
6/30/15	American AgCredit	Interest income	90.88	
7/31/15	American AgCredit	Interest income	86.07	
8/1/15	American AgCredit	Interest income	75.82	
9/1/15	American AgCredit	Interest income	74.05	
10/1/15	American AgCredit	Interest income	0.69	
11/1/15	American AgCredit	Interest income	4.93	
12/1/15	American AgCredit	Interest income	2.42	
1/1/16	American AgCredit	Interest income	0.45	
2/1/16	American AgCredit	Interest income	0.32	
3/1/16	American AgCredit	Interest income	0.30	
	Total American AgCredit		<u>513.03</u>	
<u>Todd Jaksick</u>				
5/8/15	Todd Jaksick	Interest income	2,662.34	
8/31/15	Todd Jaksick	Interest income	482.31	
	Total Todd Jaksick		<u>3,144.65</u>	
	Total interest income		<u>3,755.10</u>	
<u>Dividend income</u>				
5/8/15	American AgCredit	Patronage dividend	5,879.58	
	Total dividend income		<u>5,879.58</u>	
	Total income			9,634.68
<u>Other additions:</u>				
<u>Loan payments received</u>				
5/8/15	White Pine Lumber Co	loan repayment	4,096.39	
9/28/15	White Pine Lumber Co	loan repayment	6,592.19	
	Total White Pine Lumber Co		<u>10,688.58</u>	
5/8/15	Todd Jaksick	loan repayment	3,457.16	
8/31/15	Todd Jaksick	loan repayment	6,617.69	
	Total Todd Jaksick		<u>10,074.85</u>	
	Total loan payments received		<u>20,763.43</u>	
<u>Transfers in:</u>				
9/28/15	Samuel S Jaksick Jr Fam Tr	Transfer from First Interstate Bank	20,046.00	
3/24/16	Samuel S Jaksick Jr Fam Tr	Transfer from First Interstate Bank	11,104.88	

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 3 - SUMMARY OF ACCOUNT
AMERICAN AGCREDIT

For the period beginning April 1, 2015 and ending March 31, 2016

<u>Date</u>	<u>Payor</u>	<u>Description</u>	<u>Amount</u>	<u>Totals</u>
3/24/16	Samuel S Jaksick Jr Fam Tr	Transfer from First Interstate Bank	6,681.48	
	Total transfers in		37,832.36	
	Total other additions		58,595.79	58,595.79
	TOTAL ADDITIONS:			68,230.47
	TOTAL CHARGEABLE ASSETS			<u>\$ 374,033.66</u>

DEDUCTIONS:

Other deductions:

Investments made:

6/29/15	SJ Ranch LLC	Investment	\$ 41,008.31	
	Total SJ Ranch LLC		41,008.31	
	Total investments made		41,008.31	

Loans made and advances

9/1/15	American AgCredit	Payment for Todd Jaksick	105,510.75	
	Total Todd Jaksick		105,510.75	
6/29/15	American AgCredit	Payment for Bright Holland	40,467.00	
	Total Bright Holland Company		40,467.00	
4/1/15	American AgCredit for White Pine		6,681.48	
5/1/15	American AgCredit for White Pine		6,681.48	
6/1/15	American AgCredit for White Pine		6,681.48	
6/30/15	American AgCredit for White Pine		6,681.48	
8/1/15	American AgCredit for White Pine		6,681.48	
9/1/15	American AgCredit for White Pine		6,681.48	
10/1/15	American AgCredit for White Pine		6,681.48	
10/7/15	American AgCredit for White Pine		6,681.48	
11/1/15	American AgCredit for White Pine		6,681.48	
12/1/15	American AgCredit for White Pine		6,681.48	
	Total White Pine Lumber Company		66,814.80	
	Total loans made and advances		212,792.55	

Total other deductions **\$ 253,800.86**

Deductions from principal to pay trust debts

American AgCredit

9/1/15	American AgCredit	principal payment	56,339.88	
	Total American AgCredit			56,339.88

Deductions from income to pay trust debts

American AgCredit

9/1/15	American AgCredit	interest payment	45,033.19	
	Total American AgCredit			45,033.19

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 3 - SUMMARY OF ACCOUNT
AMERICAN AGCREDIT

For the period beginning April 1, 2015 and ending March 31, 2016

<u>Date</u>	<u>Payor</u>	<u>Description</u>	<u>Amount</u>	<u>Totals</u>
TOTAL DEDUCTIONS:				<u>355,173.93</u>
ASSETS ON HAND, MARCH 31, 2016				<u>\$ 18,859.73</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 4 - SUMMARY OF ACCOUNT
CHASE MORTGAGE ESCROW ACCOUNT

For the period beginning April 1, 2015 and ending March 31, 2016

<u>Date</u>	<u>Payor</u>	<u>Description</u>	<u>Amount</u>	<u>Totals</u>
ASSETS ON HAND, APRIL 1, 2015				\$ -
<u>Other additions:</u>				
<u>Transfers in:</u>				
10/5/15	Samuel S Jaksick Jr Fam Tr	Transfer from FIB	1,171.75	
11/16/15	Samuel S Jaksick Jr Fam Tr	Transfer from FIB	1,171.75	
11/30/15	Samuel S Jaksick Jr Fam Tr	Transfer from FIB	1,171.75	
1/20/16	Samuel S Jaksick Jr Fam Tr	Transfer from FIB	1,171.75	
2/29/16	Samuel S Jaksick Jr Fam Tr	Transfer from FIB	1,171.75	
3/29/16	Samuel S Jaksick Jr Fam Tr	Transfer from FIB	1,171.75	
Total transfers in			7,030.50	
Total other additions			7,030.50	7,030.50
TOTAL ADDITIONS:				7,030.50
TOTAL CHARGEABLE ASSETS				\$ 7,030.50
DEDUCTIONS:				
<u>Deductions from income</u>				
<u>Property taxes</u>				
8/4/15	Washoe County	Property taxes	1,442.41	
8/4/15	Washoe County	Property taxes	741.35	
8/4/15	Washoe County	Property taxes	4,189.74	
9/17/15	Washoe County	Property taxes	1,441.27	
12/11/15	Washoe County	Property taxes	1,441.27	
2/8/16	Washoe County	Property taxes	1,441.27	
Total property taxes				10,697.31
TOTAL DEDUCTIONS:				10,697.31
ASSETS ON HAND, MARCH 31, 2016				\$ (3,666.81)

See accountant's compilation report

EXHIBIT 8

EXHIBIT 8

EXHIBIT 8

**WENDY JAKSICK TRUST UNDER THE
SAMUEL S JAKSICK JR FAMILY TRUST AGREEMENT
FINANCIAL STATEMENTS
April 21, 2013 to December 31, 2016**

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ROSSMANN
MACDONALD &
BENETTI, INC.



To the trustees of
Wendy Jaksick Trust under the Samuel S Jaksick Jr Family Trust Agreement
Reno, Nevada

The trustees of the Wendy Jaksick Trust under the Samuel S Jaksick Jr Family Trust Agreement are responsible for the accompanying financial statements of the Wendy Jaksick Trust under the Samuel S Jaksick Jr Family Trust Agreement including related schedules, as of December, 31, 2016, and for the period April 21, 2013 to December 31, 2016. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by the trustees. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

The trustees have elected to omit substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the trust's financial position, results of trust activities, and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.

We are not independent with respect to the Wendy Jaksick Trust under the Samuel S Jaksick Jr Family Trust Agreement.

Rossmann MacDonald & Benetti, Inc.
ROSSMANN MACDONALD & BENETTI, INC.
Certified Public Accountant

January 28, 2017

THE WENDY JAKSICK TRUST UNDER THE SAMUEL S JAKSICK JR FAMILY TRUST AGREEMENT
SUMMARY OF ACCOUNT

For the period beginning April 21, 2013 and ending December 31, 2016

	<u>Schedule</u>	<u>Amounts</u>	<u>Totals</u>
ASSETS ON HAND, BEGINNING OF PERIOD			<u><u>\$ -</u></u>
PRINCIPAL BALANCE ON HAND:			
Principal balance on hand, beginning of period	-	\$ -	
Receipts of principal	A	173,455.02	
Less: deductions from principal	1	<u>(36,478.17)</u>	
Total principal balance before distributions from principal	-	<u>136,976.85</u>	
TOTAL PRINCIPAL BALANCE ON HAND			136,976.85
INCOME BALANCE ON HAND:			
Income balance on hand, beginning of period	-	\$ -	
Receipts of income	1	<u>5.39</u>	
Total income balance	-	<u>\$ 5.39</u>	
TOTAL INCOME BALANCE ON HAND			<u>5.39</u>
TOTAL ASSETS ON HAND, DECEMBER 31, 2016	B		<u><u>\$ 136,982.24</u></u>

See accountant's compilation report

THE WENDY JAKSICK TRUST UNDER THE SAMUEL S JAKSICK JR FAMILY TRUST AGREEMENT
SCHEDULE A - RECEIPTS OF PRINCIPAL
For the period beginning April 21, 2013 and ending December 31, 2016

	<u>Schedule</u>	<u>Totals</u>
RECEIPTS OF PRINCIPAL:		
Loan proceeds received	1	\$ 38,000.00
Distributions received from Samuel S Jaksick Jr Family Trust		
Fractional interest in the balance of advances receivable from Bright Holland Company received June 4, 2014 consisting of \$115,299.08 of principal and \$17,244.33 of accrued and unpaid interest. The unpaid principal balance of the entire interest in the advances receivable is \$239,313.46. Interest is accrued at 5% annually. There is no note nor are there repayment terms associated with the balance.		132,543.41
Balance of advances receivable from Jaksick Family LLC received June 4, 2014 consisting of \$2,903.02 of principal and \$8.59 of accrued and unpaid interest. There is no note nor are there repayment terms associated with the balance. Interest is accrued at the blended annual applicable federal rate.		<u>2,911.61</u>
TOTAL RECEIPTS OF PRINCIPAL		<u>\$ 173,455.02</u>

See accountant's compilation report

THE WENDY JAKSICK TRUST UNDER THE SAMUEL S JAKSICK JR FAMILY TRUST AGREEMENT
SCHEDULE B - ASSETS ON HAND, DECEMBER 31, 2016
As of December 31, 2016

	<u>Schedule</u>	<u>Fiduciary Acquisition Value</u>	<u>Estimated Value</u>
CASH:			
RBC Wealth Management	1	1,527.22	1,527.22
NOTES AND OTHER RECEIVABLES:			
Fractional interest in note receivable from Bright Holland Company received June 4, 2014 consisting of \$115,299.08 of principal and \$17,244.33 of accrued and unpaid interest. Twenty percent of the accrued value of the note is held by the trustees for the benefit of the Samuel S Jaksick Jr Irrevocable Grandchild Trust No 2.		132,543.41	132,543.41
Fractional interest in note receivable from Jaksick Family LLC received June 4, 2014 consisting of \$2,903.02 of principal and \$8.59 of accrued and unpaid interest. Twenty percent of the accrued value of the note is held by the trustees for the benefit of the Samuel S Jaksick Jr Irrevocable Grandchild Trust No 2.		2,911.61	2,911.61
TOTAL ASSETS ON HAND, DECEMBER 31, 2016		<u><u>\$ 136,982.24</u></u>	<u><u>\$ 136,982.24</u></u>

See accountant's compilation report

THE WENDY JAKSICK TRUST UNDER THE SAMUEL S JAKSICK JR FAMILY TRUST AGREEMENT
SCHEDULE C - TRUST DEBTS
As of December 31, 2016

	<u>Amounts</u>
TRUST DEBTS:	
Note Payable - Stanley Jaksick Trust under the Samuel S Jaksick Jr Family Trust Original note dated September 10, 2015 in the amount of \$16,000 due and payable September 11, 2016. Interest payments are payable annually on September 11. Interest on the note is fixed at 1.5% per annum. The note may be automatically extended annually depending on Trust cash flow.	\$ 16,000.00
Note Payable - Todd B Jaksick Trust under the Samuel S Jaksick Jr Family Trust Original note dated September 10, 2015 in the amount of \$16,000 due and payable September 11, 2016. Interest payments are payable annually on September 11. Interest on the note is fixed at 1.5% per annum. The note may be automatically extended annually depending on Trust cash flow.	16,000.00
Note Payable - Stanley Jaksick Trust under the Samuel S Jaksick Jr Family Trust Original note dated April 18, 2016 in the amount of \$3,000 including interest is due and payable April 19, 2017. Interest on the note is fixed at 1.5% per annum. The note may be automatically extended annually depending on Trust cash flow.	3,000.00
Note Payable - Todd B Jaksick Trust under the Samuel S Jaksick Jr Family Trust Original note dated April 18, 2016 in the amount of \$3,000 including interest is due and payable April 19, 2017. Interest on the note is fixed at 1.5% per annum. The note may be automatically extended annually depending on Trust cash flow.	3,000.00
TOTAL TRUST DEBTS	<u>\$ 38,000.00</u>

See accountant's compilation report

THE WENDY JAKSICK TRUST UNDER THE SAMUEL S JAKSICK JR FAMILY TRUST AGREEMENT
SCHEDULE 1 - SUMMARY OF ACCOUNT

RBC - #974

For the period beginning April 21, 2013 and ending December 31, 2016

<u>Date</u>	<u>Ck#</u>	<u>Payor</u>	<u>Description</u>	<u>Amount</u>	<u>Totals</u>
ASSETS ON HAND, APRIL 21, 2013					\$ -
			Total receipts of principal (from schedule 1A)	\$ 38,000.00	
			Total receipts of income (from schedule 1B)	<u>5.39</u>	
			TOTAL ADDITIONS:		38,005.39
			TOTAL CHARGEABLE ASSETS		<u><u>\$ 38,005.39</u></u>
DEDUCTIONS:					
			<u>Deductions from principal:</u>		
			Expenses (from Schedule 1C)		36,478.17
			TOTAL DEDUCTIONS:		<u><u>\$ 36,478.17</u></u>
ASSETS ON HAND, DECEMBER 31, 2016					<u><u>\$ 1,527.22</u></u>

See accountant's compilation report

THE WENDY JAKSICK TRUST UNDER THE SAMUEL S JAKSICK JR FAMILY TRUST AGREEMENT
SCHEDULE 1A - RECEIPTS OF PRINCIPAL

RBC - #974

For the period beginning April 21, 2013 and ending December 31, 2016

<u>Date</u>	<u>Payor</u>	<u>Income</u>	<u>Totals</u>
RECEIPTS OF PRINCIPAL:			
9/11/15	Loan proceeds from Todd B Jaksick Trust under the Samuel S Jaksick Jr Family Trust agreement	16,000.00	
9/11/15	Loan proceeds from Stanley S Jaksick Trust under the Samuel S Jaksick Jr Family Trust agreement	16,000.00	
4/18/16	Loan proceeds from Todd B Jaksick Trust under the Samuel S Jaksick Jr Family Trust agreement	3,000.00	
4/18/16	Loan proceeds from Stanley S Jaksick Trust under the Samuel S Jaksick Jr Family Trust agreement	<u>3,000.00</u>	
TOTAL RECEIPTS OF PRINCIPAL			<u>\$ 38,000.00</u>

See accountant's compilation report

THE WENDY JAKSICK TRUST UNDER THE SAMUEL S JAKSICK JR FAMILY TRUST AGREEMENT
SCHEDULE 1B - RECEIPTS OF INCOME

RBC - #974

For the period beginning April 21, 2013 and ending December 31, 2016

<u>Date</u>	<u>Payor</u>	<u>Income</u>	<u>Totals</u>
RECEIPTS OF INCOME:			
12/27/16	Interest income	0.30	
11/28/16	Interest income	0.35	
10/26/16	Interest income	0.31	
9/26/16	Interest income	0.32	
8/26/16	Interest income	0.32	
7/26/16	Interest income	0.30	
6/27/16	Interest income	0.33	
5/26/16	Interest income	0.31	
4/26/16	Interest income	0.26	
3/28/16	Interest income	0.28	
2/26/16	Interest income	0.28	
1/26/16	Interest income	0.26	
12/28/15	Interest income	0.28	
11/27/15	Interest income	0.28	
10/26/15	Interest income	0.36	
9/28/15	Interest income	0.85	
	Total interest income	<u>5.39</u>	<u>5.39</u>
	TOTAL RECEIPTS OF INCOME		<u>\$ 5.39</u>

See accountant's compilation report

THE WENDY JAKSICK TRUST UNDER THE SAMUEL S JAKSICK JR FAMILY TRUST AGREEMENT
SCHEDULE 1C - EXPENSES

RBC #974

For the period beginning April 21, 2013 and ending December 31, 2016

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Principal</u>	<u>Income</u>	<u>Totals</u>
EXPENSES:					
9/14/15		US Treasury	29,992.00		29,992.00
10/15/15		US Treasury	16.17		16.17
4/18/16		US Treasury	5,778.00		5,778.00
		Total US Treasury	<u>35,786.17</u>	<u>-</u>	<u>35,786.17</u>
10/20/15		Colorado Dept of Revenue	692.00		692.00
		Total Colorado Dept of Revenue	<u>692.00</u>	<u>-</u>	<u>692.00</u>
TOTAL EXPENSES			<u>\$ 36,478.17</u>	<u>\$ -</u>	<u>\$ 36,478.17</u>

See accountant's compilation report

EXHIBIT 9

EXHIBIT 9

EXHIBIT 9

AGREEMENT AND CONSENT TO PROPOSED ACTION

This Agreement and Consent to Proposed Action is entered into among Todd B. Jaksick, Stanley S. Jaksick and Kevin Riley, as Co-Trustees under The Samuel S. Jaksick, Jr. Family Trust Agreement (As Restated) (the "Family Trust"), Todd B. Jaksick ("Todd"), Stanley S. Jaksick ("Stan"), and Wendy Ann Jaksick ("Wendy"), as the "Primary Beneficiaries" of the Family Trust, with reference to the following facts:

A. The Grantor of the Family Trust, Samuel S. Jaksick, Jr. ("Sam"), died on April 21, 2013.

B. In April, 2013, before his death, Sam gifted 6% of the issued and outstanding stock in Pioneer Group, Inc. ("PG") to his son Stan and another 6% to his son Todd. He did not gift any of his stock in PG to his daughter Wendy.

C. Section 3.1 of Second Amendment of the Samuel S. Jaksick, Jr. Family Trust Agreement dated December 10, 2012 provides that all the Family Trust's remaining stock in PG (approximately 25% of the outstanding shares in the corporation) is to be distributed equally to the three generation-skipping trusts to be formed under the Family Trust for the three Primary Beneficiaries, Stan, Todd and Wendy.

D. The Co-Trustees and the Primary Beneficiaries of the Family Trust have all agreed that it is in the best interests of the Family Trust, the Primary Beneficiaries, and all future beneficiaries of the Family Trust to alter the distributions provided for under Section 3.1 of the Second Amendment to the Family Trust by initially distributing all the Family Trust's remaining stock in PG equally to the two generation-skipping trusts to be formed for Stan and Todd under the Family Trust Agreement and for the two generation-skipping trusts to sell equalizing amounts of that stock to the generation-skipping trust to be formed for Wendy's benefit if and when she is licensed by the Colorado Gaming Authorities to be beneficiary of the generation-skipping trust that owns that stock.

E. The Primary Beneficiaries are the sole adult beneficiaries of the Family Trust who would otherwise be entitled to a notice of proposed action under NRS 164.725 for the Co-Trustees' proposed distribution of the remaining stock in PG owned by the Family Trust, and they intend for this Agreement to constitute their written and binding consent thereto. In addition, each Primary Beneficiary agrees he or she is representing all his or her minor children and unborn grandchildren, great grandchildren and other issue in entering into this Agreement in accordance with NRS 164.038, based on the fact that there is no counsel representing any such person and there is no material conflict of interests between the Primary Beneficiary and any of his or her issue.

BASED ON THE FOREGOING, the Co-Trustees of the Family Trust, the Primary Beneficiaries, and all their minor and unborn issue that they represent hereby agree as follows:

1. Incorporation of Recitals. The parties agree that the recitals set forth above are true and correct and are hereby incorporated into this Agreement.

2. Agreement and Consent to Proposed Action. The Co-Trustees of the Family Trust, the Primary Beneficiaries, and all the minor and unborn issue of the Primary Beneficiaries all agree and consent to the transactions described in the recitals above, specifically including, but not limited to:

a. The consent for the Co-Trustees of the Family Trust to distribute all the remaining stock in PG (approximately 25% of the outstanding shares in the corporation) one-half ($\frac{1}{2}$) to the generation-skipping trust to be formed under the Family Trust for the benefit of Stan and one-half ($\frac{1}{2}$) to the generation-skipping trust to be formed for the benefit of Todd. Todd's generation-skipping trust will be entitled: "Stanley S. Jaksick, Todd B. Jaksick and Kevin Riley, as Co-Trustees of the Todd B. Jaksick Trust under the Samuel S. Jaksick, Jr. Family Trust Agreement (As Restated)", and Stan's generation-skipping trust will be entitled: "Stanley S. Jaksick, Todd B. Jaksick and Kevin Riley, as Co-Trustees of the Stanley S. Jaksick Trust under the Samuel S. Jaksick, Jr. Family Trust Agreement (As Restated)".

b. If Wendy hires a certified public accountant to prepare all her overdue income tax returns and she file them with the Internal Revenue Service and pays all her taxes, interest and penalties that are due on the returns, she will have the discretion to apply for a Colorado gaming license. If she is issued a Colorado gaming license that permits the generation-skipping trust formed for her under the Samuel S. Jaksick, Jr. Family Trust Agreement (As Restated) to own PG stock, then the Co-Trustees will direct that generation-skipping trust to purchase one-third ($\frac{1}{3}$) of the PG stock from Todd's and Stan's generation-skipping trusts for its then fair market values which will be determined by the appraiser of that stock for Sam's estate tax purposes using the same criteria. Stan's and Todd's generation-skipping trusts will each retain the remaining two-thirds ($\frac{2}{3}$) of their PG stock and Todd and Stan will each individually retain the 6% of the issued and outstanding PG stock that Sam gifted to each of them in April, 2013.

c. If Wendy is not issued a gaming license on or before the date on which final distribution is to be made from the Family Trust to the generation-skipping trusts for Wendy, Stan, and Todd, then other assets with a fair market value equal to the fair market value of the PG stock that is allocated and transferred to each of her brother's generation-skipping trust will be allocated and transferred to Wendy's generation-skipping trust. In that case, Wendy's generation-skipping trust will have until April 20, 2018 to purchase one-third ($\frac{1}{3}$) of the PG stock owned by Todd's generation-skipping trust and one-third ($\frac{1}{3}$) of the PG stock owned by Stan's generation-skipping trust. If both of those purchases are not consummated by that date, the option of Wendy's generation-skipping trust to make the purchases will expire and no longer be effective.

3. Binding Effect. This Agreement constitutes the written and binding consent of the parties to the proposed actions described herein. The Primary Beneficiaries, as the sole adult beneficiaries of the Family Trust, acknowledge, agree and specifically intend that by virtue of their written consents, the Trustee shall have no liability to any present or future beneficiary of the Family Trust with respect to the proposed actions described herein. The parties acknowledge and agree that this Agreement is binding on all present and future beneficiaries of the Family Trust in accordance with NRS 164.038 and NRS 164.725, and hereby waive any further notice of proposed actions relating thereto.

4. LEGAL REPRESENTATION AND WAIVERS OF CONFLICT. THIS AGREEMENT HAS BEEN PREPARED BY THE LAW FIRM OF MAUPIN, COX & LEGOY IN THEIR CAPACITY AS ATTORNEYS FOR THE CO-TRUSTEES OF THE FAMILY TRUST. ALL OF THE OTHER PARTIES HAVE BEEN ADVISED AND REPRESENTED IN THIS MATTER BY THE LAWYERS THEY HAVE VOLUNTARILY SELECTED OR THEY HAVE VOLUNTARILY WAIVED THEIR RIGHTS AND OPPORTUNITIES TO BE INDIVIDUALLY REPRESENTED IN THE FORMATION OF THIS AGREEMENT. CERTAIN OF THE PARTIES TO THIS AGREEMENT, INCLUDING TODD B. JAKSICK, HAVE PREVIOUSLY BEEN AND CONTINUE TO BE REPRESENTED IN RELATED AND UNRELATED MATTERS BY THE LAW FIRM OF MAUPIN, COX & LEGOY. ALL SIGNATORIES TO THIS AGREEMENT HEREBY GIVE THEIR INFORMED CONSENTS TO THE REPRESENTATIONS DESCRIBED IN THIS PARAGRAPH WITH RESPECT TO THIS MATTER AND OTHER RELATED TRANSACTIONS AND WAIVE ANY CONCURRENT OR FUTURE CONFLICTS OF INTEREST ARISING FROM SUCH REPRESENTATIONS. EACH OF THE SIGNATORIES REPRESENTS HE OR SHE HAS BEEN ADVISED AND GIVEN ADEQUATE OPPORTUNITY TO CONSULT WITH INDEPENDENT LEGAL COUNSEL WITH RESPECT TO THESE CONSENTS AND WAIVERS AND, IF HE OR SHE HAS NOT CONSULTED WITH SUCH INDEPENDENT LEGAL COUNSEL, HE OR SHE HAS VOLUNTARILY WAIVED THAT RIGHT AND OPPORTUNITY. THESE INFORMED CONSENTS AND WAIVERS ARE GIVEN IN ACCORDANCE WITH ALL APPLICABLE LAWS, INCLUDING BUT NOT LIMITED TO, NEVADA RULES OF PROFESSIONAL CONDUCT 1.7 AND 1.9.

Dated: 7/16, 2013.

THE SAMUEL S. JAKSICK, JR. FAMILY TRUST

By Todd B. Jaksick
Todd B. Jaksick, Co-Trustee

By Stanley S. Jaksick
Stanley S. Jaksick, Co-Trustee

By _____
Kevin Riley, Co-Trustee

3. Binding Effect. This Agreement constitutes the written and binding consent of the parties to the proposed actions described herein. The Primary Beneficiaries, as the sole adult beneficiaries of the Family Trust, acknowledge, agree and specifically intend that by virtue of their written consents, the Trustee shall have no liability to any present or future beneficiary of the Family Trust with respect to the proposed actions described herein. The parties acknowledge and agree that this Agreement is binding on all present and future beneficiaries of the Family Trust in accordance with NRS 164.038 and NRS 164.725, and hereby waive any further notice of proposed actions relating thereto.

4. LEGAL REPRESENTATION AND WAIVERS OF CONFLICT. THIS AGREEMENT HAS BEEN PREPARED BY THE LAW FIRM OF MAUPIN, COX & LEGOY IN THEIR CAPACITY AS ATTORNEYS FOR THE CO-TRUSTEES OF THE FAMILY TRUST. ALL OF THE OTHER PARTIES HAVE BEEN ADVISED AND REPRESENTED IN THIS MATTER BY THE LAWYERS THEY HAVE VOLUNTARILY SELECTED OR THEY HAVE VOLUNTARILY WAIVED THEIR RIGHTS AND OPPORTUNITIES TO BE INDIVIDUALLY REPRESENTED IN THE FORMATION OF THIS AGREEMENT. CERTAIN OF THE PARTIES TO THIS AGREEMENT, INCLUDING TODD B. JAKSICK, HAVE PREVIOUSLY BEEN AND CONTINUE TO BE REPRESENTED IN RELATED AND UNRELATED MATTERS BY THE LAW FIRM OF MAUPIN, COX & LEGOY. ALL SIGNATORIES TO THIS AGREEMENT HEREBY GIVE THEIR INFORMED CONSENTS TO THE REPRESENTATIONS DESCRIBED IN THIS PARAGRAPH WITH RESPECT TO THIS MATTER AND OTHER RELATED TRANSACTIONS AND WAIVE ANY CONCURRENT OR FUTURE CONFLICTS OF INTEREST ARISING FROM SUCH REPRESENTATIONS. EACH OF THE SIGNATORIES REPRESENTS HE OR SHE HAS BEEN ADVISED AND GIVEN ADEQUATE OPPORTUNITY TO CONSULT WITH INDEPENDENT LEGAL COUNSEL WITH RESPECT TO THESE CONSENTS AND WAIVERS AND, IF HE OR SHE HAS NOT CONSULTED WITH SUCH INDEPENDENT LEGAL COUNSEL, HE OR SHE HAS VOLUNTARILY WAIVED THAT RIGHT AND OPPORTUNITY. THESE INFORMED CONSENTS AND WAIVERS ARE GIVEN IN ACCORDANCE WITH ALL APPLICABLE LAWS, INCLUDING BUT NOT LIMITED TO, NEVADA RULES OF PROFESSIONAL CONDUCT 1.7 AND 1.9.

Dated: 7/16 2013

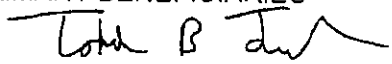
THE SAMUEL S. JAKSICK, JR. FAMILY TRUST

By Todd B. Jaksick
Todd B. Jaksick, Co-Trustee

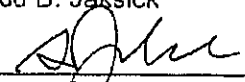
By Stanley S. Jaksick
Stanley S. Jaksick, Co-Trustee

By Kevin Riley
Kevin Riley, Co-Trustee

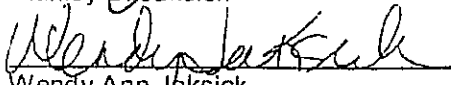
PRIMARY BENEFICIARIES



Todd B. Jaksick



Stanley S. Jaksick



Wendy Ann Jaksick

EXHIBIT 10

EXHIBIT 10

EXHIBIT 10

AGREEMENT AND CONSENT TO PROPOSED ACTION

This Agreement and Consent to Proposed Action is entered into among Todd B. Jaksick, Stanley S. Jaksick and Kevin Riley, as Co-Trustees under The Samuel S. Jaksick, Jr. Family Trust Agreement (As Restated) (the "Family Trust"), Todd B. Jaksick ("Todd"), Stanley S. Jaksick ("Stan"), and Wendy Ann Jaksick ("Wendy"), as the "Primary Beneficiaries" and Alexi Smrt, as the only adult "Secondary Beneficiary" of the Family Trust, with reference to the following facts:

A. The Co-Trustees and the Primary and Secondary Beneficiaries of the Family Trust have all agreed that it is in the best interests of the Family Trust and the Primary and Secondary Beneficiaries, and all future beneficiaries of the Family Trust to keep any and all ranch debt owed to AG Credit and Metlife serviced for so long as the majority of Co-Trustees are in agreement with the payments.

B. Todd B. Jaksick has exercised his rights under the Indemnification Agreement between Samuel S. Jaksick, Jr. and Todd B. Jaksick to require that the above ranch payments are paid by the Samuel S. Jaksick, Jr. Family Trust and the estate of Samuel S. Jaksick, Jr. to assure the above-described payments are kept current and all the assets securing the ranch debt are fully protected.

C. The Primary and Secondary Beneficiaries are the sole adult beneficiaries of the Family Trust who would otherwise be entitled to a notice of proposed action under NRS 164.725 for the Co-Trustees' proposed protection of the ranch land and other assets, and they intend for this Agreement to constitute their written and binding consents thereto. In addition, each Primary and Secondary Beneficiary agrees he or she is representing all his or her minor children and unborn grandchildren, great grandchildren and other issue in entering into this Agreement in accordance with NRS 164.038, based on the fact that there is no legal counsel representing any such person and there is no material conflict of interests between the Primary and Secondary Beneficiaries and any of his or her issue.

BASED ON THE FOREGOING, the Co-Trustees of the Family Trust, the Primary and Secondary Beneficiaries, and all their minor and unborn issue that they represent, hereby agree as follows:

1. Incorporation of Recitals. The parties agree that the recitals set forth above are true and correct and are hereby incorporated into this Agreement.

2. Agreement and Consent to Proposed Action. The Co-Trustees of the Family Trust and the Primary and Secondary Beneficiaries all agree and consent to the transactions in the recitals above, specifically including, but not limited to the consent to use funds received by the Samuel S. Jaksick, Jr. Family Trust to make monthly and/or annual payments relating to loans from AG Credit and Metlife and to otherwise honor all the

obligations of the Family Trust and the estate of Samuel S. Jaksick, Jr. under the Indemnification and Contribution Agreement.

3. Binding Effect. This Agreement constitutes the written and binding consent of the parties to the proposed actions described herein. The Primary and Secondary Beneficiaries, as the sole adult beneficiaries of the Family Trust, acknowledge, agree and specifically intend that by virtue of their written consents, the Trustees shall have no liability to any present or future beneficiary of the Family Trust with respect to the proposed actions described herein. The parties acknowledge and agree that this Agreement is binding on all present and future beneficiaries of the Family Trust in accordance with NRS 164.038 and NRS 164.725, and hereby waive any further notice of proposed actions relating thereto.

4. LEGAL REPRESENTATION AND WAIVERS OF CONFLICT. THIS AGREEMENT HAS BEEN PREPARED BY THE LAW FIRM OF MAUPIN, COX & LEGOY IN THEIR CAPACITY AS ATTORNEYS FOR THE CO-TRUSTEES OF THE FAMILY TRUST. ALL THE OTHER PARTIES HAVE BEEN ADVISED AND REPRESENTED IN THIS MATTER BY THE LAWYERS THEY HAVE VOLUNTARILY SELECTED OR THEY HAVE VOLUNTARILY WAIVED THEIR RIGHTS AND OPPORTUNITIES TO BE INDIVIDUALLY REPRESENTED IN THE FORMATION OF THIS AGREEMENT. CERTAIN OF THE PARTIES TO THIS AGREEMENT, INCLUDING TODD B. JAKSICK, HAVE PREVIOUSLY BEEN AND CONTINUE TO BE REPRESENTED IN RELATED AND UNRELATED MATTERS BY THE LAW FIRM OF MAUPIN, COX & LEGOY. ALL SIGNATORIES TO THIS AGREEMENT HEREBY GIVE THEIR INFORMED CONSENTS TO THE REPRESENTATIONS DESCRIBED IN THIS PARAGRAPH WITH RESPECT TO THIS MATTER AND OTHER RELATED TRANSACTIONS AND WAIVE ANY CONCURRENT OR FUTURE CONFLICTS OF INTEREST ARISING FROM SUCH REPRESENTATIONS. EACH OF THE SIGNATORIES REPRESENTS HE OR SHE HAS BEEN ADVISED AND GIVEN ADEQUATE OPPORTUNITY TO CONSULT WITH INDEPENDENT LEGAL COUNSEL WITH RESPECT TO THESE CONSENTS AND WAIVERS AND, IF HE OR SHE HAS NOT CONSULTED WITH SUCH INDEPENDENT LEGAL COUNSEL, HE OR SHE HAS VOLUNTARILY WAIVED THAT RIGHT AND OPPORTUNITY. THESE INFORMED CONSENTS AND WAIVERS ARE GIVEN IN ACCORDANCE WITH ALL APPLICABLE LAWS, INCLUDING BUT NOT LIMITED TO, NEVADA RULES OF PROFESSIONAL CONDUCT 1.7 AND 1.9.

Dated: 7/24, 2013.

THE SAMUEL S. JAKSICK, JR. FAMILY TRUST

By Todd Jaksick
Todd B. Jaksick, Co-Trustee

By Stanley S. Jaksick
Stanley S. Jaksick, Co-Trustee

By _____

Kevin Riley, Co-Trustee

PRIMARY BENEFICIARIES

Todd B. Jaksick

Todd B. Jaksick

Stanley S. Jaksick

Stanley S. Jaksick

Wendy Ann Jaksick

Wendy Ann Jaksick

SECONDARY BENEFICIARY

Alexi Smrt

By

Kevin Riley, Co-Trustee
PRIMARY BENEFICIARIES

Todd B. Jaksick

Stanley S. Jaksick

Wendy Ann Jaksick

SECONDARY BENEFICIARY

Alexi Smrt

X ()

INDEMNIFICATION AND CONTRIBUTION AGREEMENT

This Indemnification and Contribution Agreement (this "Agreement") is made and entered into as of the 1st day of January, 2008, by and between Samuel S. Jaksick Jr., individually and as trustee of Samuel S. Jaksick, Jr. Family Trust Agreement revised 6/29/06, his representatives, executors, trustees, successors and assigns ("Indemnitor"), and Todd B. Jaksick and Dawn Jaksick, individually, TBJ SC Trust and TBJ Investment Trust, its representatives, executors, trustees, successors and assigns (collectively "Indemnitees") and collectively "Parties" and individually the "Party" as follows:

RECITALS

A. WHEREAS, the Indemnitor and Indemnitees have entered several transactions with respect to the family business, which required both the Indemnitor and Indemnitees to guarantee or otherwise, execute documents which require both the Indemnitor and Indemnitees to make payments or otherwise become liable thereunder.

B. WHEREAS, the Indemnitor acknowledges, that as a matter of course, the bank lender or others may require both the Indemnitor and Indemnitees to accept responsibility or liability under the various documents and/or for the various family transactions.

C. WHEREAS, the Indemnitor acknowledges that Indemnitees may not have sufficient cash flow and/or financial means to make those payments or incur said liability, particularly if the Indemnitor passes away and as a result, the Indemnitor desires to provide financial protection to the Indemnitees.

D. WHEREAS, Indemnitor wishes to indemnify Indemnitees with respect to any claims, liability, obligations for any demand, threatened, pending or completed action, suit or proceeding arising (directly or indirectly) pursuant to and including, without limitation, obligations described on Exhibit A and incorporated herein by reference ("Obligations");

E. WHEREAS, the Obligations being indemnified include a non-exclusive list of the Obligations described on Exhibit A attached hereto and incorporated herein by reference:

F. WHEREAS, Todd B. Jaksick, individually, and in his capacity as trustee for the TBJ SC Trust and TBJ Investment Trust, has executed guarantees, notes or otherwise become obligated jointly and/or severally for the Obligations with respect to the Jaksick Family business and other transactions.

G. WHEREAS, Samuel S. Jaksick, Jr., and Todd B. Jaksick, are each, in some fashion, obligated proportionately and/or jointly and severally to repay said Obligations.

H. WHEREAS, Samuel S. Jaksick, Jr., believes its in the best interest of the Jaksick Family that he indemnify Todd B. Jaksick, individually and as trustee of the TBJ SC Trust and TBJ

Investment Trust in the event Samuel S. Jaksick, Jr., passes away and/or Todd B. Jaksick is unable to make such payments on his own behalf or as trustee for the TBJ SC Trust and TBJ Investment Trust

I. WHEREAS, said parties agree to execute this Contribution and Indemnity Agreement so that in the event the Obligations become due and payable, Samuel S. Jaksick, Jr. or his estate or trusts are liable thereunder his executor and trustee are instructed accordingly to make said payments on behalf of Todd B. Jaksick in the event Todd B. and Dawn Jaksick or their trusts are unable to make those payments on his own behalf and in his capacity as trustee.

NOW, THEREFORE, for and in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually covenant and agree, with the intent to be legally bound, as follows:

1. Purpose. Indemnitee shall not be required to repay a promissory note or incur any liability for any deficiency claim, liability or judgment in the event the Obligations become due and payable, including attorneys fees and costs nor shall Indemnitees be personally liable on any covenant, claim, debt or obligation under the Obligations or any of the related or ancillary documents. In the event of any such claim, debt, or liability is made and/or asserted against Indemnitees, the Indemnitor shall defend and indemnify Indemnitees from any and all such debts, liability or claims, including without limitation, attorneys fees and costs including, without limitation, those arising under the Obligations.

2. Contribution.

2.1 Contribution. If any claim, debt, or liability, threatened, pending or action, suit or proceeding in which the Parties are jointly or severally liable (or would be if joined in such action, suit or proceeding), or any third parties pursuant to the terms and conditions of the Obligations, the Indemnitor shall contribute to the amount of expenses (including attorneys' fees and costs), judgments, fines and amounts paid in settlement actually or reasonably incurred and paid or payable by the Indemnitees irrespective of the (i) benefits received by the Indemnitees on the one hand and Indemnitor on the other hand from the Obligations from which such claim, liability, action, suit or proceeding arose in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, or (ii) any other equitable considerations. Each Party agrees that it would not be equitable if contribution pursuant to this Section 2 were determined by pro rata allocation or any other method of allocation other than full reimbursement to the Indemnitees

2.2 Indemnification

2.2.1 Indemnitor agrees to defend and indemnify and hold harmless, Indemnitees and shall reimburse Indemnitees for any loss, liability, claim, damage, expense, including costs of investigation, defense costs, reasonable attorneys fees and expenses, including without limitation, remediation costs or diminution of value whether or not involving a Third Party Claim (collectively "Liability") arising from or in connection with the Obligations.

2.2.2 The representations, warranties, covenants and obligations in this Agreement shall survive the term of the underlying Obligations and other documents executed therein, and the right to indemnification, reimbursement or other remedy provided herein, shall not be affected by any investigation conducted with respect to or knowledge capable of being acquired at anytime, whether before or after the execution and delivery of this Agreement or with respect to the accuracy or inaccuracy of or compliance with any such representations, warranties, covenants, or obligations. The waiver of any condition or right shall not affect the performance of or compliance with any covenant or obligation herein, and shall not affect the right to Indemnitees indemnification, reimbursement or other remedy provided under this Agreement.

2.2.3 The indemnification provisions in this Agreement shall be enforceable regardless of whether liability is based upon past, present or future acts, claims or legal requirements (including any past, present and future environmental law, Fraudulent Transfer Act, or any other legal requirement) and regardless of whether any person (including the person from whom indemnification is sought), alleges or proves the sole, concurrent, contributory or comparative negligence of Indemnitees or the sole or concurrent strict liability imposed upon Indemnitees.

2.2.4 A claim for indemnification for any matter not involving a Third Party claim may be asserted by Indemnitees directly and shall be paid by Indemnitor within fifteen (15) days after such notice.

2.2.5 Indemnitees shall assert any right to indemnification hereunder by furnishing to the Indemnitor a written notice (and list of charges, detailed by item) showing the nature of any covered claim, the date of the claim giving rise to such indemnification, a summary of any settlement or litigation proceedings and the amount of any loss, cost or expense to be incurred. In case a claim against or demand is made upon Indemnitee from a third party (hereinafter referred to as a "Third Party Claim") which may reasonably give rise to an indemnity obligation hereunder, Indemnitees shall, within thirty (30) days thereafter, notify the Indemnitor of the existence, the specific facts and circumstances and (to the extent alleged or otherwise determinable) the amount of such Third Party Claim. If any lawsuit based on a covered claim is filed against Indemnitees, he shall deliver copies of the summons and complaint to the Indemnitor within ten (10) days of the date upon which it is so served.

2.2.6 Indemnitees shall be entitled to participate in (and if he requests in writing) to direct the defense of such claim or demand at the expense of Indemnitor and such defense shall be conducted by legal counsel reasonably satisfactory to Indemnitees provided that the Indemnitor shall at Indemnitors' expense, also be entitled to participate in the defense of any such Third Party Claim.

2.2.7 If Indemnitees directs the defense of such Third Party Claim, then he shall have the sole right to settle, compromise or satisfy any such Third Party Claim (whether or not the same has proceeded to litigation) provided written notice is given to Indemnitor of the settlement terms and such settlement terms do not operate to materially restrict or adversely affect the Indemnitor.

3. **Continuation of Obligations.**

All agreements and obligations of the Indemnitor contained herein shall continue during the periods set forth in the Obligations and shall continue thereafter so long as the Obligations shall be subject to any possible claim or threatened, pending or completed action, suit or proceeding, whether civil, criminal or investigative

4. **Notification and Defense of Claims.**

In the event of the commencement of any action, suit or proceeding, such Indemnites will, if a claim in respect thereof is to be made against the Indemnites under this Agreement, notify the Indemnitor of the commencement thereof as provided herein, but the omission to notify the Indemnitor will not relieve Indemnitor from any liability which it may have to the Indemnites otherwise than under this Agreement. With respect to any such action, suit or proceeding as to which Indemnites notifies the Indemnitor of the commencement thereof:

5. **Advancement and Repayment of Expenses.**

5.1 In the event Indemnites employ their own counsel pursuant to Section 2 above, the Indemnitor shall advance to the Indemnites, prior to any final disposition of any threatened or pending action, suit or proceeding, whether civil, criminal, administrative or investigative, any and all reasonable expenses (including legal fees and expenses) incurred in investigating or defending any such action, suit or proceeding within ten (10) business days after receiving copies of invoices presented to the Indemnitor for such expenses.

5.2 Indemnitor agrees to reimburse Indemnites, assuming the defense of a Third-Party Claim, all reasonable expenses paid by the Indemnites in defending any threatened, pending or completed action, suit or proceeding except in the event and only to the extent it shall be ultimately determined by a final judicial decision (from which there is no right of appeal) that the Indemnitor was not required, under applicable law or this Agreement to indemnify the Indemnitee for such expenses

6. **Enforcement.** In the event Indemnites bring any action to enforce rights or to collect moneys due under this Agreement and is successful in such action, the Indemnitor shall reimburse Indemnites for all of its' reasonable fees and expenses in bringing and pursuing such action.

7. **Subrogation.** In the event of payment under this Agreement, the Indemnitor shall be subrogated to the extent of such payment to all of the rights of recovery of the Indemnites who shall execute all documents required and shall do all acts that may be necessary to secure such rights and to enable the Indemnitor effectively to bring suit to enforce such rights.

8. **Non-Exclusivity of Rights.** The rights conferred on the Indemnites by this Agreement shall not be exclusive of any other right which the Indemnites may have or hereafter acquire under any statute, this Agreement or otherwise

9. **Survival of Rights.** The rights conferred on the Parties by this Agreement shall continue until termination and expiration of the Obligations.

10. **Notice.** All notices and other communications required or permitted hereunder shall be in writing, shall be effective when given, and shall in any event be deemed to be given (a) five (5) calendar days after deposit with the U.S. Postal Service or other applicable postal service, if delivered by first class mail, postage prepaid, (b) upon delivery, if delivered by hand, (c) one business day after the business day of deposit with Federal Express or similar overnight courier, freight prepaid, or (d) one day after the business day of delivery by facsimile transmission, if deliverable by facsimile transmission, with copy by first class mail, postage prepaid, and shall be addressed if to the Indemnitor and Indemnitees at such address as set forth below or at such other address as such party may designate by ten (10) calendar days' advance written notice to the other party hereto:

To: Samuel S. Jaksick
4005 Quail Rock Lane
Reno, Nevada 89511

To: Todd B. Jaksick
4005 Quail Rock Lane
Reno, Nevada 89511

11. **Severability.** The provisions of this Agreement shall be severable in the event that any of the provisions hereof (including any provision within a single section, paragraph or sentence) are held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law. Furthermore, to the fullest extent possible, the provisions of this Agreement (including, without limitations, each portion of this Agreement containing any provision held to be invalid, void or otherwise unenforceable, that is not itself invalid, void or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable.

12. **Binding Effect.** This Agreement shall be binding upon each of the Parties and shall inure to the benefit of each of the Parties, their heirs, personal representatives, trustees, executors and beneficiaries.

13. **Amendment and Termination.** No amendment, modification, termination or cancellation of this Agreement shall be effective unless it is in writing signed by all Parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver.

15. **Miscellaneous**

15.1 **Assignment.** The parties hereunder may not assign the duties or obligations under this Agreement without the written consent of the other party.

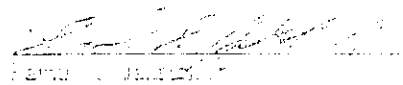
15.2 **Authority to Execute.** Each of the Parties hereby affirms and acknowledges that they have read and fully appreciate and understand the foregoing provisions of this Agreement and have conferred with their counsel prior to the execution of this document and have executed this document voluntarily and of their own free will and act and each represents that they have full and complete authority to execute this document.

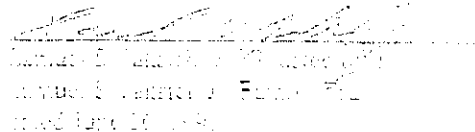
15. Entire Agreement This Agreement supersedes all prior discussions and agreements between the Parties with respect to the subject matter of this Agreement and contains the entire agreement between the Parties.

16. Further Assurance Indemnitor agrees to execute all documents and take all actions necessary to carry out the terms of this Agreement.

17. Governing Law This Agreement shall be governed by the laws of the State of Nevada and the laws of the State of Nevada shall apply to the interpretation of this Agreement.

IN WITNESS WHEREOF, each Party has caused its signature to be written to this Agreement.

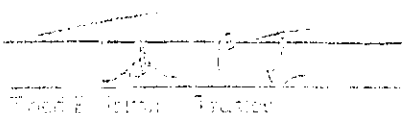

Robert J. Johnson, Indemnitor


Robert J. Johnson, Indemnitor
Witness: Robert J. Johnson, Indemnitor
Witness: Robert J. Johnson, Indemnitor


Robert J. Johnson, Indemnitor

WITNESSES:

WITNESSES:


Robert J. Johnson, Indemnitor


Robert J. Johnson, Indemnitor

(Obligations)
Exhibit "A"

	Notes Payable	Responsible Party
1	<u>Duck Lake Ranch #3040577</u> Promissory note payable in favor of American Ag Credit for the Duck Lake Ranch in the original principal balance of \$918,370.00 with annual payments due February 1st each year with a maturity date of 2/1/2018.	Todd B. Jaksick required payments are 40% of 76,031.34 or \$30,412.53 annually.
2	<u>Bright-Holland Ranch #3041719</u> Promissory note payable in favor of American AgCredit with respect to the distribution to Sara Jaksick and portion of MDG in the original principal balance of \$2,305,355.00 with annual payments of \$178,976.06 due July 1st of each year with a maturity date of 7/21/2021	TBJ SC Trust for 11% of the \$19,687.36 annual payments and Todd B. Jaksick individually with respect to 40% annual payment in the amount \$70,590.42
3	<u>Bright-Holland #170125154</u> Promissory Note payable in favor of First Independent Bank with respect to new Supercub loan in the original principal amount of \$152,000.00 with monthly payments of \$3,665.01 with a maturity date of November 5, 2008	TBJ SC Trust for 11% or \$403.15 monthly payment and Todd B. Jaksick individually with respect to 40% monthly payment amount \$1,466.00
4	<u>Home Camp #3714977</u> Promissory Note payable in favor of American AgCredit with respect to consolidation of Toiyabe notes and Home Camp Acquisition in the original principal amount of \$2,960,000.00 with annual payments of \$256,878.85 due September 1st of each year with a maturity date of September 1, 2024	TBJ SC Trust 2% for \$5,137.57 annual payment and Todd B. Jaksick individually with respect to 49% annual payment amount \$125,870.63
5	<u>Jackrabbit Properties</u> Promissory Note in favor of Sam Jaksick made to acquire Upper Smoke Creek in the original principal amount of \$545,000 with a maturity date of 5/31/2011 and annual payment of \$28,612.50 on May 31 of each year	

*paid
when Dad got
Insurance Loan +
Excel 1.3M Distribution
in 07 early 08*

	Notes Payable	Responsible Party
6	<u>Jackrabbit Properties</u> Promissory Note with respect to TBJ 1995 Life Ins, SSI 1995 Life Ins, WAJS 1995 Life Ins in the original principal amount of \$694,296.21 (\$231,432.07 each trust) with annual payments of \$18,069.00 due December 31st of each year with a maturity date of December 31, 2017	[to be assigned by Jackrabbit to Sam Jaksick individually as new debtor]
7	<u>Jackrabbit Properties</u> Promissory note in favor of Metlife with respect to Upper Smoke Creek & Lower Smoke Creek Bonham Ranch in the original principal amount of \$7,825,000.00 with monthly payments of \$268,007 (approx) with a maturity date of January 1, 2021	TBJ SC Trust for 11% for \$58,080.70 on Jan. 1st and \$29,480.77 on July 1st and Todd B. Jaksick individually for 40% for \$211,202.80 on Jan. 1st and \$107,202.80 on July 1st
8	<u>Metlife Loan: Winnemucca Ranch (Sam 75%, Randy 25%)</u> Promissory Note in favor of Metlife with respect to the purchase of Winnemucca Ranch property in the original principal balance of \$4,020,000.00 with bi-annual payments of \$109,017 due July 1st and \$274,565 January 1st with a maturity date of January 1, 2020	TBJ Investment Trust for 7.5% and Jan 1st payment of \$20,592.37 and July 1st payment of \$8,176.27 and Todd B. Jaksick individually for 7.5% and \$20,592.37 Jan. 1st and \$8,176.27 July 1st
9	<u>Bob Marshall - Option to Purchase Water Rights</u> in favor of Robert Marshall with respect to the water option for \$75,000.00 due every December 8th. Maturity date December 8, 2008 (75% share \$56,250.00)	TBJ Investment Trust for 7.5% and \$5,625.00 and Todd B. Jaksick individually for 7.5% and \$5,625.00 annual payment
10	<u>Castle Peak #7737859103</u> Promissory note in favor of Sovereign Bank for houseboat in the original principal amount of \$300,000.00 with monthly payments of \$2,281.09 with a maturity date of July 31, 2008	Todd B. Jaksick individually for 50% or \$1,140.54 monthly payment
11	<u>Bright Holland Note</u> Todd Jaksick note in favor of Bright Holland with respect to purchasing stock, expenses, etc., in the original principal amount of \$2,852,770.00 with varying annual interest payments with unknown maturity date; annual payment due 10/31 each year	Todd B. Jaksick individual note to BHC (100%)

	Notes Payable	Responsible Party
12.	<u>Home loan -WAMU</u> Mortgage loan for 4505 Alpes Way in favor of Wells Fargo in the original principal amount of \$1,435,000.00 with monthly payments of \$7,281.67	Todd B. Jaksick individually for 100%
13.	<u>Line of Credit Home-Equity in favor of Wells Fargo</u> The original principal amount of \$485,000.00 with approx monthly payments of \$1,400.00 - no maturity date	Todd B. Jaksick individually for 100%
14.	<u>Mortgage Construction Loan in favor of First Independent Bank</u> The original principal amount of \$3,060,000.00 with monthly payment on the 1st of each month of \$5,774.00 with a maturity date of August 1, 2008	Todd B. Jaksick individually for 100%
15.	<u>Northern Washoe Ranching Management auto loan</u> Note in favor of GMAC in the original principal amount of \$26,818.48 with monthly payments of \$517.23 due on the 1st of each month with a maturity date of 9/1/2011	Todd B. Jaksick individually for 100%
16.	<u>No. Washoe Ranching Management suburban loan</u> Note in favor of GMAC in the original principal amount of \$53,655.08 with monthly payments of \$1,292.12 due on the 2nd of each month with a maturity date of October 2, 2012	Todd B. Jaksick individually for 100%
17.	<u>Cadillac automobile loan</u> Note in favor of GMAC in the original principal amount of \$33,600.00 with monthly payments of \$700.00 due on the 20th of each month with a maturity date of May 20, 2010	Todd B. Jaksick individually for 100%
18.	<u>TBJ SC Trust Note to Sam Jaksick</u> Purchase 11% in BHC in the original principal amount of \$349,129.00 with annual payments of (interest only) \$13,965.16 due on the August 15th with a maturity date of 8/15/2013	TBJ SC Trust for 100% and \$13,965.16 annual payments
19.	<u>Children's Trust Notes to Sam Jaksick</u> Purchase 11% in Jackrabbit in the original principal amount of \$30,000.00	TBJ Investment Trust for 100%


	Notes Payable	Responsible Party
20.	<u>SST Westridge/change from BHC 05000292RR</u> Promissory Note in favor of RALB Corp/Berryessa to buy Bench property in the original principal amount of \$192,000.00 with quarterly payments of \$4,305.79 due on the 23rd with a maturity date of 9/23/2006	TBJ Investment Trust for 51% or \$548.98 monthly and Todd B. Jaksick individually for 49% and \$527.45 monthly
21.	<u>Duck Flat Ranches LLC Promissory Note to Metlife</u> The original principal amount of \$450,000.00 with bi-annual payments \$38,475.00 on Jan. 1st and interest only \$15,975 on July 1st with a maturity date of 7/21/2020	TBJ Investment Trust for 51% payments Jan 1, \$10,007.34 and July 1st \$4,155.09 and Todd B. Jaksick individually for 49% payments Jan 1st, \$9,614.90 and July 1st \$3,992.15

(Obligations)
Exhibit "A"

	Notes Payable	Responsible Party
1	<u>Duck Lake Ranch #3040577</u> Promissory note payable in favor of American Ag Credit for the Duck Lake Ranch in the original principal balance of \$918,370.00 with annual payments due February 1st each year with a maturity date of 2/1/2018.	Todd B. Jaksick required payments are 40% of 76,031.34 or \$30,412.53 annually. PAID OFF
2	<u>Bright-Holland Ranch #3041712</u> Promissory note payable in favor of American Ag Credit with respect to the distribution to Sam Jaksick and portion of MDG in the original principal balance of \$2,305,355.00 with annual payments of \$178,976.06 due July 1st of each year with a maturity date of 7/21/2021	TBJ SC Trust for 11% of the \$19,687.36 annual payments and Todd B. Jaksick individually with respect to 40% annual payment in the amount \$70,598.42 BALANCE \$178,976.06
3	<u>Bright-Holland #170123156</u> Promissory Note payable in favor of First Independent Bank with respect to new Superfund loan in the original principal amount of \$152,000.00 with monthly payments of \$3,665.01 with a maturity date of November 5, 2008	TBJ SC Trust for 11% or \$403.15 monthly payment and Todd B. Jaksick individually with respect to 40% monthly payment amount \$1,466.00 PAID OFF
4	<u>Home Camp #3714977</u> Promissory Note payable in favor of American Ag Credit with respect to consolidation of Toiyabe notes and Home Camp Acquisition in the original principal amount of \$2,950,000.00 with annual payments of \$256,678.25 due September 1st of each year with a maturity date of September 1, 2024	TBJ SC Trust 2% for \$5,137.57 annual payment and Todd B. Jaksick individually with respect to 40% annual payment amount \$125,870.63 BALANCE \$176,257,088
5.	<u>Jalorabbit Properties</u> Promissory Note in favor of Sam Jaksick made to acquire Upper Snake Creek in the original principal amount of \$545,000 with a maturity date of 5/31/2011 and annual payment of \$20,612.50 on May 31 of each year	

paid
when Bal. paid
Interest Loan
Excess 1 Sa Distribution
10 07 2008

	Notes Payable	Responsible Party
6	<u>Jackrabbit Properties</u> Promissory Note with respect to TBJ 1995 Life Ins, SSI 1995 Life Ins, WAJS 1995 Life Ins in the original principal amount of \$694,296.21 (\$231,432.07 each trust) with annual payments of \$18,069.00 due December 31st of each year with a maturity date of December 31, 2017	to be [REDACTED] [REDACTED] STAN JAKSICK \$231,432 TODD JAKSICK \$231,432 WENDY JAKSICK \$231,432
7	<u>Jackrabbit Properties</u> Promissory note in favor of Metlife with respect to Upper Smoke Creek & Lower Smoke Creek Bonham Ranch in the original principal amount of \$7,825,000.00 with monthly payments of \$268,007 (approx) with a maturity date of January 1, 2021	TBJ SC Trust for 11% for \$58,080.70 on Jan. 1st and \$29,480.77 on July 1st and Todd E. Jaksick individually for 40% for \$211,202.80 on Jan 1st and \$107,202.80 on July 1st BALANCE \$1,425,000
8	<u>Metlife Loan: Winnemucca Ranch (Sam 75%, Randy 25%)</u> Promissory Note in favor of Metlife with respect to the purchase of Winnemucca Ranch property in the original principal balance of \$4,020,000.00 with bi-annual payments of \$109,017 due July 1st and \$274,565 January 1st with a maturity date of January 1, 2020	TBJ Investment Trust for 7.5% and Jan 1st payment of \$20,592.37 and July 1st payment of \$8,176.27 and Todd E. Jaksick individually for 7.5% and \$20,592.37 Jan. 1st and \$8,176.27 July 1st BALANCE \$2,518,000
9	<u>Bob Marshall - Option to Purchase Water Rights</u> in favor of Robert Marshall with respect to the water option for \$75,000.00 due every December 8th. Maturity date December 8, 2008 (75% share \$56,250.00)	TBJ Investment Trust for 7.5% and \$5,625.00 and Todd E. Jaksick individually for 7.5% and \$5,625.00 annual payment OPTION TERMINATED
10	<u>Castle Peak #7727859103</u> Promissory note in favor of Sovereign Bank for houseboat in the original principal amount of \$300,000.00 with monthly payments of \$2,281.06 with a maturity date of July 31, 2008	Todd E. Jaksick individually for 50% or \$1,140.54 monthly payment PAID OFF
11	<u>Bright Holland Note</u> Todd Jaksick note in favor of Bright Holland with respect to purchasing stock, expenses, etc., in the original principal amount of \$2,852,770.00 with varying annual interest payments with unknown maturity date; annual payment due 10/31 each year	Todd E. Jaksick individual note to BHC (100%) PAID OFF

	Notes Payable	Responsible Party
12	<u>Home loan - WAMU</u> Mortgage loan for 4505 Alper Way in favor of Wells Fargo in the original principal amount of \$1,435,000.00 with monthly payments of \$7,281.67	Todd B. Jaksick individually for 100% PAID OFF
13	<u>Line of Credit Home Equity in favor of Wells Fargo</u> The original principal amount of \$485,000.00 with approx monthly payments of \$1,400.00 - no maturity date	Todd B. Jaksick individually for 100% PAID OFF
14	<u>Mortgage Construction Loan in favor of First Independent Bank</u> The original principal amount of \$3,060,000.00 with monthly payment on the 1st of each month of \$5,774.00 with a maturity date of August 1, 2008	Todd B. Jaksick individually for 100% PAID OFF
15	<u>Northern Washoe Ranching Management auto loan</u> Note in favor of GMAC in the original principal amount of \$26,812.48 with monthly payments of \$517.23 due on the 1st of each month with a maturity date of 9/1/2011	Todd B. Jaksick individually for 100% PAID OFF
16	<u>No. Washoe Ranching Management suburban loan</u> Note in favor of GMAC in the original principal amount of \$53,655.08 with monthly payments of \$1,292.12 due on the 2nd of each month with a maturity date of October 2, 2012	Todd B. Jaksick individually for 100% PAID OFF
17	<u>Cadillac automobile loan</u> Note in favor of GMAC in the original principal amount of \$23,600.00 with monthly payments of \$700.00 due on the 20th of each month with a maturity date of May 20, 2010	Todd B. Jaksick individually for 100% PAID OFF
18	<u>TBI SC Trust Note in Sam Jaksick</u> Purchase 11% in BEC in the original principal amount of \$349,129.00 with annual payments of (interest only) \$13,965.16 due on the August 15th with a maturity date of 8/15/2013	TBI SC Trust for 100% and \$13,965.16 annual payments 
19	<u>Children's Trust Notes in Sam Jaksick</u> Purchase 11% in Jaksickbbit in the original principal amount of \$50,000.00	TBI Investment Trust for 100% PAID OFF

10/20/08

Refinanced same property in favor of Bank of America, N.A.

The original principal amount \$2,850,000.00 PAID OFF
with monthly payments on 1st of each month approx \$4,000 -
with maturity 10/24/16

10/1/13

Refinanced same property in favor of Bank of America, N.A.

The original principal amount \$2,350,000.00 Balance \$2,350,000.00
with monthly payments on 1st of each month approx \$1,198 -

	Notes Payable	Responsible Party
20	<u>SST Westridge/chevance from BHC 05000292RR</u> Promissory Note in favor of RALB Corp/Beryessa to buy Beach property in the original principal amount of \$192,000.00 with quarterly payments of \$4,305.79 due on the 23rd with a maturity date of 9/23/2006	TBJ Investment Trust for 51% or \$548.98 monthly and Todd E Jalsick individually for 49% and \$527.45 monthly TBJ
2	<u>Duck Flat Ranches LLC Promissory Note to MetLife</u> The original principal amount of \$450,000.00 with bi-annual payments \$38,475.00 on Jan. 1st and interest only \$15,975 on July 1st with a maturity date of 7/21/2020	TBJ Investment Trust for 51% payments Jan 1, \$10,007.34 and July 1st \$4,155.09 and Todd B. Jalsick individually for 49% payments Jan 1st, \$9,614.90 and July 1st \$3,992.15

EXHIBIT 11

EXHIBIT 11

EXHIBIT 11

AGREEMENT AND CONSENT TO PROPOSED ACTION

This Agreement and Consent to Proposed Action is entered into among Todd B. Jaksick, Stanley S. Jaksick and Kevin Riley, as Co-Trustees under The Samuel S. Jaksick, Jr. Family Trust Agreement (As Restated) (the "Family Trust"), Todd B. Jaksick ("Todd"), Stanley S. Jaksick ("Stan"), and Wendy Ann Jaksick ("Wendy"), as the "Primary Beneficiaries" and Alexi Smrt, as one of the "Secondary Beneficiaries" of the Family Trust, with reference to the following facts:

A. The Grantor of the Family Trust, Samuel S. Jaksick, Jr. ("Sam"), died on April 21, 2013.

B. The Co-Trustees and the Primary and Secondary Beneficiaries of the Family Trust have all agreed that it is in the best interests of the Family Trust and the Primary and Secondary Beneficiaries, and all future beneficiaries of the Family Trust to transfer funds to cover deficiency (cash or otherwise) from the Samuel S. Jaksick Jr Family Trust account in the event any entity that is associated with the Family Trust runs at a deficiency (cash or otherwise) and/or is unable to pay expenses to keep operation running.

C. The Primary and Secondary Beneficiaries are the sole adult beneficiaries of the Family Trust who would otherwise be entitled to a notice of proposed action under NRS 164.725 for the Co-Trustees' proposed protection of the assets and operations of any and all entities associated with the Family Trust, and they intent for this Agreement to constitute their written and binding consent thereto. In addition, each Primary and Secondary Beneficiary agrees he or she is representing all his or her minor children and unborn grandchildren, great grandchildren and other issue in entering into this Agreement in accordance with NRS 164.038, based on the fact that there is no legal counsel representing any such person and there is no material conflict of interests between the Primary and Secondary Beneficiaries and any of his or her issue.

BASED ON THE FOREGOING, the Co-Trustees of the Family Trust, the Primary and Secondary Beneficiaries, and all their minor and unborn issue that they represent hereby agree as follows:

1. Incorporation of Recitals. The parties agree that the recitals set forth above are true and correct and are hereby incorporated into this Agreement.

2. Agreement and Consent to Proposed Action. The Co-Trustees of the Family Trust, the Primary and Secondary Beneficiaries, and all the minor and unborn issue of the Primary and Secondary Beneficiaries all agree and consent to use funds received by the Samuel S. Jaksick, Jr. Family Trust to cover deficiencies (cash or otherwise) with any entity wherein the Family Trust is associated.

3. Binding Effect. This Agreement constitutes the written and binding consent of the parties to the proposed actions described herein. The Primary and Secondary Beneficiaries, as the sole adult beneficiaries of the Family Trust, acknowledge, agree and specifically intend that by virtue of their written consents, the Trustees shall have no liability to any present or future beneficiary of the Family Trust with respect to the proposed actions described herein. The parties acknowledge and agree that this Agreement is binding on all present and future beneficiaries of the Family Trust in accordance with NRS 164.038 and NRS 164.725, and hereby waive any further notice of proposed actions relating thereto.

4. LEGAL REPRESENTATION. THIS AGREEMENT HAS BEEN PREPARED BY THE CO-TRUSTEES OF THE FAMILY TRUST WITHOUT LEGAL REPRESENTATION. ALL THE OTHER PARTIES HAVE BEEN ADVISED AND REPRESENTED IN THIS MATTER BY THE LAWYERS THEY HAVE VOLUNTARILY SELECTED OR THEY HAVE VOLUNTARILY WAIVED THEIR RIGHTS AND OPPORTUNITIES TO BE INDIVIDUALLY REPRESENTED IN THE FORMATION OF THIS AGREEMENT. EACH OF THE SIGNATORIES REPRESENTS HE OR SHE HAS BEEN ADVISED AND GIVEN ADEQUATE OPPORTUNITY TO CONSULT WITH INDEPENDENT LEGAL COUNSEL WITH RESPECT TO THESE CONSENTS AND WAIVERS AND, IF HE OR SHE HAS NOT CONSULTED WITH SUCH INDEPENDENT LEGAL COUNSEL, HE OR SHE HAS VOLUNTARILY WAIVED THAT RIGHT AND OPPORTUNITY.

Dated: _____, 2013.

TRUST

THE SAMUEL S. JAKSICK, JR. FAMILY

By Todd B. Jaksick
Todd B. Jaksick, Co-Trustee

By Stanley S. Jaksick
Stanley S. Jaksick, Co-Trustee

By Kevin Riley
Kevin Riley, Co-Trustee

3. Binding Effect. This Agreement constitutes the written and binding consent of the parties to the proposed actions described herein. The Primary and Secondary Beneficiaries, as the sole adult beneficiaries of the Family Trust, acknowledge, agree and specifically intend that by virtue of their written consents, the Trustees shall have no liability to any present or future beneficiary of the Family Trust with respect to the proposed actions described herein. The parties acknowledge and agree that this Agreement is binding on all present and future beneficiaries of the Family Trust in accordance with NRS 164.038 and NRS 164.725, and hereby waive any further notice of proposed actions relating thereto.

4. LEGAL REPRESENTATION. THIS AGREEMENT HAS BEEN PREPARED BY THE CO-TRUSTEES OF THE FAMILY TRUST WITHOUT LEGAL REPRESENTATION. ALL THE OTHER PARTIES HAVE BEEN ADVISED AND REPRESENTED IN THIS MATTER BY THE LAWYERS THEY HAVE VOLUNTARILY SELECTED OR THEY HAVE VOLUNTARILY WAIVED THEIR RIGHTS AND OPPORTUNITIES TO BE INDIVIDUALLY REPRESENTED IN THE FORMATION OF THIS AGREEMENT. EACH OF THE SIGNATORIES REPRESENTS HE OR SHE HAS BEEN ADVISED AND GIVEN ADEQUATE OPPORTUNITY TO CONSULT WITH INDEPENDENT LEGAL COUNSEL WITH RESPECT TO THESE CONSENTS AND WAIVERS AND, IF HE OR SHE HAS NOT CONSULTED WITH SUCH INDEPENDENT LEGAL COUNSEL, HE OR SHE HAS VOLUNTARILY WAIVED THAT RIGHT AND OPPORTUNITY.

Dated: Aug 14, 2013.

TRUST

THE SAMUEL S. JAKSICK, JR. FAMILY

By Todd B. Jaksick
Todd B. Jaksick, Co-Trustee

By Stanley S. Jaksick
Stanley S. Jaksick, Co-Trustee

By _____
Kevin Riley, Co-Trustee

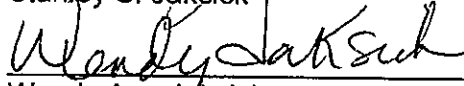
PRIMARY BENEFICIARIES



Todd B. Jaksick

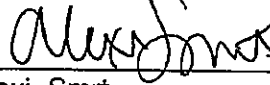


Stanley S. Jaksick



Wendy Ann Jaksick

SECONDARY BENEFICIARY



Alexi Smrt

EXHIBIT 12

EXHIBIT 12

EXHIBIT 12

AGREEMENT AND CONSENT TO PROPOSED ACTION

This Agreement and Consent to Proposed Action is entered into among Todd B. Jaksick, Stanley S. Jaksick and Kevin Riley, as Co-Trustees under The Samuel S. Jaksick, Jr. Family Trust Agreement (As Restated) (the "Family Trust"), Todd B. Jaksick ("Todd"), Stanley S. Jaksick ("Stan"), and Wendy Ann Jaksick ("Wendy"), as the "Primary Beneficiaries" and Alexi Smrt, as one of the "Secondary Beneficiaries" of the Family Trust, with reference to the following facts:

A. The Grantor of the Family Trust, Samuel S. Jaksick, Jr. ("Sam"), died on April 21, 2013.

B. The Co-Trustees and the Primary and Secondary Beneficiaries of the Family Trust have all agreed that it is in the best interests of the Family Trust and the Primary and Secondary Beneficiaries, and all future beneficiaries of the Family Trust to sell all but 100 of the best cattle on White Pine Ranch in order to pay White Pine Ranch debt, past due expenses, and reserve funds for income taxes resulting from the sale. The 100 reserved cattle will be run on the SJ Ranch to keep the traditional family cattle operation.

C. The Primary and Secondary Beneficiaries are the sole adult beneficiaries of the Family Trust who would otherwise be entitled to a notice of proposed action under NRS 164.725 for the Co-Trustees' proposed protection of the assets and operations of any and all entities associated with the Family Trust, and they intent for this Agreement to constitute their written and binding consent thereto. In addition, each Primary and Secondary Beneficiary agrees he or she is representing all his or her minor children and unborn grandchildren, great grandchildren and other issue in entering into this Agreement in accordance with NRS 164.038, based on the fact that there is no legal counsel representing any such person and there is no material conflict of interests between the Primary and Secondary Beneficiaries and any of his or her issue.

BASED ON THE FOREGOING, the Co-Trustees of the Family Trust, the Primary and Secondary Beneficiaries, and all their minor and unborn issue that they represent hereby agree as follows:

1. Incorporation of Recitals. The parties agree that the recitals set forth above are true and correct and are hereby incorporated into this Agreement.

2. Agreement and Consent to Proposed Action. The Co-Trustees of the Family Trust, the Primary and Secondary Beneficiaries, and all the minor and unborn issue of the Primary and Secondary Beneficiaries all agree and consent to use funds received by the Samuel S. Jaksick, Jr. Family Trust to sell all but 100 of the best cattle on White Pine Ranch in order to pay White Pine Ranch debt, past due expenses, and reserve funds for income taxes resulting from the sale. The 100 reserved cattle will be run on the SJ Ranch to keep the traditional family cattle operation.

3. Binding Effect. This Agreement constitutes the written and binding consent of the parties to the proposed actions described herein. The Primary and Secondary Beneficiaries, as the sole adult beneficiaries of the Family Trust, acknowledge, agree and specifically intend that by virtue of their written consents, the Trustees shall have no liability to any present or future beneficiary of the Family Trust with respect to the proposed actions described herein. The parties acknowledge and agree that this Agreement is binding on all present and future beneficiaries of the Family Trust in accordance with NRS 164.038 and NRS 164.725, and hereby waive any further notice of proposed actions relating thereto.

4. LEGAL REPRESENTATION. THIS AGREEMENT HAS BEEN PREPARED BY THE CO-TRUSTEES OF THE FAMILY TRUST WITHOUT LEGAL REPRESENTATION. ALL THE OTHER PARTIES HAVE BEEN ADVISED AND REPRESENTED IN THIS MATTER BY THE LAWYERS THEY HAVE VOLUNTARILY SELECTED OR THEY HAVE VOLUNTARILY WAIVED THEIR RIGHTS AND OPPORTUNITIES TO BE INDIVIDUALLY REPRESENTED IN THE FORMATION OF THIS AGREEMENT. EACH OF THE SIGNATORIES REPRESENTS HE OR SHE HAS BEEN ADVISED AND GIVEN ADEQUATE OPPORTUNITY TO CONSULT WITH INDEPENDENT LEGAL COUNSEL WITH RESPECT TO THESE CONSENTS AND WAIVERS AND, IF HE OR SHE HAS NOT CONSULTED WITH SUCH INDEPENDENT LEGAL COUNSEL, HE OR SHE HAS VOLUNTARILY WAIVED THAT RIGHT AND OPPORTUNITY.

Dated: Aug 4 2013, 2013.

THE SAMUEL S. JAKSICK, JR. FAMILY TRUST

By Todd B Jaksick
Todd B. Jaksick, Co-Trustee

By Stanley S Jaksick
Stanley S. Jaksick, Co-Trustee

By Kevin Riley
Kevin Riley, Co-Trustee

PRIMARY BENEFICIARIES

Todd B.

Todd B. Jaksick

Stanley S.

Stanley S. Jaksick

Wendy Ann

Wendy Ann Jaksick

SECONDARY BENEFICIARY

Alexi Smrt

Alexi Smrt

EXHIBIT 13

EXHIBIT 13

EXHIBIT 13

AGREEMENT AND CONSENT TO PROPOSED ACTION

This Agreement and Consent to Proposed Action is entered into among Todd B. Jaksick and Stanley S. Jaksick, as Co-Trustees under The Samuel S. Jaksick, Jr. Family Trust Agreement (As Restated) (the "Family Trust"), Todd B. Jaksick ("Todd"), Stanley S. Jaksick ("Stan"), and Wendy Ann Jaksick ("Wendy"), as the "Primary Beneficiaries" of the Family Trust, with reference to the following facts:

A. The Grantor of the Family Trust, Samuel S. Jaksick, Jr. ("Sam"), died on April 21, 2013. At the time of his death, Sam owed \$85,000 to Duck Lake Ranch LLC pursuant to that certain Note Payable dated June 13, 2012, a copy of which is attached hereto (the "Note"). Duck Lake Ranch LLC is owned by Todd B. Jaksick.

B. The Note became due in full on December 31, 2013, and no payments have been made to date. The Note is secured by Sam's 1967 Piper Super Cub aircraft (the "Super Cub"), which is owned by Sammy Supercub LLC Series A, a Nevada series limited liability company, of which the Family Trust is the member. The Super Cub has been appraised at \$83,780, as shown by the Aircraft Appraisal Report attached hereto.

C. The Co-Trustees and the Primary Beneficiaries of the Family Trust have all agreed that it is in the best interests of the Family Trust, the Primary Beneficiaries, and all future beneficiaries of the Family Trust to transfer and surrender the Super Cub to Duck Lake Ranch LLC in satisfaction of the Note.

D. The Primary Beneficiaries are the sole adult beneficiaries of the Family Trust who would otherwise be entitled to a notice of proposed action under NRS 164.725 for the Co-Trustees' proposed transfer and surrender the Super Cub to Duck Lake Ranch LLC in satisfaction of the Note, and they intend for this Agreement to constitute their written and binding consent thereto. In addition, each Primary Beneficiary agrees he or she is representing all his or her minor children and unborn grandchildren, great grandchildren and other issue in entering into this Agreement in accordance with NRS 164.038, based on the fact that there is no counsel representing any such person and there is no material conflict of interests between the Primary Beneficiary and any of his or her issue.

BASED ON THE FOREGOING, the Co-Trustees of the Family Trust, the Primary Beneficiaries, and all their minor and unborn issue that they represent hereby agree as follows:

1. Incorporation of Recitals. The parties agree that the recitals set forth above are true and correct and are hereby incorporated into this Agreement.

2. Agreement and Consent to Proposed Action. The Co-Trustees of the Family Trust, the Primary Beneficiaries, and all the minor and unborn issue of the Primary Beneficiaries all agree and consent to the transactions described in the recitals above, specifically including, but not limited to, the Co-Trustees taking the appropriate steps to transfer and surrender the Super Cub to Duck Lake Ranch LLC in satisfaction of the Note.

3. Binding Effect. This Agreement constitutes the written and binding consent of the parties to the proposed actions described herein. The Primary Beneficiaries, as the sole adult beneficiaries of the Family Trust, acknowledge, agree and specifically intend that by virtue of their written consents, the Trustee shall have no liability to any present or future beneficiary of the Family Trust with respect to the proposed actions described herein. The parties acknowledge and agree that this Agreement is binding on all present and future beneficiaries of the Family Trust in accordance with NRS 164.038 and NRS 164.725, and hereby waive any further notice of proposed actions relating thereto.

4. LEGAL REPRESENTATION AND WAIVERS OF CONFLICT. THIS AGREEMENT HAS BEEN PREPARED BY THE LAW FIRM OF MAUPIN, COX & LEGOY IN THEIR CAPACITY AS ATTORNEYS FOR THE CO-TRUSTEES OF THE FAMILY TRUST. ALL OF THE OTHER PARTIES HAVE BEEN ADVISED AND REPRESENTED IN THIS MATTER BY THE LAWYERS THEY HAVE VOLUNTARILY SELECTED OR THEY HAVE VOLUNTARILY WAIVED THEIR RIGHTS AND OPPORTUNITIES TO BE INDIVIDUALLY REPRESENTED IN THE FORMATION OF THIS AGREEMENT. CERTAIN OF THE PARTIES TO THIS AGREEMENT, INCLUDING TODD B. JAKSICK, HAVE PREVIOUSLY BEEN AND CONTINUE TO BE REPRESENTED IN RELATED AND UNRELATED MATTERS BY THE LAW FIRM OF MAUPIN, COX & LEGOY. ALL SIGNATORIES TO THIS AGREEMENT HEREBY GIVE THEIR INFORMED CONSENTS TO THE REPRESENTATIONS DESCRIBED IN THIS PARAGRAPH WITH RESPECT TO THIS MATTER AND OTHER RELATED TRANSACTIONS AND WAIVE ANY CONCURRENT OR FUTURE CONFLICTS OF INTEREST ARISING FROM SUCH REPRESENTATIONS. EACH OF THE SIGNATORIES REPRESENTS HE OR SHE HAS BEEN ADVISED AND GIVEN ADEQUATE OPPORTUNITY TO CONSULT WITH INDEPENDENT LEGAL COUNSEL WITH RESPECT TO THESE CONSENTS AND WAIVERS AND, IF HE OR SHE HAS NOT CONSULTED WITH SUCH INDEPENDENT LEGAL COUNSEL, HE OR SHE HAS VOLUNTARILY WAIVED THAT RIGHT AND OPPORTUNITY. THESE INFORMED CONSENTS AND WAIVERS ARE GIVEN IN ACCORDANCE WITH ALL APPLICABLE LAWS, INCLUDING BUT NOT LIMITED TO, NEVADA RULES OF PROFESSIONAL CONDUCT 1.7 AND 1.9.

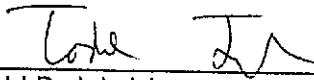
Dated: 1/31/2014, 2014.

THE SAMUEL S. JAKSICK, JR. FAMILY TRUST


By Todd B. Jaksick
Todd B. Jaksick, Co-Trustee

By Stanley S. Jaksick
Stanley S. Jaksick, Co-Trustee

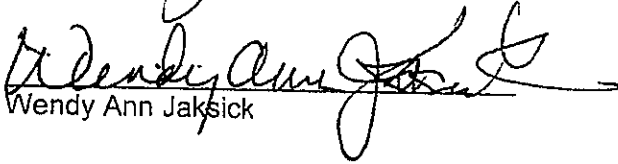
PRIMARY BENEFICIARIES



Todd B. Jaksick



Stanley S. Jaksick



Wendy Ann Jaksick

J:\update\BCM\Jaksick\Suit\Agreement & Consent - SuperCub.wpd

EXHIBIT 14

EXHIBIT 14

EXHIBIT 14

AGREEMENT AND CONSENT TO PROPOSED ACTION

This Agreement and Consent to Proposed Action is entered into among Todd B. Jaksick and Stanley S. Jaksick, as Co-Trustees under The Samuel S. Jaksick, Jr. Family Trust Agreement (As Restated) (the "Family Trust"), Todd B. Jaksick ("Todd"), Stanley S. Jaksick ("Stan"), and Wendy Ann Jaksick ("Wendy"), as the "Primary Beneficiaries" and Alexi Smrt, as one of the "Secondary Beneficiaries" of the Family Trust, with reference to the following facts:

A. The Grantor of the Family Trust, Samuel S. Jaksick, Jr. ("Sam"), died on April 21, 2013.

B. The Co-Trustees and the Primary and Secondary Beneficiaries of the Family Trust have all agreed that it is in the best interests of the Family Trust and the Primary and Secondary Beneficiaries, and all future beneficiaries of the Family Trust to utilize funds saved by White Pine Ranch to pay current IRS taxes for Family Trust.

C. The Co-Trustees and the Primary and Secondary Beneficiaries of the Family Trust realize that these particular White Pine Ranch funds were being saved for future tax obligations of White Pine Ranch due from cattle sales and White Pine Ranch's portion of the NRCS Conservation Easement closing, as well as a backup reserve for servicing the American Ag Credit loan complex in the event the Family Trust is unable to pay. Based off the current financial status of the Family Trust, including current obligations to the IRS, which are due on 4/15/2014, the Primary and Secondary beneficiaries agree that it makes more sense to utilize the White Pine Ranch reserved funds to pay for the above purposes, knowing these funds will not be available for White Pine Ranch's tax obligations for the previous cattle sales and NRCS Conservation Easement.

D. The Primary and Secondary Beneficiaries are the sole adult beneficiaries of the Family Trust who would otherwise be entitled to a notice of proposed action under NRS 164.725 for the Co-Trustees' proposed action to utilize White Pine Ranch future tax savings funds to pay current Trust tax obligations, and they intent for this Agreement to constitute their written and binding consent thereto. In addition, each Primary and Secondary Beneficiary agrees he or she is representing all his or her minor children and unborn grandchildren, great grandchildren and other issue in entering into this Agreement in accordance with NRS 164.038, based on the fact that there is no legal counsel representing any such person and there is no material conflict of interests between the Primary and Secondary Beneficiaries and any of his or her issue.

BASED ON THE FOREGOING, the Co-Trustees of the Family Trust, the Primary and Secondary Beneficiaries, and all their minor and unborn issue that they represent hereby agree as follows:

1. Incorporation of Recitals. The parties agree that the recitals set forth above are true and correct and are hereby incorporated into this Agreement.

2. Agreement and Consent to Proposed Action. The Co-Trustees of the Family Trust, the Primary and Secondary Beneficiaries, and all the minor and unborn issue of the Primary and Secondary Beneficiaries all agree and consent to the transactions in the recitals above, specifically including, but not limited to:

a. Utilizing White Pine Ranch reserved funds to pay current Family Trust obligations and depleting funds which were intended to be saved for items mentioned in Section C above.

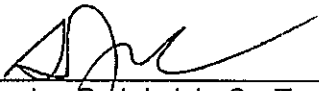
3. Binding Effect. This Agreement constitutes the written and binding consent of the parties to the proposed actions described herein. The Primary and Secondary Beneficiaries, as the sole adult beneficiaries of the Family Trust, acknowledge, agree and specifically intend that by virtue of their written consents, the Trustees shall have no liability to any present or future beneficiary of the Family Trust with respect to the proposed actions described herein. The parties acknowledge and agree that this Agreement is binding on all present and future beneficiaries of the Family Trust in accordance with NRS 164.038 and NRS 164.725, and hereby waive any further notice of proposed actions relating thereto.

4. LEGAL REPRESENTATION. THIS AGREEMENT HAS BEEN PREPARED BY THE CO-TRUSTEES OF THE FAMILY TRUST WITHOUT LEGAL REPRESENTATION. ALL THE OTHER PARTIES HAVE BEEN ADVISED AND REPRESENTED IN THIS MATTER BY THE LAWYERS THEY HAVE VOLUNTARILY SELECTED OR THEY HAVE VOLUNTARILY WAIVED THEIR RIGHTS AND OPPORTUNITIES TO BE INDIVIDUALLY REPRESENTED IN THE FORMATION OF THIS AGREEMENT. EACH OF THE SIGNATORIES REPRESENTS HE OR SHE HAS BEEN ADVISED AND GIVEN ADEQUATE OPPORTUNITY TO CONSULT WITH INDEPENDENT LEGAL COUNSEL WITH RESPECT TO THESE CONSENTS AND WAIVERS AND, IF HE OR SHE HAS NOT CONSULTED WITH SUCH INDEPENDENT LEGAL COUNSEL, HE OR SHE HAS VOLUNTARILY WAIVED THAT RIGHT AND OPPORTUNITY.


Dated: 4/15, 2014.

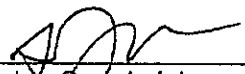
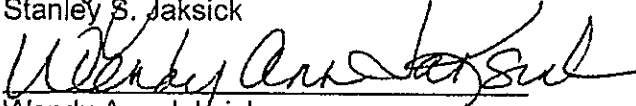
THE SAMUEL S. JAKSICK, JR. FAMILY
TRUST

By Todd B. Jaksick
Todd B. Jaksick, Co-Trustee

By 
Stanley S. Jaksick, Co-Trustee

PRIMARY BENEFICIARIES


Todd B. Jaksick


Stanley S. Jaksick

Wendy Ann Jaksick

SECONDARY BENEFICIARY

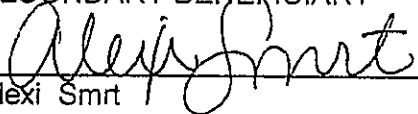

Alexi Smrt

EXHIBIT 15

EXHIBIT 15

EXHIBIT 15

AGREEMENT AND CONSENT TO PROPOSED ACTION

This Agreement and Consent to Proposed Action is entered into among Todd B. Jaksick, as Trustee under The SSJ's Issue Trust Agreement (the "Issue Trust"), Todd B. Jaksick and Stanley S. Jaksick, as Co-Trustees under The Samuel S. Jaksick, Jr. Family Trust Agreement (As Restated) (the "Family Trust"), Todd B. Jaksick, Stanley S. Jaksick, Wendy Ann Jaksick, and Alexi Smrt, as the adult "Primary Beneficiaries" of both the Issue Trust and the Family Trust, with reference to the following facts:

- A. Subparagraph K.9. of Article IV of The SSJ's Issue Trust Agreement specifically permits the Trustee of the Issue Trust to loan money to the Family Trust. Subparagraph K.14. of Article IV of The Samuel S. Jaksick, Jr. Family Trust Agreement (As Restated) likewise permits the Trustee of the Family Trust to borrow money and encumber trust property.
- B. The Family Trust is in need of \$225,000 for its operational costs for the months of August and September 2014.
- C. The Trustees and Primary Beneficiaries of both the Issue Trust and the Family Trust have all agreed that it is in the best interest of the Issue Trust, the Family Trust, and the Primary Beneficiaries and all future beneficiaries of the Issue Trust and the Family Trust, to have the Issue Trust loan the Family Trust \$115,000. A true and correct copy of the Promissory Note is attached hereto and incorporated herein by reference.
- D. To provide security for the loan of \$115,000, the Family Trust, its Co-Trustees, and its Primary Beneficiaries agree to encumber the entire stock of Toiyabe Investments Co. that the Family Trust owns. A true and correct copy of the Security Agreement is attached hereto and incorporated herein by reference.
- E. The Family Trust's Co-Trustees intend in good faith to pay at least \$50,000 down on this \$115,000 note once the Bronco Billy's funds are received.
- F. The Primary Beneficiaries are the sole adult beneficiaries of both the Issue Trust and the Family Trust who would otherwise be entitled to a notice of proposed action under NRS 164.725 for the above described loan, and they intend for this Agreement to constitute their written and binding consent thereto. In addition, each Primary Beneficiary agrees he or she is representing all his or her minor children and unborn grandchildren, great grandchildren and other issue in entering into this Agreement in accordance with NRS 164.038, based on the fact that there is no counsel representing any such person and there is no material conflict of interests between the Primary Beneficiary and any of his or her issue.

BASED UPON THE FOREGOING, the Trustees and Primary Beneficiaries of both the Issue Trust and the Family Trust, and all their minor and unborn issue that they represent, hereby agree as follows:

1. Incorporation of Recitals. The parties agree that the recitals set forth above are true and correct and are hereby incorporated into this Agreement.
2. Agreement and Consent to Proposed Action. The Trustees and Primary Beneficiaries of both the Issue Trust and the Family Trust, and all the minor and unborn issue of the Primary Beneficiaries, all agree and consent to the transactions described in the recitals above, specifically including, but not limited to, the loan of \$115,000 from the Issue Trust to the Family Trust pursuant to the Promissory Note and Security Agreement attached hereto.
3. Binding Effect. This Agreement constitutes the written and binding consent of the parties to the proposed actions described herein. The Primary Beneficiaries, as the sole adult beneficiaries of both the Issue Trust and the Family Trust, acknowledge, agree and specifically intend that by virtue of their written consents, the Trustees shall have no liability to any present or future beneficiary of the Issue Trust or the Family Trust with respect to the proposed actions described herein. The parties acknowledge and agree that this Agreement is binding on all present and future beneficiaries of both the Issue Trust and the Family Trust in accordance with NRS 164.038 and NRS 164.725, and hereby waive any further notice of proposed actions relating thereto.
4. LEGAL REPRESENTATION AND WAIVERS OF CONFLICT. THIS AGREEMENT HAS BEEN PREPARED BY THE LAW FIRM OF MAUPIN, COX & LEGOY IN THEIR CAPACITY AS ATTORNEYS FOR THE CO-TRUSTEES OF THE FAMILY TRUST. ALL OF THE OTHER PARTIES HAVE BEEN ADVISED AND REPRESENTED IN THIS MATTER BY THE LAWYERS THEY HAVE VOLUNTARILY SELECTED OR THEY HAVE VOLUNTARILY WAIVED THEIR RIGHTS AND OPPORTUNITIES TO BE INDIVIDUALLY REPRESENTED IN THE FORMATION OF THIS AGREEMENT. CERTAIN OF THE PARTIES TO THIS AGREEMENT, INCLUDING TODD B. JAKSICK, HAVE PREVIOUSLY BEEN AND CONTINUE TO BE REPRESENTED IN RELATED AND UNRELATED MATTERS BY THE LAW FIRM OF MAUPIN, COX & LEGOY. ALL SIGNATORIES TO THIS AGREEMENT HEREBY GIVE THEIR INFORMED CONSENTS TO THE REPRESENTATIONS DESCRIBED IN THIS PARAGRAPH WITH RESPECT TO THIS MATTER AND OTHER RELATED TRANSACTIONS AND WAIVE ANY CONCURRENT OR FUTURE CONFLICTS OF INTEREST ARISING FROM SUCH REPRESENTATIONS. EACH OF THE SIGNATORIES REPRESENTS HE OR SHE HAS BEEN ADVISED AND GIVEN ADEQUATE OPPORTUNITY TO CONSULT WITH INDEPENDENT LEGAL COUNSEL WITH RESPECT TO THESE

CONSENTS AND WAIVERS AND, IF HE OR SHE HAS NOT CONSULTED WITH SUCH INDEPENDENT LEGAL COUNSEL, HE OR SHE HAS VOLUNTARILY WAIVED THAT RIGHT AND OPPORTUNITY. THESE INFORMED CONSENTS AND WAIVERS ARE GIVEN IN ACCORDANCE WITH ALL APPLICABLE LAWS, INCLUDING BUT NOT LIMITED TO, NEVADA RULES OF PROFESSIONAL CONDUCT 1.7 AND 1.9.

Dated: 8-28, 2014

THE SSJ'S ISSUE TRUST

By TB
Todd B. Jaksick, Trustee

THE SAMUEL S JAKSICK JR FAMILY TRUST

By SSJ
Stanley S. Jaksick, Co-Trustee

By TB
Todd B. Jaksick, Co-Trustee

PRIMARY BENEFICIARIES:

TB
Todd B. Jaksick

SSJ
Stanley S. Jaksick

Wendy Ann Jaksick
Wendy Ann Jaksick

Alexi Smrt
Alexi Smrt

PROMISSORY NOTE

\$115,000.00

Reno, Nevada

For valuable consideration, Todd B. Jaksick and Stanley S. Jaksick, as Co-Trustees under The Samuel S. Jaksick, Jr. Family Trust Agreement (As Restated) ("Payor"), hereby agree to pay to the order of Todd B. Jaksick, as Trustee under The SSJ's Issue Trust Agreement ("Payee"), at such place as the Payee shall designate in writing, the principal sum of \$115,000.00, together with interest at the rate of 6% per annum (the "Interest Rate") on the declining principal balance from the date hereof.

Principal and interest are payable as follows:

1. The initial interest only payment is due and payable six (6) months from the date hereof. Thereafter, regular semi-annual payments of interest only accruing on the entire unpaid principal balance at the Interest Rate are due and payable on the same day of each succeeding sixth (6th) month thereafter until the entire balance of principal and interest has been paid in full.
2. The entire unpaid principal balance and accrued interest shall be paid in full on or before the second (2nd) anniversary from the date hereof (the "Maturity Date").
3. Each payment under this Promissory Note shall be credited first to accrued interest then due, with the remainder, if any, credited against principal, and interest shall no longer accrue upon the principal so credited.
4. Payor may prepay this Promissory Note in whole or in part without premium or penalty. Prepayments will not, unless otherwise agreed upon by Payee in writing, relieve Payor of Payor's obligation to continue to make the semi-annual payments of accrued interest. Rather, prepayments will reduce the principal balance due on the Maturity Date.

This Promissory Note is secured by a Security Agreement of this same date.

The Payor promises and agrees that if a default occurs in the payment of any sum required hereunder, or if the Payor becomes insolvent, makes a general assignment for the benefit of creditors, or is adjudged bankrupt, then the unpaid principal balance and accrued interest shall, at the option of the holder of this Promissory Note, become immediately due and payable although the time of maturity as expressed in this Promissory Note may not have then arrived.

If a default occurs under the terms of this Promissory Note, the Payor agrees to pay all costs, including reasonable attorneys' fees, incurred in the collection of any unpaid amounts.

The Payor, endorser, and guarantor waives presentment for payment, demand, notice, protest, notice of protest, diligence, and non-payment of this Promissory Note, and all defenses on the ground of any extension of time for payment that may be given by the holder to them.

This Promissory Note shall be governed by and construed in accordance with the laws of the State of Nevada and the laws of the United States applicable to transactions in the State of Nevada. The Payor consents to personal jurisdiction of the appropriate state or federal court located in Reno, Nevada.

In the event that any of the terms hereof shall be held to be invalid or unenforceable by any court of competent jurisdiction, such fact shall not affect the validity or enforceability of the remaining terms hereof.

Dated: 8-28, 2014.

THE SAMUEL S. JAKSICK, JR. FAMILY TRUST

By Todd B. Jaksick
Todd B. Jaksick, Co-Trustee

By Stanley S. Jaksick
Stanley S. Jaksick, Co-Trustee

500 Damonte Ranch Parkway, Suite 980
Reno, Nevada 89521

SECURITY AGREEMENT

This Security Agreement is executed by Todd B. Jaksick and Stanley S. Jaksick, as Co-Trustees under The Samuel S. Jaksick, Jr. Family Trust Agreement (As Restated), as "Debtor," and Todd B. Jaksick, as Trustee under The SSJ's Issue Trust Agreement, as "Secured Party."

I. CREATION OF SECURITY INTEREST

Debtor hereby grants to Secured Party a security interest in the collateral described in this Security Agreement pursuant to the Uniform Commercial Code - Secured Transactions.

II. OBLIGATIONS SECURED

The security interest is granted to Secured Party to secure the following obligations:

A. Payment of the indebtedness evidenced by a Promissory Note executed by Debtor, payable to the order of Secured Party, in the principal amount of \$115,000.00, bearing interest on the declining principal balance at the rate of 6% per annum.

B. The expenses and costs incurred or paid by Secured Party in the maintenance and preservation of the collateral and the enforcement of the rights of Secured Party and the duties of Debtor as stated in this Security Agreement, including, without limitation, attorneys' fees, court costs, foreclosure expenses, and witness fees.

III. DESCRIPTION OF COLLATERAL

The collateral of this Security Agreement consists of 27,500 shares of issued and outstanding common stock of Toiyabe Investment Co., a Nevada corporation, that are owned by Debtor, together with the proceeds, accessions, substitutions, and replacements thereof.

IV. CLASSIFICATION OF COLLATERAL

Debtor acknowledges that, at the time the security interest attaches, the collateral consists of securities, investment property, and general intangibles as those terms are defined in Chapter 104 of the Nevada Revised Statutes.

V.
PERFECTION OF SECURITY INTEREST

In order to perfect the security interest provided Secured Party in the collateral referred to in paragraph III. above, Debtor shall endorse in blank the stock certificates evidencing their ownership of such shares of stock, and shall deliver possession of the duly endorsed stock certificates to Secured Party, who shall retain possession of the duly endorsed stock certificates until all obligations secured by this Security Agreement are satisfied in full. So long as Secured Party is in possession of the collateral pursuant to this Security Agreement, Secured Party shall have all rights and perform all duties set forth in Section 104.9207 of the Nevada Revised Statutes.

VI.
VOTING, DIVIDENDS, AND OTHER RIGHTS

All the incidents of ownership of the collateral pledged by Debtor, including but not limited to, all voting and dividend rights shall, so long as there exists no default under the terms of this Security Agreement, remain with and be exercisable by Debtor. On any default under the terms of this Security Agreement, including default on the obligations secured by this Security Agreement, Secured Party shall obtain all voting rights incident to the collateral and shall be entitled to receive any dividends paid on the collateral and apply the same toward the obligations secured by this Security Agreement pending and in addition to the exercise by the Secured Party of any remedies provided to Secured Party under the terms of this Security Agreement or the obligations secured by this Security Agreement.

VII.
TAXES, ASSESSMENTS, AND LIENS

Debtor agrees to pay, prior to any delinquency, all taxes, charges, encumbrances, liens, and assessments against the collateral, and, upon failure of Debtor to do so, Secured Party may, at Secured Party's option, pay any of the same and shall be the sole judge of the legality or validity thereof, and the amount necessary to discharge the same. Debtor shall reimburse Secured Party on demand for any amounts paid by Secured Party pursuant to this article VII, together with interest thereon at the rate of 10% per annum from the date of payment until the date of reimbursement.

VIII.
DEFINITION OF DEFAULT

The occurrence of any of the following shall constitute a default by the Debtor under this Security Agreement:

A. The failure by Debtor to pay or perform any obligations secured by the terms of this Security Agreement or by the terms of any security agreement granting a security interest in the collateral to which the security interest granted by this Security Agreement is subject and subordinate.

B. The filing of a petition by or against Debtor under any State or Federal law relating to the relief of debtors, any assignment by Debtor for the benefit of creditors, or the insolvency or cessation of business by Debtor.

C. The sale, transfer, alienation, encumbrance, or other disposition of the collateral, or of any part thereof or of any interest therein, whether voluntarily or involuntarily, without the prior written consent of Secured Party.

IX.
ACCELERATION

Upon the occurrence of a default, Secured Party may, at Secured Party's option, declare immediately due and payable all obligations of Debtor to Secured Party under the Promissory Note secured by this Security Agreement, and the same shall, upon notice to or demand on Debtor, become immediately due and payable.

X.
SECURED PARTY'S RIGHTS AND REMEDIES

A. Secured Party may assign this Security Agreement, and on such an assignment, the assignee shall be entitled, on notifying Debtor, to all the rights and remedies of Secured Party contained in this Security Agreement.

B. On default by Debtor, Secured Party may exercise the rights of enforcement contained in the Uniform Commercial Code in effect in the State of Nevada on the date of the default and, in addition to those rights, Secured Party may, in Secured Party's discretion, take possession of the collateral and the Debtor agrees to cooperate fully with Secured Party in the exercise of Secured Party's right to take possession of the collateral. This right includes, but is not limited to, Secured Party's right to endorse certificates evidencing the collateral described in article III. for transfer to Secured Party, canceling such certificates, and issuing new certificates in the name of Secured Party and Debtor's obligation to assemble and deliver the collateral or some portion of the collateral or some part or component of the collateral upon request of the Secured Party, to a place designated by Secured Party where it shall be made available to the Secured Party. Failure to cooperate shall constitute a breach of this Security Agreement and the Debtor shall be liable for any and all expenses incident to such failure or cooperation.

XI.
RIGHTS AND REMEDIES OF DEBTOR

Debtor shall have all the rights and remedies before or after default provided in Article Nine of the Uniform Commercial Code as in effect in the State of Nevada from time to time.

XII.
WAIVER OF NOTICE

Debtor acknowledges that if a default occurs under the terms of this Security Agreement, Debtor may have the right to a hearing before a court of competent jurisdiction, and notice of such hearing, before any rights of Secured Party may be exercised. Debtor hereby waives any and all rights that Debtor may have to such notice and hearing.

XIII.
EXECUTION OF DOCUMENTS

Debtor will sign and execute alone or with Secured Party at the time of the execution of this Security Agreement, or at any other time until the Security Agreement has terminated, any financing statement or other document and pay all connected costs necessary to protect the security interest under this Security Agreement against the rights or interests of third persons.

XIV.
MISCELLANEOUS

A. Notices. All notices required or permitted to be given by law or by the terms of this Security Agreement must be in writing and shall be considered given (1) upon personal service of a copy on the party to be served, (2) 48 hours after mailing such notice by certified or registered mail, postage prepaid, receipt for delivery requested, addressed to the party to be served and properly deposited in the United States mail, (3) 24 hours after facsimile transmission of a copy of the notice to the party to be served, transmitted to the facsimile number furnished by the party, provided that a copy of the notice is also mailed to the party by regular mail the same day, or (4) 24 hours after delivery of the notice to a nationally recognized overnight delivery service, with delivery charges prepaid, properly packaged, addressed to the party to be served, with proof of delivery to be furnished. Notices must be given to the parties at the addresses listed beneath their signatures. Any change in the name or address of the person to be notified on behalf of any party shall be given by the party having such change to the other parties in the manner provided above. Thereafter, all notices shall be given in accordance with the notice of change of name or address. Notices given before actual receipt of the notice of change of name or address shall not be invalidated by the change.

B. Time of the Essence. Time is of the essence of this Security Agreement.

C. Waivers. The waiver by any party to this Security Agreement of the performance of any covenant, condition, or promise shall not invalidate this Security Agreement nor shall such waiver be considered to be a waiver of any other covenant, condition or promise. The waiver by any of the parties of the time for performing any act shall not constitute a waiver of the time for performing any other act or of an identical act required to be performed at a later time. The exercise of any remedy provided in this Security Agreement shall not constitute a waiver of any other remedy provided by law.

D. Choice of Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Nevada in effect from time to time.

E. Gender and Number. As used in this Security Agreement, the masculine, feminine, or neuter gender, and the singular or plural number, shall each be considered to include the others whenever the context so indicates.


F. Binding Effect. This Security Agreement shall be binding upon and shall inure to the benefit and detriment of the parties hereto and their respective personal representatives, heirs, successors, and assigns.

G. Captions. The captions in this Security Agreement shall have no effect on its interpretation.

Dated: 8-28, 2014.

"DEBTOR"

THE SAMUEL S. JAKSICK, JR. FAMILY TRUST

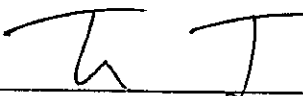
By 
Todd B. Jaksick, Co-Trustee

By 
Stanley S. Jaksick, Co-Trustee

500 Damonte Ranch Parkway, Suite 980
Reno, Nevada 89521

"SECURED PARTY"

THE SSJ'S ISSUE TRUST

By 
Todd B. Jaksick, Trustee

500 Damonte Ranch Parkway, Suite 980
Reno, Nevada 89521

EXHIBIT 16

EXHIBIT 16

EXHIBIT 16

AGREEMENT AND CONSENT TO PROPOSED ACTION

This Agreement and Consent to Proposed Action is entered into among Todd B. Jaksick, as Trustee under The SSJ's Issue Trust Agreement (the "Issue Trust"), Todd B. Jaksick and Stanley S. Jaksick, as Co-Trustees under The Samuel S. Jaksick, Jr. Family Trust Agreement (As Restated) (the "Family Trust"), Todd B. Jaksick, Stanley S. Jaksick, Wendy Ann Jaksick, and Alexi Smrt, as the adult "Primary Beneficiaries" of both the Issue Trust and the Family Trust, with reference to the following facts:

- A. Subparagraph K.9. of Article IV of The SSJ's Issue Trust Agreement specifically permits the Trustee of the Issue Trust to loan money to the Family Trust. Subparagraph K.14. of Article IV of The Samuel S. Jaksick, Jr. Family Trust Agreement (As Restated) likewise permits the Trustee of the Family Trust to borrow money and encumber trust property.
- B. The Family Trust is in need of \$150,000 for its operational costs for the month of September 2014.
- C. The Trustees and Primary Beneficiaries of both the Issue Trust and the Family Trust have all agreed that it is in the best interest of the Issue Trust, the Family Trust, and the Primary Beneficiaries and all future beneficiaries of the Issue Trust and the Family Trust, to have the Issue Trust loan the Family Trust \$150,000. A true and correct copy of the Promissory Note is attached hereto and incorporated herein by reference.
- D. To provide security for the loan of \$150,000, the Family Trust, its Co-Trustees, and its Primary Beneficiaries agree that the existing Security Agreement dated August 28, 2014, between the Family Trust and the Issue Trust be amended to include the new loan, and further agree to the recording of a Deed of Trust against the real property commonly known as 4005 Quail Rock Lane, Reno, Washoe County, Nevada, A.P.N. 150-011-04. A true and correct copy of both the Amendment to Security Agreement and the Deed of Trust is attached hereto and incorporated herein by reference.
- E. The Family Trust's Co-Trustees intend in good faith to payoff this note once the Bronco Billy's funds are received.
- F. The Primary Beneficiaries are the sole adult beneficiaries of both the Issue Trust and the Family Trust who would otherwise be entitled to a notice of proposed action under NRS 164.725 for the above described loan, and they intend for this Agreement to constitute their written and binding consent thereto. In addition, each Primary Beneficiary agrees he or she is representing all his or her minor children and unborn grandchildren, great grandchildren and other issue in entering into this Agreement in accordance with NRS 164.038, based on the fact that there

is no counsel representing any such person and there is no material conflict of interests between the Primary Beneficiary and any of his or her issue.

BASED UPON THE FOREGOING, the Trustees and Primary Beneficiaries of both the Issue Trust and the Family Trust, and all their minor and unborn issue that they represent, hereby agree as follows:

1. Incorporation of Recitals. The parties agree that the recitals set forth above are true and correct and are hereby incorporated into this Agreement.
2. Agreement and Consent to Proposed Action. The Trustees and Primary Beneficiaries of both the Issue Trust and the Family Trust, and all the minor and unborn issue of the Primary Beneficiaries, all agree and consent to the transactions described in the recitals above, specifically including, but not limited to, the loan of \$150,000 from the Issue Trust to the Family Trust pursuant to the Promissory Note, Amendment to Security Agreement, and Deed of Trust attached hereto.
3. Binding Effect. This Agreement constitutes the written and binding consent of the parties to the proposed actions described herein. The Primary Beneficiaries, as the sole adult beneficiaries of both the Issue Trust and the Family Trust, acknowledge, agree and specifically intend that by virtue of their written consents, the Trustees shall have no liability to any present or future beneficiary of the Issue Trust or the Family Trust with respect to the proposed actions described herein. The parties acknowledge and agree that this Agreement is binding on all present and future beneficiaries of both the Issue Trust and the Family Trust in accordance with NRS 164.038 and NRS 164.725, and hereby waive any further notice of proposed actions relating thereto.
4. LEGAL REPRESENTATION AND WAIVERS OF CONFLICT. THIS AGREEMENT HAS BEEN PREPARED BY THE LAW FIRM OF MAUPIN, COX & LEGOY IN THEIR CAPACITY AS ATTORNEYS FOR THE CO-TRUSTEES OF THE FAMILY TRUST. ALL OF THE OTHER PARTIES HAVE BEEN ADVISED AND REPRESENTED IN THIS MATTER BY THE LAWYERS THEY HAVE VOLUNTARILY SELECTED OR THEY HAVE VOLUNTARILY WAIVED THEIR RIGHTS AND OPPORTUNITIES TO BE INDIVIDUALLY REPRESENTED IN THE FORMATION OF THIS AGREEMENT. CERTAIN OF THE PARTIES TO THIS AGREEMENT, INCLUDING TODD B. JAKSICK, HAVE PREVIOUSLY BEEN AND CONTINUE TO BE REPRESENTED IN RELATED AND UNRELATED MATTERS BY THE LAW FIRM OF MAUPIN, COX & LEGOY. ALL SIGNATORIES TO THIS AGREEMENT HEREBY GIVE THEIR INFORMED CONSENTS TO THE REPRESENTATIONS DESCRIBED IN THIS PARAGRAPH WITH RESPECT TO THIS MATTER AND OTHER RELATED TRANSACTIONS AND WAIVE ANY CONCURRENT OR FUTURE

CONFLICTS OF INTEREST ARISING FROM SUCH REPRESENTATIONS. EACH OF THE SIGNATORIES REPRESENTS HE OR SHE HAS BEEN ADVISED AND GIVEN ADEQUATE OPPORTUNITY TO CONSULT WITH INDEPENDENT LEGAL COUNSEL WITH RESPECT TO THESE CONSENTS AND WAIVERS AND, IF HE OR SHE HAS NOT CONSULTED WITH SUCH INDEPENDENT LEGAL COUNSEL, HE OR SHE HAS VOLUNTARILY WAIVED THAT RIGHT AND OPPORTUNITY. THESE INFORMED CONSENTS AND WAIVERS ARE GIVEN IN ACCORDANCE WITH ALL APPLICABLE LAWS, INCLUDING BUT NOT LIMITED TO, NEVADA RULES OF PROFESSIONAL CONDUCT 1.7 AND 1.9.

Dated: 09/25, 2014

THE SSJ'S ISSUE TRUST

By Todd B. Jaksick
Todd B. Jaksick, Trustee

THE SAMUEL S JAKSICK JR FAMILY TRUST

By Stanley S. Jaksick
Stanley S. Jaksick Co-Trustee
By Todd B. Jaksick
Todd B. Jaksick, Co-Trustee

PRIMARY BENEFICIARIES:

Todd B. Jaksick
Todd B. Jaksick

Stanley S. Jaksick
Stanley S. Jaksick

Wendy Ann Jaksick
Wendy Ann Jaksick

Alexi Smrt
Alexi Smrt

PROMISSORY NOTE

\$150,000.00

Reno, Nevada

For valuable consideration, Todd B. Jaksick and Stanley S. Jaksick, as Co-Trustees under The Samuel S. Jaksick, Jr. Family Trust Agreement (As Restated) ("Payor"), hereby agree to pay to the order of Todd B. Jaksick, as Trustee under The SSJ's Issue Trust Agreement ("Payee"), at such place as the Payee shall designate in writing, the principal sum of \$150,000.00, together with interest at the rate of 6% per annum (the "Interest Rate") on the declining principal balance from the date hereof.

Principal and interest are payable as follows:

1. The entire unpaid principal balance and accrued interest shall be paid in full on or before twelve (12) months from the date hereof (the "Maturity Date").
2. Each payment under this Promissory Note shall be credited first to accrued interest then due, with the remainder, if any, credited against principal, and interest shall no longer accrue upon the principal so credited.
3. Payor may prepay this Promissory Note in whole or in part without premium or penalty. Prepayments will not, unless otherwise agreed upon by Payee in writing, relieve Payor of Payor's obligation to continue to make the semi-annual payments of accrued interest. Rather, prepayments will reduce the principal balance due on the Maturity Date.

This Promissory Note is secured by an existing Security Agreement between Payor and Payee dated August 28, 2014, as amended this same date, and is further secured by a Deed of Trust to be recorded against the real property commonly known as 4005 Quail Rock Lane, Reno, Washoe County, Nevada, A.P.N. 150-011-04.

The Payor promises and agrees that if a default occurs in the payment of any sum required hereunder, or if the Payor becomes insolvent, makes a general assignment for the benefit of creditors, or is adjudged bankrupt, then the unpaid principal balance and accrued interest shall, at the option of the holder of this Promissory Note, become immediately due and payable although the time of maturity as expressed in this Promissory Note may not have then arrived.

If a default occurs under the terms of this Promissory Note, the Payor agrees to pay all costs, including reasonable attorneys' fees, incurred in the collection of any unpaid amounts.

The Payor, endorser, and guarantor waives presentment for payment, demand, notice, protest, notice of protest, diligence, and non-payment of this Promissory Note, and all defenses on the ground of any extension of time for payment that may be given by the holder to them.

This Promissory Note shall be governed by and construed in accordance with the laws of the State of Nevada and the laws of the United States applicable to transactions in the State of Nevada. The Payor consents to personal jurisdiction of the appropriate state or federal court located in Reno, Nevada.

In the event that any of the terms hereof shall be held to be invalid or unenforceable by any court of competent jurisdiction, such fact shall not affect the validity or enforceability of the remaining terms hereof.

Dated: 09/25, 2014.

THE SAMUEL S. JAKSICK, JR. FAMILY TRUST

By Todd B. Jaksick
Todd B. Jaksick, Co-Trustee

By Stanley S. Jaksick
Stanley S. Jaksick, Co-Trustee

500 Damonte Ranch Parkway, Suite 980
Reno, Nevada 89521

AMENDMENT TO SECURITY AGREEMENT

This Amendment to Security Agreement is executed by Todd B. Jaksick and Stanley S. Jaksick, as Co-Trustees under The Samuel S. Jaksick, Jr. Family Trust Agreement (As Restated), as "Debtor," and Todd B. Jaksick, as Trustee under The SSJ's Issue Trust Agreement, as "Secured Party," with reference to the following facts.

A. On August 28, 2014, Debtor and Secured Party entered into a Security Agreement by which Debtor granted to Secured Party a security interest in 27,500 shares of issued and outstanding common stock of Toiyabe Investment Co., a Nevada corporation, to secure payment of the indebtedness evidenced by a Promissory Note executed by Debtor in favor of Secured Party in the principal amount of \$115,000.00.

B. Secured Party has subsequently loaned Debtor an additional \$150,000.00 evidenced by a Promissory Note executed by Debtor in favor of Secured Party to be added to the obligations secured by the existing Security Agreement. The parties therefore desire to amend the Security Agreement as set forth below.

Based upon the foregoing, the Security Agreement dated August 28, 2014, is hereby amended as follows:

I.

Article II. of the Security Agreement dated August 28, 2014, is hereby amended in its entirety to read as follows:

OBLIGATIONS SECURED

The security interest is granted to Secured Party to secure the following obligations:

A. Payment of the indebtedness evidenced by a Promissory Note executed by Debtor, payable to the order of Secured Party, in the principal amount of \$115,000.00, bearing interest on the declining principal balance at the rate of 6% per annum.

B. Payment of the indebtedness evidenced by a Promissory Note executed by Debtor, payable to the order of Secured Party, in the principal amount of \$150,000.00, bearing interest on the declining principal balance at the rate of 6% per annum.

C. The expenses and costs incurred or paid by Secured Party in the maintenance and preservation of the collateral and the enforcement of the rights of Secured Party and the duties of Debtor as stated in this Security Agreement, including, without limitation, attorneys' fees, court costs, foreclosure expenses, and witness fees.

II.

The parties hereby agree to be bound by all of the terms and provisions of the Security Agreement dated August 28, 2014, as amended by this Amendment thereto. This Amendment to Security Agreement is effective as of the date of execution below.

Dated: 09/25, 2014.

"DEBTOR"

THE SAMUEL S. JAKSICK, JR. FAMILY TRUST

By Todd B. Jaksick
Todd B. Jaksick, Co-Trustee

By Stanley S. Jaksick
Stanley S. Jaksick, Co-Trustee

500 Damonte Ranch Parkway, Suite 980
Reno, Nevada 89521

"SECURED PARTY"

THE SSJ'S ISSUE TRUST

By Todd B. Jaksick
Todd B. Jaksick, Trustee

500 Damonte Ranch Parkway, Suite 980
Reno, Nevada 89521

A.P.N. 150-011-04

After recording, return to:

Brian C. McQuaid, Esq.
Maupin, Cox & LeGoy
P.O. Box 30000
Reno, Nevada 89520

The undersigned hereby affirms that this document submitted for recording
does not contain the social security number of any person or persons per
N.R.S. 239B.030.

Signature of Declarant or Agent

DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust is executed by Todd B. Jaksick and Stanley S. Jaksick, as Co-Trustees of The Samuel S. Jaksick, Jr. Family Trust, as "Trustor," to First American Title Company in Reno, Nevada, as "Trustee," for the benefit of Todd B. Jaksick, as Trustee under The SSJ's Issue Trust Agreement, 500 Damonte Ranch Parkway, Suite 980, Reno, Nevada 89521, as "Beneficiary."

I

PURPOSE

Trustor irrevocably grants, transfers, and assigns to Trustee, in trust, with power of sale, the real property commonly known as 4005 Quail Rock Lane, Reno, Washoe County, Nevada, and more specifically described as follows:

PARCEL 1-B as shown on the 3rd parcel Map for Samuel S. Jaksick, Jr. according to the map thereof, filed in the office of the County Recorder of Washoe County, Nevada, on April 2, 1998, as File No. 2195991, and as Parcel Map No. 3314.

EXCEPTING THEREFROM that portion conveyed by Resolution recorded June 2, 1999 in Book 5705, Page 656 as Document No. 2346774 Official Records of Washoe County, Nevada.

APN: 150-011-04

together with the rents, issues, and profits thereof. The real property described above is hereafter referred to as the "Real Property." This Deed of Trust secures the following:

- A. The performance of each covenant of Trustor contained in article III.
- B. The payment of the indebtedness evidenced by a Promissory Note of this same date, in the principal sum of \$150,000.00, bearing interest on the declining principal balance at the rate of 6% per annum, payable to the order of Beneficiary, including any modifications, additions, or extensions thereof. This Promissory Note is incorporated by reference as a part of this Deed of Trust.
- C. The payment of such additional sums, with interest thereon, as may hereafter be advanced by Beneficiary to Trustor when evidenced by a promissory note of Trustor. The

promissory note is to state that it is secured by this Deed of Trust. As used in this Deed of Trust, the term "Promissory Note" includes the Promissory Note referred to in paragraph B. above and any subsequent promissory note that evidences the additional advances that are secured by this Deed of Trust.

D. The payment of any costs that might be incurred by Trustee or Beneficiary to protect the security of this Deed of Trust or to enforce any of the rights and remedies hereunder.

II

ASSIGNMENT OF RENTS AND PROFITS

Trustor further irrevocably grants, transfers, and assigns to Beneficiary the rents, issues, and profits of the Real Property, absolutely and unconditionally, and not merely as additional security for the indebtedness secured by this Deed of Trust. Prior to the occurrence of an event of default under this Deed of Trust, Beneficiary grants permission to Trustor to collect and retain the rents, issues, and profits of the Real Property as they become due and payable. In the event of a default under the Promissory Note or this Deed of Trust, Beneficiary shall have the right, with or without taking possession of the Real Property, to collect all rents, issues, and profits, and shall be entitled either personally or by attorney or agent, without bringing any action or proceeding, or by a receiver to be appointed by the court, to enter into possession of, to make, cancel, enforce, and modify leases, to obtain and evict tenants, and to set and modify rents and other lease terms. Beneficiary shall have the further right to sue for and collect all or any part of the rents, issues, and profits of the Real Property, and after payment of all expenses of maintenance, operation, and collection, including reasonable attorneys' fees, as Beneficiary may deem proper, to apply the balance to the indebtedness then secured by this Deed of Trust. The receipt and application by Beneficiary of such rents, issues, and profits, after execution and delivery of a Notice of Default and Election to Sell or during the pendency of Trustee's foreclosure proceedings under this Deed of Trust, shall not cure the breach or default and shall not affect the foreclosure proceedings or any foreclosure sale resulting therefrom. All such rents, issues, and profits, less the expenses of operation, maintenance, collection, and reasonable attorneys' fees, when received by Beneficiary, shall be applied in reduction of the indebtedness that is secured by this Deed of Trust, in such order as Beneficiary may determine.

If the rents, issues, and profits of the Real Property are not sufficient to satisfy the expenses, if any, of taking control of and managing the Real Property and collecting the rents, issues, and profits therefrom, any funds expended by Beneficiary for such purposes shall become additional indebtedness of Trustor to Beneficiary that is secured by this Deed of Trust. Such amounts shall be repayable to Beneficiary upon demand and shall bear interest from the date of disbursement at the rate of ten percent (10%) per annum.

III

COVENANTS OF TRUSTOR

A. Trustor covenants and agrees to pay when due all claims for labor performed and materials furnished for any construction, alterations, or repairs upon the Real Property; to comply with all laws affecting the Real Property or relating to any alterations or improvements that may be made thereon; not to commit or permit waste thereon, nor to commit, suffer, or permit any acts upon the Real Property in violation of any law, covenant, condition, or restriction affecting the Real Property; to maintain the Real Property in a good state of repair and not to make any alterations to the Real Property that would in any way reduce or impair or tend to reduce or impair its value.

B. Trustor covenants and agrees to pay all reconveyance fees charged by Trustee at the time of payment of the indebtedness secured by this Deed of Trust.

C. The following covenants of Section 107.030 of the Nevada Revised Statutes are hereby adopted and made a part of this Deed of Trust: Covenant No. 1, Covenant No. 2 (fire insurance, full insurable value); Covenant No. 3, Covenant No. 4 (interest, 10%), Covenant No. 5, Covenant No. 6, Covenant No. 7 (attorneys' fees, reasonable), Covenant No. 8, and Covenant No. 9.

IV

DEFAULT

A. Any of the following shall constitute a default under the terms of this Deed of Trust:

1. The failure to make any of the payments required by the terms of the Promissory Note.
2. The failure to perform any of the covenants contained in articles II and III.
3. The default under any of the terms of any deed of trust to which this Deed of Trust is subject and subordinate.
4. The sale, exchange, or other disposition of the Real Property, or of any part thereof, or of any interest therein, whether voluntarily or involuntarily, without the prior written consent of Beneficiary.

B. Upon any default, Beneficiary may, at Beneficiary's option, declare the entire amount of the indebtedness evidenced by the Promissory Note immediately due and payable although the time of maturity as expressed in the Promissory Note may not have then arrived, and Beneficiary, in person, by agent, or by a judicially appointed receiver, shall be entitled to enter upon and take possession of the Real Property, or any part thereof, to perform such acts of repair or protection as may be necessary or proper to preserve the value thereof, to rent or lease the Real Property or any part thereof for such rental, term, and upon such conditions as Beneficiary or the receiver considers necessary or proper, and to collect the rents, issues, and profits thereof as additional security. All rents, issues, and profits collected by Beneficiary or the receiver shall be applied first to payment of the costs of the management of the Real Property and the collection of the rents, including, but not limited to, receiver's fees, premiums on receiver's bonds, and reasonable attorneys' fees, and then to the payment of other sums secured by this Deed of Trust. Beneficiary and the receiver shall be accountable only for those rents actually received. Beneficiary shall be entitled to have a receiver appointed as a matter of right without regard to the adequacy of Beneficiary's security and without any showing otherwise required by Section 107.100 of the Nevada Revised Statutes.

The rights and remedies expressly granted by the terms of this Deed of Trust shall not exclude any other rights or remedies granted by law, and all rights and remedies granted by this Deed of Trust or permitted by law shall be concurrent and cumulative. The exercise of any one or more such rights or remedies by Beneficiary, or by Trustee at the direction of Beneficiary, shall not be construed as an election of remedies or as a waiver of any other right or remedy that Beneficiary may have.

V

PRIOR DEED OF TRUST AND REQUEST FOR NOTICE

A. This Deed of Trust is executed by Trustor and accepted by Trustee and Beneficiary as a Deed of Trust upon the Real Property, subject and subordinate to the Deed of Trust recorded May 29, 2002, as Document No. 2692788 of Official Records of Washoe County, Nevada.

B. Beneficiary requests that a copy of any notice of default or notice of sale issued under the Deed of Trust described above be mailed to Beneficiary and Beneficiary's attorney at the following addresses:

Todd B. Jaksick, Trustee
The SSJ's Issue Trust
500 Damonte Ranch Parkway, Suite 980
Reno, Nevada 89521

Brian C. McQuaid, Esq.
Maupin, Cox & LeGoy
P.O. Box 30000
Reno, Nevada 89520

VI

CONDEMNATION PROCEEDS

If all or any portion of the Real Property is taken by eminent domain, by inverse condemnation, or for any public or quasi-public use under any statute, all sums paid as a result of the taking shall, to the extent required to discharge all obligations of Trustor that are secured by the terms of this Deed of Trust, be paid to Beneficiary, and the balance remaining, if any, shall be paid to Trustor.

VII

DEFICIENCY JUDGMENT

Trustor agrees to pay any deficiency arising in any manner after the application of the proceeds of any foreclosure sale held by Trustee pursuant to the provisions of this Deed of Trust.

VIII

MISCELLANEOUS

A. Trustee is not obligated to notify any party to this Deed of Trust of any pending sale under any other deed of trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party, unless brought by Trustee.

B. This Deed of Trust shall be binding upon and shall inure to the benefit and detriment of the parties hereto and their respective personal representatives, heirs, successors, and assigns.

C. The waiver of any breach of any of the terms or conditions of this Deed of Trust, or of any of the terms and conditions of the Promissory Note, shall not constitute a waiver of any subsequent breach of the same or of any other term or condition.

D. This Deed of Trust is to be governed by and construed in accordance with the laws of the State of Nevada as in effect from time to time.

E. As used in this Deed of Trust, the masculine, feminine, or neuter gender, and the singular or plural number, shall each be considered to include the others whenever the context so indicates.

F. All notices of default shall be mailed to Trustor and Trustor's attorney at the following addresses:

Todd B. Jaksick, Co-Trustee
Stanley S. Jaksick, Co-Trustee
The Samuel S. Jaksick, Jr. Family Trust
500 Damonte Ranch Parkway, Suite 980
Reno, Nevada 89521

Brian C. McQuaid, Esq.
Maupin, Cox & LeGoy
P.O. Box 30000
Reno, Nevada 89520

Dated: 09/25, 2014.

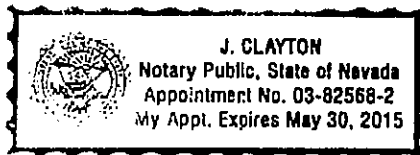
THE SAMUEL S. JAKSICK, JR. FAMILY TRUST

By Todd B. Jaksick
Todd B. Jaksick, Co-Trustee

By Stanley S. Jaksick
Stanley S. Jaksick, Co-Trustee

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

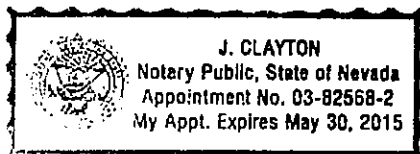
This Deed of Trust was acknowledged before me on 09/25, 2014, by Todd B. Jaksick, as Co-Trustee of The Samuel S. Jaksick, Jr. Family Trust.



[Signature]
Notary Public

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

This Deed of Trust was acknowledged before me on 09/25, 2014, by Stanley S. Jaksick, as Co-Trustee of The Samuel S. Jaksick, Jr. Family Trust.



[Signature]
Notary Public

EXHIBIT 17

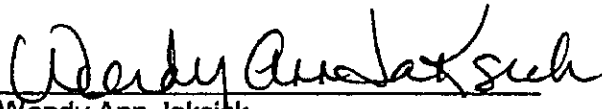
EXHIBIT 17

EXHIBIT 17

CREDITOR CLAIM

Wendy Ann Jaksick hereby submits this creditor claim against Samuel S. Jaksick, Jr. and The Samuel S. Jaksick, Jr. Family Trust in accordance with NRS 164.025. This claim is for the amount of \$231,432, plus interest, in accordance with the terms of that certain promissory note originally relating to the WAJS 1995 Life Insurance Trust. Further documentation in support of this claim will be provided upon request.

Dated: 10/21, 2013


Wendy Ann Jaksick

AMENDMENT TO UNSECURED PROMISSORY NOTE
(Samuel S. Jaksick, Jr.)

This Amendment to the Unsecured Promissory Note dated June 26, 2007, by and between Jackrabbit Properties LLC and the Wendy Ann Jaksick Smrt 1995 Life Insurance Trust is amended as follows:

RECITALS

A. WHEREAS, on or about June 26, 2007, Jackrabbit Properties LLC ("Jackrabbit") executed a promissory note with the Wendy Ann Jaksick Smrt 1995 Life Insurance Trust ("Trust") in the principal amount of \$231,432.07, with an annual payment of \$11,571.60 and a maturity date of December 31, 2017 ("Note").

B. WHEREAS, on or about June 10, 2008, Jackrabbit assigned all of its obligations under the Note to Samuel S. Jaksick, Jr. ("Assignee") and the Assignee assumed any and all obligation under the Note pursuant to the assignment.

C. WHEREAS, Jackrabbit made the first interest only installment in the sum of \$6,023.00 (i.e. pro rata payment), and the Assignee made the subsequent annual payment in the sum of \$11,571.60 on or about December 31, 2008 and the third interest only installment in the same amount on or about December 31, 2009.

D. WHEREAS, Assignee was unable to make the annual payment amount in the sum of \$11,571.60 on December 31, 2010, and as a result, Assignee has requested the trustee of the Trust to amend the Note to defer the interest only payment due each year on December 31st for three (3) consecutive years.


E. WHEREAS, Assignee has also requested the trustee of the Trust extend the maturity date of December 31st to 2017.

F. WHEREAS, the trustee agrees to allow the Assignee to defer the annual payment amount for three (3) years and extend the maturity date from December 31, 2017, to December 31, 2020.

NOW, THEREFORE, the unsecured promissory note is amended as follows:

1. The annual payment amount as defined in the Note which was due on December 31, 2010, and will become due on December 31, 2011, and December 31, 2012, are deferred until December 31, 2013, with the understanding the Assignee will begin making the annual payment amount on December 31, 2013 and that the maturity date of the Note shall also be extended three (3) years until December 31, 2020.


2. The parties agree that the Note shall continue to accrue interest at 5% per annum including interest on the deferred annual payment amount which will be adjusted and paid in full when the Note becomes due on the maturity date of December 31, 2020



Samuel S. Jaksick, Jr.
Date: 7/28/11, 2011

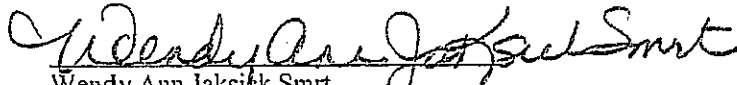
Trustee:

Premier Trust for the Wendy Ann Jaksick Smrt 1995 Life Insurance Trust

By:  **MARK DRESCHLER**
Name: _____ **PRESIDENT**
Title: _____
Date: 8-3, 2011

CONSENT

I, Wendy Ann Jaksick Smrt, consent to the Amendment to the Wendy Ann Jaksick Smrt 1995 Life Insurance Trust Promissory Note to change the payment amount and to extend the maturity date to December 31, 2020.


Wendy Ann Jaksick Smrt
Dated: July 26, 2011

Assignment, Assumption Agreement and Consent to Assignment

This Assignment, Assumption and Consent to Assignment Agreement is made on June 10, 2008 (hereinafter "**Assignment**"), between Jackrabbit Properties LLC, a Nevada limited liability company ("**Assignor**") and Samuel S. Jaksick, Jr., individually "**Assignee**") as follows:

Recitals:

A. On June 26, 2007, Assignor executed three (3) promissory notes ("**Notes**") with each of the Todd Bruce Jaksick, Stanley S. Jaksick and Wendy Ann Jaksick Smrt 1995 Life Insurance Trusts ("**Trusts**") each in the principal amount of Two Thousand Thirty One Thousand Four Hundred Thirty Two Dollars (\$231,432.00) a copy of which is attached as **Exhibit A**.

B. Assignee is a member in the Assignor and Assignee has agreed to assume the responsibility for any and all obligations and liabilities including, without limitation, Assignor's performance of said Notes described below.

D. Assignor has no objection to such assignment so long as the transfer and assignment is subject to the conditions and terms of this Agreement.

Now, therefore, for valuable consideration, the parties agree as follows:

1. **Effective Date.** The effective date of this Assignment shall be June 10, 2008.
2. **Agreements Assigned.** Assignor assigns and otherwise transfers its rights, title and interest without recourse to and Assignee assumes all such obligations thereunder, in certain Notes attached as **Exhibit A** and incorporated herein by reference from the following lenders:
 1. Todd Bruce Jaksick 1995 Life Insurance Trust
 2. Stanley S. Jaksick 1995 Life Insurance Trust
 3. Wendy Ann Jaksick Smrt 1995 Life Insurance Trust
2. **Continued Liability.** The assignment and transfer hereunder shall operate as a novation and Assignor shall not be responsible for any and all obligations under the Agreements irrespective of any dispute or litigation surrounding or relating to this Assignment or any other agreements concerning the Assignment.
3. **Assumption of Liability.** Assignee hereby agrees to unconditionally assume any and all obligations under the Notes, whether implied or express, or which may arise directly or indirectly from the Notes or this Assignment and Assignee also agrees to be unconditionally responsible for all such obligations and liabilities, costs and expenses arising before or after the Assignment, irrespective of whether Assignee or any of its shareholders, officers, directors, assignees or affiliates may have a dispute, claim or cause of action against Assignor by virtue of the Assignment or any other agreements. Payments due under and any and all other obligations arising under the Notes shall be observed and Assignee expressly acknowledges that there are no facts or circumstances which would preclude Assignee, its shareholders, officers, directors, affiliates, successors or assigns from performing its obligations under the Notes.

4. **As-Is.** Assignor hereby expressly disclaims any and all representations and warranties with respect to the Assignment and Assignee shall be responsible for any warranties, representations, covenants and obligations or any defaults under the Notes which may have accrued prior to the date of the Assignment. Assignee, its affiliates, shareholders, officers and directors agree this Assignment is without recourse and should there be any breach or default or liability arising under the Notes that their sole recourse shall be against the party to said Notes and not Assignor.

5. **Assignee's Organization; Authority.** Assignee has all requisite power and authority necessary to enter into this Assignment and the Notes and to perform its obligations thereunder. The execution and delivery of this Assignment and Notes and the performance of its respective obligations under the Assignment and Notes have been duly authorized by all necessary action. The Assignment constitutes a legal, valid and binding obligation of Assignee and are enforceable in accordance with their terms.

6. **Assignee Financial Status.** Assignee has the financial capability of performing its obligations under this Assignment and Agreement and there are no agreements, written or otherwise, liens, encumbrances, adverse claims or liabilities of any nature whatsoever, whether accrued, absolute, contingent or otherwise, which would preclude or impair Assignee from executing and performing its obligations hereunder. No consent, approval, order or authorization of or registration or filing with any governmental authority or other person on the part of any company is required in connection with the execution or delivery of, or the performance of Assignee's obligations under this Assignment or the consummation of any transaction contemplated thereby.

7. **Obligations and Performance.** This Assignment is made for the purpose of Assignee unconditionally assuming (a) the payment of all obligations of Assignor under the Notes, including indebtedness therein and any and all renewals, extensions, substitutions or modifications thereof; and (b) the performance of and compliance with all of the terms, covenants and conditions set forth herein or in the Notes and any other documents or other agreements, now or thereafter executed by Assignee that recites that performance of the obligations thereunder.

8. **Assignor Remedies.** Assignor may exercise any right or remedy it may have by law or equity if Assignee fails to perform the terms of this Assignment and/or Notes. Assignor may exercise its rights under this Assignment independently of any other collateral or guaranty that Assignee may have granted or provided to Assignor in order to secure payment and performance of the Assignment. The remedies granted herein shall be cumulative and the exercise of any one remedy shall not preclude the exercise of any other pursuant to this Assignment shall not operate to release Assignee with respect to the Assignment.

9. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of parties and their successors and assigns.

10. **Attorney's Fees.** The prevailing party shall be entitled to reasonable attorneys' fees, charges and expenses and all other costs and expenses which may be incurred in the enforcement of this Agreement.

11. **Consent to Jurisdiction and Forum Selection.** The parties hereto agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State and Federal courts located in the County of Washoe, State of Nevada. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the

possibility of litigation between the parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph and stipulates that the State and Federal courts located in the County of Washoe, State of Nevada, shall have in personam jurisdiction and venue over each of them for the purpose of litigating any dispute, controversy or proceeding arising out of or related to this Agreement. Each party hereby authorizes and accepts service of process sufficient for personal jurisdiction in any action against it as contemplated by this paragraph by registered or certified mail, return receipt requested, postage prepaid, to its address for the giving of notices as set forth in this Agreement, or in the manner set forth in this Agreement for the giving of notice. Any final judgment rendered against a party in any action or proceeding shall be conclusive as to the subject of such final judgment and may be enforced in other jurisdictions in any manner provided by law.

12. **Severability.** If any term or provision of this Agreement is determined to be illegal, unenforceable or invalid in whole or in part for any reason, such illegal, unenforceable or invalid provisions or part thereof shall be stricken from this Agreement and such provision shall not affect the legality, enforceability or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this Section, then this stricken provision shall be replaced, to the extent possible, with a legal, enforceable and valid provision that is as similar in tenor to the stricken provision as is legally possible.

13. **Third Party Beneficiaries.** This Agreement has been made and is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement.

14. **Further Assurances.** Assignee acknowledges and agrees that additional permits, approvals or other documents may be required to be assigned by Assignor or its' successors and assigns hereunder and Assignee shall execute such consents, agreements and other instruments as shall be reasonably requested by Assignor for such purposes.

15. **Assignment.** The Agreements may not be assigned by Assignee without written consent by Assignor. The term "assignment" as used in this paragraph shall include a change of stock ownership of twenty-five percent (25%) or more in Assignee or a sale or transfer of twenty-five percent (25%) or more of its assets.

16. **Entire Agreement.** This Agreement contains the entire agreement of Assignee and Assignor regarding the subject matter hereof and may not be modified or any provision hereof waived except in a writing signed by Assignee and Assignor.

17. **Conflicting Provisions.** In the event there is a conflict between the terms and provisions of this Assignment, the Notes or any other agreements, including any agreements, the terms and conditions of this Assignment shall control.

18. **Waiver by Accepting Varied Performance.** No waiver of any provision or consent to any action shall constitute a waiver of any other provision or consent to any other action, whether or not similar. No waiver or consent shall constitute a continuing waiver or consent or commit a party to

provide a waiver in the future except to the extent specifically set forth in writing. Any waiver given by a party shall be null and void if the party requesting such waiver has not provided a full and complete disclosure of all material facts relevant to the waiver requested.

19. **Notices.** Any notice that may or must be given by either party under this Assignment will be delivered (i) personally, (ii) by certified mail, return receipt requested, or (iii) by a nationally recognized overnight courier, addressed to the party to whom it is intended. Any notice given to Assignor or Assignee shall be sent to the respective address set forth on the signature page below, or to such other address as that party may designate for service of notice by a notice given in accordance with the provisions of this Section. A notice sent pursuant to the terms of this Section shall be deemed delivered (A) when delivery is attempted, if delivered personally, (B) three (3) business days after deposit into the United States mail, or (C) the day following deposit with a nationally recognized overnight courier.

In witness whereof, the parties have executed this Assignment as of the date first above written.

Assignor: Jackrabbit Properties, LLC

By 

Name: Todd Jackson

Its Manager

Address: 18124 Wedge Parkway #530
Reno, Nevada 89511

Assignee:

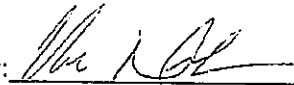
By 

Name: Samuel S. Jaksick, Jr.


Address: 4005 Quail Rock Lane
Reno, Nevada 89511

The undersigned hereby agrees to and consent the foregoing Assignment:


Premier Trust; Trustee for the Todd Bruce
Jaksick 1995 Life Insurance Trust

By: 
Name: MARK DRESCHLER
Its: PRESIDENT
Address: 2700 W. Sahara Suite 300
Las Vegas, Nevada 89102

Premier Trust; Trustee for the Stanley S.
Jaksick 1995 Life Insurance Trust

By: 
Name: MARK DRESCHLER
Its: PRESIDENT
Address: 2700 W. Sahara Suite 300
Las Vegas, Nevada 89102

Premier Trust; Trustee for the Wendy Ann
Jaksick Smrt 1995 Life Insurance Trust

By: 
Name: MARK DRESCHLER
Its: PRESIDENT
Address: 2700 W. Sahara Suite 300
Las Vegas, Nevada 89102

UNSECURED PROMISSORY NOTE

1. **Fundamental Provisions.** The following terms will be used as defined in this Note:

Date of this Note: June 22, 2007

Borrower: Jackrabbit Properties, LLC
4005 Quail Rock Lane
Reno, Nevada 89511

Lender : Wendy Ann Jaksick Smrt 1995 Life Insurance Trust
4005 Quail Rock Lane
Reno, Nevada 89511

Principal Amount: \$231,432.07

Interest Rate: 5% per annum.

Default Rate: 12%

Annual Payment Amount: \$11,571.60

Maturity Date: December 31, 2017

Prepayment Charge: Borrower may prepay this Note in whole or in part at any time without penalty or premium.

2. **Promise to Pay.** For good and valuable consideration, Borrower promises to pay to Lender the Annual Payment Amount representing interest only payments at the Interest Rate from the Date of this Note (above) on the outstanding Principal Amount or at the Default Rate as hereinafter provided, until paid, in accordance with the terms contained herein. Interest shall be computed on the basis of a 365-day year.

3. **Payment Schedule.** Borrower shall pay the first interest only installment in the sum of Six Thousand Twenty Three Dollars (\$6,023.00) on the thirty-first (31st) day of December, 2007. Thereafter, Borrower shall pay interest only annual installments equal to the Annual Payment Amount on the thirty-first (31st) day of December of each calendar year during the term of this Note and continuing thereafter until the Maturity Date, at which time the entire remaining balance of principal and accrued interest, if any, shall be due and payable.

4. **Place and Manner of Payment.** All payments shall be made to Lender at the address given above, or at such other place as the holder of this Note may from time to time designate. All payments shall be made in lawful money of the United States.

5. **Late Charges.** If Borrower fails to make any payment of principal or interest within ten (10) days after the date on which the same is due and payable, a late charge constituting damages shall be immediately due and payable. Borrower agrees that the late charge for any such payment described above that is not paid within ten (10) days after the date when due shall be an amount equal to five cents (\$.05) for each dollar (\$1.00) of each payment which becomes so delinquent, as liquidated damages to the Lender of this Note, which sum shall be immediately due and payable.

6. **Default Interest Rate.** Commencing on the occurrence of an Event of Default followed by the acceleration of this Note, and continuing thereafter until this Note has been paid in full, all amounts due and owing under this Note, excluding interest, shall bear interest at the Default Rate. The provisions of this Paragraph shall not limit the Lender's right to compel prompt performance hereunder.

7. **Prepayments.** The Principal Amount of this Note may be prepaid in whole or in part before due without penalty or premium.

8. **Event of Default.** An "Event of Default" shall occur hereunder if:

- (a) Borrower fails to pay when due, any sum payable under this Note which remains uncured after written notice of default for a period of ten (10) days; or
- (b) Borrower fails to perform any obligation or commits a breach of any agreement set forth in this Note which remains uncured after written notice of default for a period of thirty (30) days.

9. **Acceleration.** Upon the occurrence of an Event of Default, the entire sum of principal, interest, and all other charges due under this Note, shall become immediately due and payable after Lender's prior written notice to Borrower and failure to cure as described in Section 8.

10. **Attorneys' Fees.** If Lender refers this Note to an attorney to enforce or defend any provision hereof, or as a consequence of any Event of Default hereunder, with or without the filing of any legal action or proceeding, Borrower shall pay to Lender upon demand the amount of all reasonable attorneys' fees and costs incurred by Lender in connection therewith, together with interest thereon from the date of demand at the rate applicable to the principal balance of this Note.

11. **No Waiver.** No delay or omission of Lender in exercising any right or power arising in connection with any Event of Default shall be construed as a waiver or as an acquiescence therein, nor shall any single or partial exercise thereof preclude any further exercise thereof. Lender may, at its option, waive any of the conditions herein and no such waiver shall be deemed to be a waiver of Lender's rights hereunder, but rather shall be deemed to have been made in pursuance of this Note and not in modification thereof. No waiver of any Event of Default shall be construed to be a waiver of or acquiescence in or consent to any preceding or subsequent Event of Default.

12. **Waiver of Notices.** Borrower, all endorsers, all guarantors and all persons liable or to become liable on this Note waive presentment, protest, demand, notice of protest, dishonor or non-payment of this Note.

13. **Usury.** All agreements between Borrower and the Lender or holder of this Note are expressly limited, so that in no event or contingency whatsoever, whether by reason of the advancement of the proceeds of this Note, acceleration of maturity of the unpaid principal balance, or otherwise, shall the amount paid or agreed to be paid to the holder of this Note for the use forbearance or detention of the money to be advanced under this Note exceed the highest lawful rate permissible under applicable usury laws. If, under any circumstances whatsoever, fulfillment of any provision of this Note or any other agreement pertaining to it, after timely performance of such provision is due, shall involve transcending the limit of validity prescribed by law which a court of competent jurisdiction deems applicable, then, ipso facto, the obligations to be fulfilled shall be reduced to the limit of such validity, and if, under any circumstances whatsoever, the holder shall ever receive as interest an amount that exceeds the highest lawful rate, the amount that would be excessive interest shall be applied to the reduction of the unpaid principal balance under this Note and not to the payment of

interest, or, if such excessive interest exceeds the unpaid balance of principal under this Note, such excess shall be refunded to Borrower. This provision shall control every other provision of all agreements between Borrower and Lender.

14. Miscellaneous Provisions.

14.1. Notices. Any notices, demands or other communications required or permitted to be given by any provision of this Note shall be given in writing, delivered personally or sent by certified or registered mail, postage prepaid and return receipt requested, addressed as follows:

To Borrower: Jackrabbit Properties, LLC
 4005 Quail Rock Lane
 Reno, Nevada 89511

To Lender: Wendy Ann Jaksick Smrt 1995 Life Insurance Trust
 Mark Dreschler, Trustee
 Premier Trust
 2700 W. Sahara Suite 300
 Las Vegas, Nevada 89102

or to such other addresses as any party may hereafter or from time to time designate by written notice to the other parties given in accordance herewith. Notice shall be considered given when personally delivered or mailed, or shall be considered received on the earlier of the day on which such notice is actually received by the party to whom it is addressed or the fifth (5th) day after such notice is given.

14.2. Governing Law. As an additional consideration for the extension of credit, Borrower and each endorser, surety, guarantor and any other person who may become liable for all or any part of this obligation understand and agree that the loan evidenced by this Note is made in the State of Nevada and the provisions hereof will be construed in accordance with the laws of the State of Nevada; and such parties further agree that in the event of default, this Note may be enforced in any court of competent jurisdiction in the State of Nevada and they do hereby submit to the jurisdiction of such court, regardless of their residence or where this Note or any endorsement hereof may be executed.

14.3. Assignability; Binding Effect. The term "Borrower" as used herein shall include the original Borrower of this Note and any party who may subsequently become liable for the payment hereof as an assignee with the consent of Lender, provided that Lender may, at its option, consider the original Borrower of this Note alone as Borrower unless Lender has consented in writing to the substitution of another party as Borrower. Lender shall not assign its interest in this Note to any other party without the prior written consent of Borrower (such consent not to be unreasonably withheld).

14.4. Severability. Invalidity of any of the provisions of this Note or of any paragraph, sentence, clause, phrase or word herein, or the application thereof in any given circumstance, shall not affect the validity of the remainder of this Note.

14.5. Time of the Essence. Time is of the essence for the performance of each and every obligation of Borrower hereunder.

IN WITNESS WHEREOF, Borrower has executed this Note on the date of this Note.

Borrower: Jackrabbit Properties, LLC

By: Todd Jak
Name: Todd Jakrick
Its: Managing Member

EXHIBIT 18

EXHIBIT 18

EXHIBIT 18

PROMISSORY NOTE

\$59,983.29

Reno, Nevada

For valuable consideration, Wendy Ann Jaksick Smrt ("Payor") hereby promises to pay to the order of Todd B. Jaksick and Stanley S. Jaksick, as Co-Trustees under The Samuel S. Jaksick, Jr. Family Trust Agreement (As Restated) ("Payee"), at such place as the Payee shall designate in writing, the principal sum of \$59,983.29, together with interest at the rate of 0.40% per annum (the "Interest Rate") on the declining principal balance from the date hereof.

Principal and interest are payable as follows:

1. The initial interest only payment is due and payable twelve (12) months from the date hereof. Thereafter, regular annual payments of interest only accruing on the entire unpaid principal balance at the Interest Rate are due and payable on the same day of each succeeding calendar year thereafter until the entire balance of principal and interest has been paid in full.

2. The entire unpaid principal balance and accrued interest shall be due and payable on or before the third (3rd) anniversary from the date hereof, or upon an allocation and distribution from The Samuel S. Jaksick Jr. Family Trust to the Wendy Ann Jaksick Smrt Trust to be established pursuant to The Samuel S. Jaksick, Jr. Family Trust Agreement (As Restated), as amended, whichever shall first occur (the "Maturity Date").

3. Each payment under this Promissory Note shall be credited first to accrued interest then due, with the remainder, if any, credited against principal, and interest shall no longer accrue upon the principal so credited.

4. Payor may prepay this Promissory Note in whole or in part without premium or penalty. Prepayments will not, unless otherwise agreed upon by Payee in writing, relieve Payor of Payor's obligation to continue to make the annual payments of accrued interest. Rather, prepayments will reduce the principal balance due on the Maturity Date.

This Promissory Note is unsecured.

The Payor promises and agrees that if a default occurs in the payment of any sum required hereunder, or if the Payor becomes insolvent, makes a general assignment for the benefit of creditors, or is adjudged bankrupt, then the unpaid principal balance and accrued interest shall, at the option of the holder of this Promissory Note, become immediately due and payable although the time of maturity as expressed in this Promissory Note may not have then arrived.

If a default occurs under the terms of this Promissory Note, the Payor agrees to pay all costs, including reasonable attorneys' fees, incurred in the collection of any unpaid amounts.

The Payor, endorser, and guarantor waives presentment for payment, demand, notice, protest, notice of protest, diligence, and non-payment of this Promissory Note, and all defenses on the ground of any extension of time for payment that may be given by the holder to them.

This Promissory Note shall be governed by and construed in accordance with the laws of the State of Nevada and the laws of the United States applicable to transactions in the State of Nevada. The Payor consents to personal jurisdiction of the appropriate state or federal court located in Reno, Nevada.

In the event that any of the terms hereof shall be held to be invalid or unenforceable by any court of competent jurisdiction, such fact shall not affect the validity or enforceability of the remaining terms hereof.

Dated: 11/25/, 2014.


Wendy Ann Jaksick Smrt

4005 Quail Rock Lane
Reno, Nevada 89511

PROMISSORY NOTE

\$26,539.00

Reno, Nevada

For valuable consideration, Wendy Ann Jaksick Smrt ("Payor") hereby promises to pay to the order of the Jaksick Family LLC, a Nevada limited liability company ("Payee"), at such place as the Payee shall designate in writing, the principal sum of \$26,539.00, together with interest at the rate of 0.40% per annum (the "Interest Rate") on the declining principal balance from the date hereof.

Principal and interest are payable as follows:

1. The initial interest only payment is due and payable twelve (12) months from the date hereof. Thereafter, regular annual payments of interest only accruing on the entire unpaid principal balance at the Interest Rate are due and payable on the same day of each succeeding calendar year thereafter until the entire balance of principal and interest has been paid in full.

2. The entire unpaid principal balance and accrued interest shall be due and payable on the third (3rd) anniversary from the date hereof (the "Maturity Date").

3. Each payment under this Promissory Note shall be credited first to accrued interest then due, with the remainder, if any, credited against principal, and interest shall no longer accrue upon the principal so credited.

4. Payor may prepay this Promissory Note in whole or in part without premium or penalty. Prepayments will not, unless otherwise agreed upon by Payee in writing, relieve Payor of Payor's obligation to continue to make the annual payments of accrued interest. Rather, prepayments will reduce the principal balance due on the Maturity Date.

This Promissory Note is secured by a Security Agreement of this same date.

The Payor promises and agrees that if a default occurs in the payment of any sum required hereunder, Payor defaults under any term under the Security Agreement, or if the Payor becomes insolvent, makes a general assignment for the benefit of creditors, or is adjudged bankrupt, then the unpaid principal balance and accrued interest shall, at the option of the holder of this Promissory Note, become immediately due and payable although the time of maturity as expressed in this Promissory Note may not have then arrived.

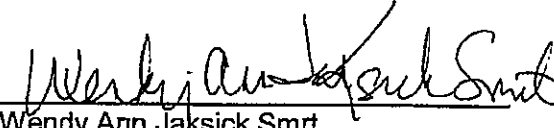
If a default occurs under the terms of this Promissory Note, the Payor agrees to pay all costs, including reasonable attorneys' fees, incurred in the collection of any unpaid amounts.

The Payor, endorser, and guarantor waive presentment for payment, demand, notice, protest, notice of protest, diligence, and non-payment of this Promissory Note, and all defenses on the ground of any extension of time for payment that may be given by the holder to them.

This Promissory Note shall be governed by and construed in accordance with the laws of the State of Nevada and the laws of the United States applicable to transactions in the State of Nevada. The Payor consents to personal jurisdiction of the appropriate state or federal court located in Reno, Nevada.

In the event that any of the terms hereof shall be held to be invalid or unenforceable by any court of competent jurisdiction, such fact shall not affect the validity or enforceability of the remaining terms hereof.

Dated: 11/25, 2014.


Wendy Ann Jaksick Smrt

4005 Quail Rock Lane
Reno, Nevada 89511

SECURITY AGREEMENT

This Security Agreement is executed by Wendy Ann Jaksick Smrt, as "Debtor," and Todd B. Jaksick and Stanley S. Jaksick, as Co-Trustees under The Samuel S. Jaksick, Jr. Family Trust Agreement (As Restated), as "Secured Party."

I. CREATION OF SECURITY INTEREST

Debtor hereby grants to Secured Party a security interest in the collateral described in this Security Agreement pursuant to the Uniform Commercial Code - Secured Transactions.

II. OBLIGATIONS SECURED

The security interest is granted to Secured Party to secure the following obligations:

A. Payment of the indebtedness evidenced by a Promissory Note executed by Debtor, payable to the order of Secured Party, in the principal amount of \$26,539.00, bearing interest on the declining principal balance at the rate of 0.40% per annum.

B. The expenses and costs incurred or paid by Secured Party in the maintenance and preservation of the collateral and the enforcement of the rights of Secured Party and the duties of Debtor as stated in this Security Agreement, including, without limitation, attorneys' fees, court costs, foreclosure expenses, and witness fees.

III. DESCRIPTION OF COLLATERAL

The collateral of this Security Agreement consists of the Debtor's interest in that certain Unsecured Promissory Note dated June 26, 2007, by and between Jackrabbit Properties LLC, as "Borrower," and the Wendy Ann Jaksick Smrt 1995 Life Insurance Trust, as "Lender," as assigned by the Borrower thereto, and as amended by that certain Amendment To Unsecured Promissory Note (Samuel S. Jaksick, Jr.) dated August 3, 2011, together with the proceeds, accessions, substitutions, and replacements thereof.

IV. CLASSIFICATION OF COLLATERAL

Debtor acknowledges that, at the time the security interest attaches, the collateral consists of an "Instrument" as that term is defined in Section 104.91201(1)(tt) of the Nevada Revised Statutes.

V.
PERFECTION OF SECURITY INTEREST

In order to perfect the security interest provided Secured Party in the collateral referred to in paragraph III. above, Debtor shall deliver possession of the original instrument, along with all amendments and assignments, to Secured Party, who shall retain possession of the instruments until all obligations secured by this Security Agreement are satisfied in full.

VI.
RIGHTS TO COLLATERAL

All the incidents of ownership of the collateral pledged by Debtor shall, so long as there exists no default under the terms of this Security Agreement, remain with and be exercisable by Debtor. On any default under the terms of this Security Agreement, including default on the obligations secured by this Security Agreement, Secured Party shall obtain all rights incident to the collateral and shall be entitled to receive any payments paid on the collateral and apply the same toward the obligations secured by this Security Agreement pending and in addition to the exercise by the Secured Party of any remedies provided to Secured Party under the terms of this Security Agreement or the obligations secured by this Security Agreement.

VII.
TAXES, ASSESSMENTS, AND LIENS

Debtor agrees to pay, prior to any delinquency, all taxes, charges, encumbrances, liens, and assessments against the collateral, and, upon failure of Debtor to do so, Secured Party may, at Secured Party's option, pay any of the same and shall be the sole judge of the legality or validity thereof, and the amount necessary to discharge the same. Debtor shall reimburse Secured Party on demand for any amounts paid by Secured Party pursuant to this article VII, together with interest thereon at the rate of 10% per annum from the date of payment until the date of reimbursement.

VIII.
DEFINITION OF DEFAULT

The occurrence of any of the following shall constitute a default by the Debtor under this Security Agreement:

A. The failure by Debtor to pay or perform any obligations secured by the terms of this Security Agreement or by the terms of any security agreement granting a security interest in the collateral to which the security interest granted by this Security Agreement is subject and subordinate.

B. The filing of a petition by or against Debtor under any State or Federal law relating to the relief of debtors, any assignment by Debtor for the benefit of creditors, or the insolvency or cessation of business by Debtor.

C. The sale, transfer, alienation, encumbrance, or other disposition of the collateral, or of any part thereof or of any interest therein, whether voluntarily or involuntarily, without the prior written consent of Secured Party.

IX.
ACCELERATION

Upon the occurrence of a default, Secured Party may, at Secured Party's option, declare immediately due and payable all obligations of Debtor to Secured Party under the Promissory Note secured by this Security Agreement, and the same shall, upon notice to or demand on Debtor, become immediately due and payable.

X.
SECURED PARTY'S RIGHTS AND REMEDIES

A. Secured Party may assign this Security Agreement, and on such an assignment, the assignee shall be entitled, on notifying Debtor, to all the rights and remedies of Secured Party contained in this Security Agreement.

B. On default by Debtor, Secured Party may exercise the rights of enforcement contained in the Uniform Commercial Code in effect in the State of Nevada on the date of the default.

XI.
RIGHTS AND REMEDIES OF DEBTOR

Debtor shall have all the rights and remedies before or after default provided in Article Nine of the Uniform Commercial Code as in effect in the State of Nevada from time to time.

XII.
WAIVER OF NOTICE

Debtor acknowledges that if a default occurs under the terms of this Security Agreement, Debtor may have the right to a hearing before a court of competent jurisdiction, and notice of such hearing, before any rights of Secured Party may be exercised. Debtor hereby waives any and all rights that Debtor may have to such notice and hearing.

XIII.
EXECUTION OF DOCUMENTS

Debtor will sign and execute alone or with Secured Party at the time of the execution of this Security Agreement, or at any other time until the Security Agreement has terminated, any financing statement or other document and pay all connected costs necessary to protect the security interest under this Security Agreement against the rights or interests of third persons.

XIV.
MISCELLANEOUS

A. Notices. All notices required or permitted to be given by law or by the terms of this Security Agreement must be in writing and shall be considered given (1) upon personal service of a copy on the party to be served, (2) 48 hours after mailing such notice by certified or registered mail, postage prepaid, receipt for delivery requested, addressed to the party to be served and properly deposited in the United States mail, (3) 24 hours after facsimile transmission of a copy of the notice to the party to be served, transmitted to the facsimile number furnished by the party, provided that a copy of the notice is also mailed to the party by regular mail the same day, or (4) 24 hours after delivery of the notice to a nationally recognized overnight delivery service, with delivery charges prepaid, properly packaged, addressed to the party to be served, with proof of delivery to be furnished. Notices must be given to the parties at the addresses listed beneath their signatures. Any change in the name or address of the person to be notified on behalf of any party shall be given by the party having such change to the other parties in the manner provided above. Thereafter, all notices shall be given in accordance with the notice of change of name or address. Notices given before actual receipt of the notice of change of name or address shall not be invalidated by the change.

B. Time of the Essence. Time is of the essence of this Security Agreement.

C. Waivers. The waiver by any party to this Security Agreement of the performance of any covenant, condition, or promise shall not invalidate this Security Agreement nor shall such waiver be considered to be a waiver of any other covenant, condition or promise. The waiver by any of the parties of the time for performing any act shall not constitute a waiver of the time for performing any other act or of an identical act required to be performed at a later time. The exercise of any remedy provided in this Security Agreement shall not constitute a waiver of any other remedy provided by law.

D. Choice of Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Nevada in effect from time to time.

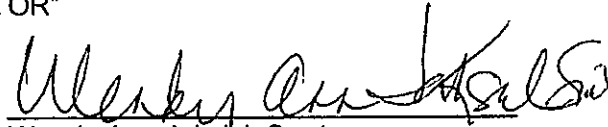
E. Gender and Number. As used in this Security Agreement, the masculine, feminine, or neuter gender, and the singular or plural number, shall each be considered to include the others whenever the context so indicates.

F. Binding Effect. This Security Agreement shall be binding upon and shall inure to the benefit and detriment of the parties hereto and their respective personal representatives, heirs, successors, and assigns.

G. Captions. The captions in this Security Agreement shall have no effect on its interpretation.

Dated: 11/25, 2014.

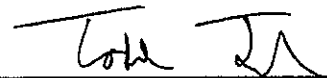
"DEBTOR"

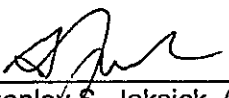

Wendy Ann Jaksick Smrt

4005 Quail Rock Lane
Reno, Nevada 89511

"SECURED PARTY"

THE SAMUEL S. JAKSICK, JR. FAMILY TRUST

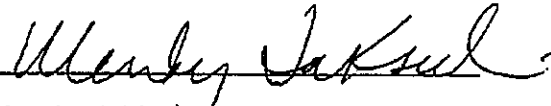
By 
Todd B. Jaksick, Co-Trustee

By 
Stanley S. Jaksick, Co-Trustee

500 Damonte Ranch Parkway, Suite 980
Reno, Nevada 89521

Date: December 11, 2014

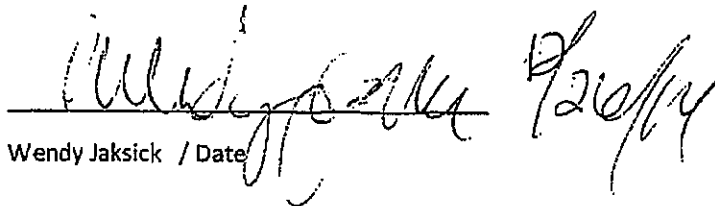
I, Wendy Jaksick, received the sum amount of thirty-nine hundred dollars (\$3,900.00) from the Jaksick Family LLC. I agree that this advance is in addition and subject to the Terms and Conditions of the existing loan agreement dated November 25, 2014 between me and the Jaksick Family LLC (\$26,539.00).



Wendy Jaksick / Date

Date: December 26, 2014

I, Wendy Jaksick, received the sum amount of thirty-nine hundred dollars (\$2,650.00) from the Jaksick Family LLC. I agree that this advance is in addition and subject to the Terms and Conditions of the existing loan agreement dated November 25, 2014 between me and the Jaksick Family LLC (\$26,539.00).


Wendy Jaksick / Date

Date: January 8, 2014⁵

I, Wendy Jaksick, received the sum amount of twenty-six hundred fifty dollars (\$2,650.00) from the Jaksick Family LLC. I agree that this advance is in addition and subject to the Terms and Conditions of the existing loan agreement dated November 25, 2014 between me and the Jaksick Family LLC (\$26,539.00).

Wendy Jaksick 1/9/15
Wendy Jaksick / Date

JAKSICK FAMILY LLC

9017

011515

1/7/15

2,650.00

2,650.00

1/7/15

9017

WENDY JAKSICK

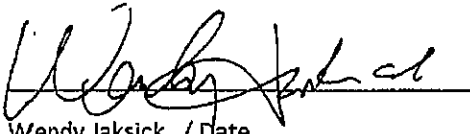
\$2,650.00

LMP00 MP CHECK



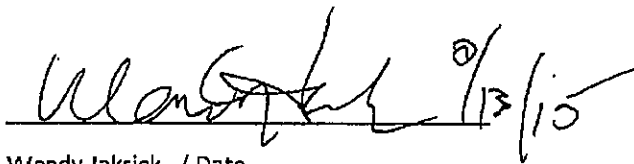
Date: January 20, 2015

I, Wendy Jaksick, received the sum amount of twenty-six hundred fifty dollars (\$2,650.00) from the Jaksick Family LLC. \$2,620 was written in a check to me and \$30 was written in a check to Stan in error; which Stan paid me back for. I agree that this advance is in addition and subject to the Terms and Conditions of the existing loan agreement dated November 25, 2014 between me and the Jaksick Family LLC (\$26,539.00).


Wendy Jaksick / Date 1/13/15

Date: February 12, 2015

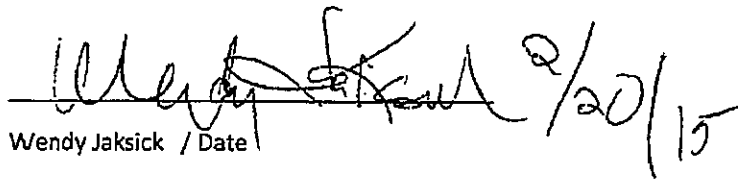
I, Wendy Jaksick, received the sum amount of sixteen hundred fifty dollars (\$1,650.00) from the Jaksick Family LLC. \$1,000 was received at an earlier date directly from Lakeridge Golf Course. I agree that this advance is in addition and subject to the Terms and Conditions of the existing loan agreement dated November 25, 2014 between me and the Jaksick Family LLC (\$26,539.00).

A handwritten signature, likely of Wendy Jaksick, is written over a horizontal line. To the right of the signature, the date "2/13/15" is handwritten.

Wendy Jaksick / Date

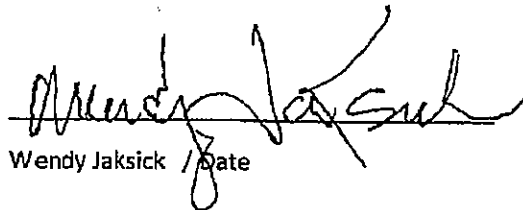
Date: February 20, 2015

I, Wendy Jaksick, received the sum amount of twenty six hundred fifty dollars (\$2,650.00) from the Jaksick Family LLC. I agree that this advance is in addition and subject to the Terms and Conditions of the existing loan agreement dated November 25, 2014 between me and the Jaksick Family LLC (\$26,539.00).

 2/20/15
Wendy Jaksick / Date

Date: March 4, 2015

I, Wendy Jaksick, received the sum amount of seventeen hundred seventy five dollars (\$1,775.00) from the Jaksick Family LLC. I agree that this advance is in addition and subject to the Terms and Conditions of the existing loan agreement dated November 25, 2014 between me and the Jaksick Family LLC (\$26,539.00).

 3/4/15
Wendy Jaksick / Date

JAKSICK FAMILY LLC

OFFICE COPY

9022

reimb.030415

3/4/15

1,775.00

1,775.00

3/4/15

9022

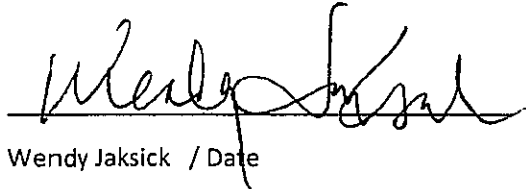
WENDY JAKSICK

\$1,775.00

LMP08 M/P CHECK

Date: March 10, 2015

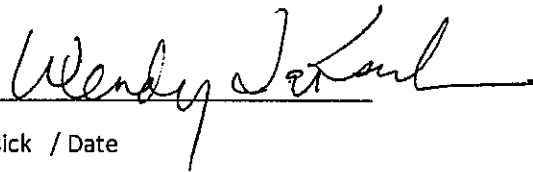
I, Wendy Jaksick, received the sum amount of twenty six hundred fifty dollars (\$2,650.00) from the Jaksick Family LLC. I agree that this advance is in addition and subject to the Terms and Conditions of the existing loan agreement dated November 25, 2014 between me and the Jaksick Family LLC (\$26,539.00).

 2/10/15

Wendy Jaksick / Date

Date: March 23, 2015

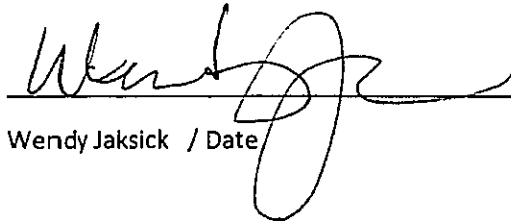
I, Wendy Jaksick, received the sum amount of twenty six hundred fifty dollars (\$2,650.00) from the Jaksick Family LLC. I agree that this advance is in addition and subject to the Terms and Conditions of the existing loan agreement dated November 25, 2014 between me and the Jaksick Family LLC (\$26,539.00).



Wendy Jaksick / Date

Date: April 15, 2015

I, Wendy Jaksick, received the sum amount of twenty six hundred fifty dollars (\$2,650.00) from the Jaksick Family LLC. I agree that this advance is in addition and subject to the Terms and Conditions of the existing loan agreement dated November 25, 2014 between me and the Jaksick Family LLC (\$26,539.00).

A handwritten signature in black ink, appearing to read 'Wendy Jaksick', is written over a horizontal line. The signature is stylized with a large, looping flourish at the end.

Wendy Jaksick / Date

Date: May 13, 2015

I, Wendy Jaksick, received the following checks from the Jaksick Family LLC dated today:

Check #9031 - \$2,650.00 (payable to Wendy Jaksick)

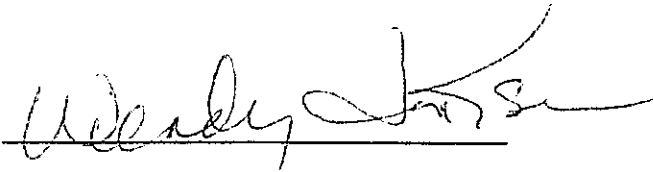
Check #9032 - \$800.00 (payable to Wendy Jaksick)

Check #9033 - \$970.00 (payable to Department of Motor Vehicles)

to office since I paid in cash + need reimbursement receipt attached

In addition, Jaksick Family LLC issued a Cashier's Check for \$6,500 as security deposit as well as Check #9034 for \$13,946 paying 4 months rent and move in fee for 782 London Eye, Las Vegas on my behalf

I agree that these advances totaling \$24,866.00 are in addition and subject to the Terms and Conditions of the existing loan agreement dated November 25, 2014 between me and the Jaksick Family LLC (\$26,539.00).



Wendy Jaksick / Date

JAKSICK FAMILY LLC

9032

JAKSICK FAMILY LLC

9031

JAKSICK FAMILY LLC

9033

JAKSICK FAMILY LLC

9034

RENT JUN 15	5/13/15	3,000.00	3,000.00
RENT JUL 15	5/13/15	3,000.00	3,000.00
RENT AUG 15	5/13/15	3,000.00	3,000.00
RENT SEPT 15	5/13/15	3,000.00	3,000.00
ADMIN MOVE	5/13/15	200.00	200.00
RENT	5/13/15	1,746.00	1,746.00

5/13/15

9034

REAL PROPERTY MANAGEMENT LAS VEGAS

\$13,946.00

LMP88 M/P CHECK

EXHIBIT 19

EXHIBIT 19

EXHIBIT 19

Note receivable Wendy Jaksick

DATE	YEAR	CHECK# / INVOICE #	PAYEE	DESCRIPTION/PURPOSE OF CHARGE TO WENDY	AMOUNT	AMOUNT PAID FROM SJ FAN TR	AMOUNT PAID FROM JAKSICK FAMI LLC
7/17/2013	2013		Wendy Jaksick	Advance	1,000.00	1,000.00	
7/24/2013	2013		Wendy Jaksick	Advance	1,015.00	1,015.00	
8/2/2013	2013		Wendy Jaksick	Advance	1,600.00	1,600.00	
8/2/2013	2013		Wendy Jaksick	Advance	1,087.00	1,087.00	
8/8/2013	2013		Wendy Jaksick	Advance	180.00	180.00	
8/14/2013	2013		Wendy Jaksick	Advance	2,000.00	2,000.00	
8/14/2013	2013		Wendy Jaksick	Advance	1,500.00	1,500.00	
8/21/2013	2013		Wendy Jaksick	Advance	1,400.00	1,400.00	
9/3/2013	2013		Wendy Jaksick	Advance	1,600.00	1,600.00	
9/3/2013	2013		Wendy Jaksick	Advance	1,994.00	1,994.00	
9/16/2013	2013		Wendy Jaksick	Advance	1,630.00	1,630.00	
10/1/2013	2013		Wendy Jaksick	Advance	1,600.00	1,600.00	
10/1/2013	2013		Wendy Jaksick	Advance	2,579.00	2,579.00	
10/15/2013	2013		Wendy Jaksick	Advance	2,000.00	2,000.00	
11/1/2013	2013		Wendy Jaksick	Advance	2,075.00	2,075.00	
11/8/2013	2013		Wendy Jaksick	Advance	500.00	500.00	
11/15/2013	2013		Wendy Jaksick	Advance	2,000.00	2,000.00	
12/2/2013	2013		Wendy Jaksick	Advance	2,000.00	2,000.00	
12/13/2013	2013		Wendy Jaksick	Advance	1,473.00	1,473.00	
12/31/2013	2013		Wendy Jaksick	Advance	2,000.00	2,000.00	
2013 Total					31,263.00	31,263.00	
1/15/2014	2014		Wendy Jaksick	Advance	1,168.00	1,168.00	
2/4/2014	2014		Wendy Jaksick	Advance	2,074.00	2,074.00	
2/27/2014	2014		Wendy Jaksick	Advance	2,096.00	2,096.00	
3/1/2014	2014		Samuel S Jaksick Jr Family Trust	Wendy Jaksick - March 2014 rental income	1,200.00	1,200.00	
3/19/2014	2014		Wendy Jaksick	Advance	1,450.00	1,450.00	
3/31/2014	2014		Wendy Jaksick	Advance	1,750.00	1,750.00	
3/31/2014	2014		Wendy Jaksick	Advance	250.00	250.00	
4/1/2014	2014		Samuel S Jaksick Jr Family Trust	Wendy Jaksick - April 2014 rental income	1,454.32	1,454.32	
5/1/2014	2014		Samuel S Jaksick Jr Family Trust	Wendy Jaksick - May 2014 rental income	1,577.65	1,577.65	
5/1/2014	2014		Wendy Jaksick	Advance	1,500.00	1,500.00	
5/15/2014	2014		Wendy Jaksick	Advance	1,500.00	1,500.00	
5/30/14	2014	8001	STAN JAKSICK	STAN JAKSICK - cash to wendy	600.00		600.00
5/30/14	2014	8002	Wendy Jaksick	Advance	1,500.00		1,500.00
6/1/2014	2014		Samuel S Jaksick Jr Family Trust	Wendy Jaksick - June 2014 rental income	1,987.74	1,987.74	
6/13/14	2014		Wendy Jaksick	Advance	1,500.00		1,500.00
6/25/14	2014		BANK OF AMERICA CC REIMBURSE	WENDY TRIP TO TEXAS WITH LUKE VIA BOFA CC	1,414.00		1,414.00
7/1/2014	2014		Samuel S Jaksick Jr Family Trust	Wendy Jaksick - July 2014 rental income	2,357.06	2,357.06	
7/1/14	2014	8006	Wendy Jaksick	Advance	1,500.00		1,500.00
7/15/14	2014	071514	Wendy Jaksick	Advance	1,500.00		1,500.00
7/18/14	2014	071814	Wendy Jaksick	Advance	2,000.00		2,000.00
7/23/14	2014	080114	Wendy Jaksick	Advance	1,500.00		1,500.00
8/1/2014	2014		Samuel S Jaksick Jr Family Trust	Wendy Jaksick - August 2014 rental income	2,135.47	2,135.47	
8/14/14	2014	081514	Wendy Jaksick	Advance	1,500.00		1,500.00
9/1/2014	2014		Samuel S Jaksick Jr Family Trust	Wendy Jaksick - September 2014 rental income	2,150.00	2,150.00	
9/2/14	2014	090114	Wendy Jaksick	Advance	1,500.00		1,500.00
9/23/14	2014	091514	Wendy Jaksick	Advance	1,500.00		1,500.00
9/30/14	2014	093014	Wendy Jaksick	Advance	1,500.00		1,500.00
10/1/2014	2014		Samuel S Jaksick Jr Family Trust	Wendy Jaksick - October 2014 rental income	1,847.05	1,847.05	
10/3/14	2014	100314	Wendy Jaksick	Advance	1,075.00		1,075.00
10/16/14	2014	9909	Wendy Jaksick	Advance	2,650.00		2,650.00
11/1/2014	2014		Samuel S Jaksick Jr Family Trust	Wendy Jaksick - November 2014 rental income	1,500.00	1,500.00	
11/1/14	2014	110114	Wendy Jaksick	Advance	2,650.00		2,650.00

Note receivable Wendy Jaksick

DATE	YEAR	CHECK# / INVOICE #	PAYEE	DESCRIPTION/PURPOSE OF CHARGE TO WENDY	AMOUNT	AMOUNT PAID FROM SJ FAN TR	AMOUNT PAID FROM JAKSICK FAN LLC
11/13/14	2014	NOTEPAYT 111514	Wendy Jaksick	Advance	2,650.00		2,650.00
11/24/14	2014	113014-MINUSSTAN	WENDY JAKSICK	ADVANCE MINUS WHAT STAN PAID \$415 PERSONALLY	2,650.00		2,650.00
12/11/14	2014	121514	Wendy Jaksick	Advance	2,650.00		2,650.00
12/11/14	2014	121514-xmas	Wendy Jaksick	Advance	1,250.00		1,250.00
12/23/14	2014	122614	Wendy Jaksick	Advance	2,650.00		2,650.00
2014 Total					63,734.29	27,997.29	35,739.00
1/7/15	2015	011515	Wendy Jaksick	Advance	2,650.00		2,650.00
1/20/15	2015	wendy ticket	STAN JAKSICK	STAN JAKSICK - stan paid for wendy's ticket	30.00		30.00
1/20/15	2015	ckfor013115	Wendy Jaksick	Advance	2,620.00		2,620.00
2/12/15	2015	021515	Wendy Jaksick	Advance	1,650.00		1,650.00
2/20/15	2015	022815	Wendy Jaksick	Advance	2,650.00		2,650.00
3/4/15	2015	reimb.030415	Wendy Jaksick	Advance	1,775.00		1,775.00
3/10/15	2015	031515	Wendy Jaksick	Advance	2,650.00		2,650.00
3/17/15	2015	031715	Wendy Jaksick	Advance	300.00		300.00
3/23/15	2015	033115	Wendy Jaksick	Advance	2,650.00		2,650.00
4/3/15	2015	9026	Wendy Jaksick	Advance	1,800.00		1,800.00
4/15/15	2015	041515	Wendy Jaksick	Advance	2,650.00		2,650.00
4/23/15	2015	2189499-1149-7	WASTE MGMT OF NEVADA	QUAIL ROCK - WENDY UTILITIES	48.08		48.08
4/23/15	2015	043015	Wendy Jaksick	Advance	2,650.00		2,650.00
5/6/15	2015	WENDY - LV HOME	REAL PROPERTY MANAGEMENT LAS V	WENDY LV HOME DEPOSIT - CASHIERS CHECK REAL PROPERTY M	6,500.00		6,500.00
5/7/15	2015	2223681-1149-8	WASTE MGMT OF NEVADA	QUAIL ROCK - WENDY UTILITIES	72.13		72.13
5/13/15	2015	RENT JUN 15	REAL PROPERTY MANAGEMENT LAS V	AUTO PAY VIA INTERNET FOR WENDY'S RENT	3,000.00		3,000.00
5/13/15	2015	RENT JUL 15	REAL PROPERTY MANAGEMENT LAS V	AUTO PAY VIA INTERNET FOR WENDY'S RENT	3,000.00		3,000.00
5/13/15	2015	RENT AUG 15	REAL PROPERTY MANAGEMENT LAS V	AUTO PAY VIA INTERNET FOR WENDY'S RENT	3,000.00		3,000.00
5/13/15	2015	RENT SEPT 15	REAL PROPERTY MANAGEMENT LAS V	AUTO PAY VIA INTERNET FOR WENDY'S RENT	3,000.00		3,000.00
5/13/15	2015	ADMIN MOVE IN FEE	REAL PROPERTY MANAGEMENT LAS V	AUTO PAY VIA INTERNET FOR WENDY'S RENT	200.00		200.00
5/13/15	2015	RENT 051415-053115	REAL PROPERTY MANAGEMENT LAS V	AUTO PAY VIA INTERNET FOR WENDY'S RENT	1,746.00		1,746.00
5/13/15	2015	051515	Wendy Jaksick	Advance	2,650.00		2,650.00
5/13/15	2015	DEPOSITS	Wendy Jaksick	Advance	800.00		800.00
5/18/15	2015	9035	LUKE JAKSICK	DEPOSIT INTO LUKES PERSONAL BANK ACCOUNT FOR GORMAN	1,443.50		1,443.50
5/20/15	2015	052015	Wendy Jaksick	Advance	1,150.00		1,150.00
5/27/15	2015	053115	Wendy Jaksick	Advance	2,650.00		2,650.00
6/1/15	2015	2224992-1149-8	WASTE MGMT OF NEVADA	QUAIL ROCK - WENDY UTILITIES	94.71		94.71
6/3/15	2015	REINDFUNDSTOWENDY	STAN JAKSICK	STAN JAKSICK - stan cash to wendy	270.00		270.00
6/3/15	2015	extrastuff	Wendy Jaksick	Advance - additional for extra	1,500.00		1,500.00
6/10/15	2015	061515	Wendy Jaksick	Advance	2,650.00		2,650.00
6/22/15	2015	5-062-12629	FEDEX	FEDEX DOCUMENTS TO WENDY	31.31		31.31
6/22/15	2015	063015	Wendy Jaksick	Advance	2,650.00		2,650.00
7/7/15	2015	JULY GORMAN	LUKE JAKSICK	DEPOSIT INTO LUKES PERSONAL BANK ACCOUNT FOR GORMAN	1,500.00		1,500.00
7/12/15	2015	071815	TFC TUITION FINANCING	WENDY'S PARAMEDIC TRAINING - TFC TUITION FINANCING	841.66		841.66
7/13/15	2015	AUG FEES	LUKE JAKSICK	DEPOSIT INTO LUKES PERSONAL BANK ACCOUNT FOR GORMAN	1,000.00		1,000.00
7/13/15	2015	QUAIL DUMPSTER	WASTE MGMT OF NEVADA	QUAIL ROCK - WENDY UTILITIES	186.69		186.69
7/13/15	2015	071515	Wendy Jaksick	Advance	2,150.00		2,150.00
7/13/15	2015	073115	Wendy Jaksick	Advance	2,150.00		2,150.00
8/12/15	2015	081115	TFC TUITION FINANCING	WENDY'S PARAMEDIC TRAINING - TFC TUITION FINANCING	831.66		831.66
8/13/15	2015	081515	Wendy Jaksick	Advance	2,340.00		2,340.00
8/31/15	2015	GORMAN 09.2015	LUKE JAKSICK	DEPOSIT INTO LUKES PERSONAL BANK ACCOUNT FOR GORMAN	1,270.00		1,270.00
8/31/15	2015	083115	Wendy Jaksick	Advance	2,340.00		2,340.00
9/14/15	2015	091515	Wendy Jaksick	Advance	2,340.00		2,340.00
9/15/15	2015	GORMAN 10 2015	LUKE JAKSICK	DEPOSIT INTO LUKES PERSONAL BANK ACCOUNT FOR GORMAN	1,270.00		1,270.00
9/22/15	2015	9063	LONGLEY CORNERS STORAGE	LONGLEY CORNERS - Receivable from Wendy	1,225.00		1,225.00
9/23/15	2015	092315 advance	Wendy Jaksick	Advance	400.00		400.00
9/28/15	2015	093015	Wendy Jaksick	Advance	1,940.00		1,940.00

Note receivable Wendy Jaksick

DATE	YEAR	CHECK# / INVOICE #	PAYEE	DESCRIPTION/PURPOSE OF CHARGE TO WENDY	AMOUNT	AMOUNT PAID FROM SJ FAN TR	AMOUNT PAID FROM JAKSICK FAN LLC
10/13/15	2015	101515	Wendy Jaksick	Advance	2,340.00		2,340.00
10/14/15	2015	WJ STORAGE	STAN JAKSICK	STAN JAKSICK - stan paid for wendy's inc/storage	122.10		122.10
10/16/15	2015	2015 WJ STORAGE	REAL PROPERTY MANAGEMENT LAS V	WENDY RENT - LAS VEGAS W/LATE FEES	3,330.00		3,330.00
10/20/15	2015	103115	Wendy Jaksick	Advance	2,340.00		2,340.00
10/21/15	2015	100515	TPC TUITION FINANCING	WENDY'S PARAMEDIC TRAINING - TFC TUITION FINANCING	841.66		841.66
11/1/15	2015	GORMAN NOV.15	LUKE JAKSICK	DEPOSIT INTO LUKE'S PERSONAL BANK ACCOUNT FOR GORMAN	1,270.00		1,270.00
11/1/15	2015	WENDY RENT	REAL PROPERTY MANAGEMENT LAS V	WENDY RENT - LAS VEGAS	3,000.00		3,000.00
11/12/15	2015	REIMB MIXDG	MONTEUX DEVELOPMENT GROUP	REIMBURSE FOR MONIES PAID TO WENDY	997.00		997.00
11/15/15	2015	111515	Wendy Jaksick	Advance	2,340.00		2,340.00
11/30/15	2015	WENDY MINUS DOC	CASH	CASH	1,755.00		1,755.00
11/30/15	2015	wendy (Doe)	STAN JAKSICK	STAN JAKSICK - wendy's dog vet bill	585.00		585.00
12/1/15	2015	GORMAN DEC.2015	LUKE JAKSICK	DEPOSIT INTO LUKE'S PERSONAL BANK ACCOUNT FOR GORMAN	1,270.00		1,270.00
12/1/15	2015	WENDY RENT	REAL PROPERTY MANAGEMENT LAS V	WENDY RENT - LAS VEGAS	3,000.00		3,000.00
12/1/15	2015	LUKETRIP DOC	Wendy Jaksick	Advance for Luke's Trip and Doc (dog)	1,045.00		1,045.00
12/8/15	2015	Xmas 2015	Wendy Jaksick	Advance for Christmas	1,250.00		1,250.00
12/15/15	2015	121515	Wendy Jaksick	Advance	2,340.00		2,340.00
12/24/15	2015	WENDY RENT	REAL PROPERTY MANAGEMENT LAS V	WENDY RENT - LAS VEGAS	3,000.00		3,000.00
12/31/15	2015	GORMAN.2016.1	LUKE JAKSICK	DEPOSIT INTO LUKE'S PERSONAL BANK ACCOUNT FOR GORMAN	1,270.00		1,270.00
12/31/15	2015	123115	Wendy Jaksick	Advance	2,340.00		2,340.00
2015 Total					116,751.50		116,751.50
1/12/16	2016	AUTO PAY	BISHOP GORMAN HIGH SCHOOL	BISHOP GORMAN HIGH SCHOOL - Receivable from Wendy	8,491.00		8,491.00
1/12/16	2016	9099	Wendy Jaksick	Advance	2,340.00		2,340.00
1/26/16	2016	013116	WENDY JAKSICK	Advance	2,340.00		2,340.00
2/1/16	2016	WENDY SPRGBRK 032116	CASH	CASH	1,000.00		1,000.00
2/1/16	2016	WENDY 033116	CASH	CASH	2,340.00		2,340.00
2/1/16	2016	WENDY RENT	REAL PROPERTY MANAGEMENT LAS V	WENDY RENT - LAS VEGAS	3,000.00		3,000.00
2/1/16	2016	WENDY'S ADV 031916	STAN JAKSICK	STAN JAKSICK - cash to wendy	500.00		500.00
2/1/16	2016	WENDY 021116	CASH	CASH	2,340.00		2,340.00
2/24/16	2016	WENDY 022916	CASH	CASH	1,840.00		1,840.00
2/24/16	2016	REIMB.WENDY ADV	STAN JAKSICK	STAN JAKSICK - cash to wendy	500.00		500.00
2/26/16	2016	AUTO PAY	BISHOP GORMAN HIGH SCHOOL	BISHOP GORMAN TUITION PAID DIRECTLY	1,277.50		1,277.50
3/1/16	2016	WENDY RENT	REAL PROPERTY MANAGEMENT LAS V	WENDY RENT - LAS VEGAS	3,000.00		3,000.00
3/7/16	2016	9108	CASH	CASH	2,340.00		2,340.00
3/25/16	2016	AUTO PAY	BISHOP GORMAN HIGH SCHOOL	BISHOP GORMAN TUITION PAID DIRECTLY	1,277.50		1,277.50
4/1/16	2016	WENDY RENT	REAL PROPERTY MANAGEMENT LAS V	WENDY RENT - LAS VEGAS	3,000.00		3,000.00
4/5/16	2016	WENDY 041516	CASH	CASH	2,340.00		2,340.00
4/5/16	2016	032216-092216	LONGLEY CORNERS	LONGLEY CORNERS	3,000.00		3,000.00
4/19/16	2016	wendy 043016	CASH	CASH	1,200.00		1,200.00
4/26/16	2016	AUTO PAY	BISHOP GORMAN HIGH SCHOOL	BISHOP GORMAN TUITION PAID DIRECTLY	2,340.00		2,340.00
4/28/16	2016	DMV - WENDY LATE	DMV	DMV FOR WENDY AUDI - LATE BECAUSE SHE DIDNT SMOG	1,277.50		1,277.50
5/1/16	2016	WENDY RENT	REAL PROPERTY MANAGEMENT LAS V	WENDY RENT - LAS VEGAS	1,137.82		1,137.82
5/4/16	2016	WJ.051516 CASH	CASH	CASH	3,000.00		3,000.00
5/11/16	2016	8%NOTE WENDY	CASH	CASH	2,340.00		2,340.00
5/18/16	2016	WENDY 053116	CASH	CASH	3,363.08		3,363.08
5/26/16	2016	PAID ONLINE	CAPITAL ONE CREDIT CARD	REIMBURSE LUKE'S SUMMER SCHOOL ON CAP ONE	2,340.00		2,340.00
6/1/16	2016	WENDY RENT	REAL PROPERTY MANAGEMENT LAS V	WENDY RENT - LAS VEGAS W/LATE FEE	650.00		650.00
6/1/16	2016	9999	WENDY JAKSICK	Advance	3,189.00		3,189.00
6/1/16	2016	9999	WENDY JAKSICK	Advance	2,340.00		2,340.00
6/28/16	2016	9134	CASH	CASH	10,006.00		10,006.00
6/28/16	2016	071516	WENDY JAKSICK	ADVANCE - \$40 FROM 06/35-40 FROM 06/30/2016	2,380.00		2,380.00
7/1/16	2016	WENDY RENT	REAL PROPERTY MANAGEMENT LAS V	WENDY RENT - LAS VEGAS	2,300.00		2,300.00
7/13/16	2016	WENDY - NV ENERGY	NV ENERGY	OVERDUE UTILITIES OF WENDY'S	3,000.00		3,000.00
7/14/16	2016	WENDY - NV ENERGY	NV ENERGY	OVERDUE UTILITIES OF WENDY'S	1,001.75		1,001.75
					3,404.26		3,404.26

Note receivable Wendy Jaksick

DATE	YEAR	CHECK# / INVOICE #	PAYEE
7/21/16		2016 081516.wendy	CASH
2016 Total			
Grand Total			

DESCRIPTION/PURPOSE OF CHARGE TO WENDY
CASH

AMOUNT	AMOUNT PAID FROM	AMOUNT PAID FROM
AMOUNT	SJ FAN TR	JAKSICK FAM LLC
2,340.00		2,340.00
85,535.41	-	85,535.41
297,286.20	59,260.79	238,025.91

Sam Jaksick n/p to Wendy Jaksick 1995 ILIT

Rate Period : Annual

Nominal Annual Rate : 5.000 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	06/26/2007	231,432.07	1		
2 Payment	12/31/2007	Interest Only	3	Annual	12/31/2009
3 Payment	12/31/2010	0.00	3	Annual	12/31/2012
4 Payment	04/21/2013	0.00	1		
5 Payment	07/17/2013	1,000.00	1		
6 Payment	07/24/2013	1,045.00	1		
7 Payment	08/02/2013	1,600.00	1		
8 Payment	08/02/2013	1,087.00	1		
9 Payment	08/08/2013	180.00	1		
10 Payment	08/14/2013	2,000.00	1		
11 Payment	08/14/2013	1,500.00	1		
12 Payment	08/21/2013	1,400.00	1		
13 Payment	09/03/2013	1,600.00	1		
14 Payment	09/03/2013	1,994.00	1		
15 Payment	09/16/2013	1,630.00	1		
16 Payment	10/01/2013	1,600.00	1		
17 Payment	10/01/2013	2,579.00	1		
18 Payment	10/15/2013	2,000.00	1		
19 Payment	11/01/2013	2,075.00	1		
20 Payment	11/08/2013	500.00	1		
21 Payment	11/15/2013	2,000.00	1		
22 Payment	12/02/2013	2,000.00	1		
23 Payment	12/13/2013	1,473.00	1		
24 Payment	12/31/2013	0.00	1		
25 Payment	12/31/2013	2,000.00	1		
26 Payment	01/15/2014	1,168.00	1		
27 Payment	02/04/2014	2,074.00	1		
28 Payment	02/27/2014	2,096.00	1		
29 Payment	03/01/2014	1,200.00	1		
30 Payment	03/19/2014	1,450.00	1		
31 Payment	03/31/2014	250.00	1		
32 Payment	03/31/2014	1,750.00	1		
33 Payment	04/01/2014	1,454.32	1		
34 Payment	05/01/2014	1,577.65	1		
35 Payment	05/01/2014	1,500.00	1		
36 Payment	05/15/2014	1,500.00	1		
37 Payment	05/30/2014	1,500.00	1		
38 Payment	05/31/2014	600.00	1		
39 Payment	06/01/2014	1,987.74	1		
40 Payment	06/13/2014	1,500.00	1		
41 Payment	06/25/2014	1,414.00	1		
42 Payment	07/01/2014	1,500.00	1		
43 Payment	07/01/2014	2,357.06	1		
44 Payment	07/15/2014	1,500.00	1		
45 Payment	07/18/2014	2,000.00	1		
46 Payment	07/31/2014	1,500.00	1		
47 Payment	08/01/2014	2,135.47	1		

Sam Jaksick n/p to Wendy Jaksick 1995 ILIT

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
48 Payment	08/14/2014	1,500.00	1		
49 Payment	09/01/2014	2,150.00	1		
50 Payment	09/02/2014	1,500.00	1		
51 Payment	09/23/2014	1,500.00	1		
52 Payment	09/30/2014	1,500.00	1		
53 Payment	10/01/2014	1,847.05	1		
54 Payment	10/03/2014	1,075.00	1		
55 Payment	10/16/2014	2,650.00	1		
56 Payment	11/01/2014	2,650.00	1		
57 Payment	11/01/2014	1,500.00	1		
58 Payment	11/13/2014	2,650.00	1		
59 Payment	11/24/2014	2,650.00	1		
60 Payment	12/11/2014	2,650.00	1		
61 Payment	12/11/2014	1,250.00	1		
62 Payment	12/23/2014	2,650.00	1		
63 Payment	01/17/2015	2,650.00	1		
64 Payment	01/20/2015	2,620.00	1		
65 Payment	01/20/2015	30.00	1		
66 Payment	02/12/2015	1,650.00	1		
67 Payment	02/20/2015	2,650.00	1		
68 Payment	03/04/2015	1,775.00	1		
69 Payment	03/10/2015	2,650.00	1		
70 Payment	03/17/2015	300.00	1		
71 Payment	03/23/2015	2,650.00	1		
72 Payment	04/03/2015	1,800.00	1		
73 Payment	04/15/2015	2,650.00	1		
74 Payment	04/23/2015	48.08	1		
75 Payment	04/23/2015	2,650.00	1		
76 Payment	05/05/2015	6,500.00	1		
77 Payment	05/07/2015	72.13	1		
78 Payment	05/13/2015	800.00	1		
79 Payment	05/13/2015	3,000.00	1		
80 Payment	05/13/2015	3,000.00	1		
81 Payment	05/13/2015	3,000.00	1		
82 Payment	05/13/2015	3,000.00	1		
83 Payment	05/13/2015	200.00	1		
84 Payment	05/13/2015	1,746.00	1		
85 Payment	05/13/2015	2,650.00	1		
86 Payment	05/18/2015	1,443.50	1		
87 Payment	05/20/2015	1,150.00	1		
88 Payment	05/27/2015	2,650.00	1		
89 Payment	06/01/2015	94.71	1		
90 Payment	06/03/2015	270.00	1		
91 Payment	06/03/2015	1,500.00	1		
92 Payment	06/10/2015	2,650.00	1		
93 Payment	06/22/2015	2,650.00	1		
94 Payment	06/22/2015	31.31	1		
95 Payment	07/07/2015	1,500.00	1		
96 Payment	07/12/2015	841.66	1		
97 Payment	07/13/2015	2,150.00	1		
98 Payment	07/13/2015	2,150.00	1		

 Sam Jaksick n/p to Wendy Jaksick 1995 ILIT

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
99 Payment	07/13/2015	1,000.00	1		
100 Payment	07/13/2015	186.69	1		
101 Payment	08/12/2015	831.66	1		
102 Payment	08/13/2015	2,340.00	1		
103 Payment	08/31/2015	1,270.00	1		
104 Payment	08/31/2015	2,340.00	1		
105 Payment	09/14/2015	2,340.00	1		
106 Payment	09/15/2015	1,270.00	1		
107 Payment	09/22/2015	1,225.00	1		
108 Payment	09/23/2015	400.00	1		
109 Payment	09/28/2015	1,940.00	1		
110 Payment	10/13/2015	2,340.00	1		
111 Payment	10/14/2015	122.10	1		
112 Payment	10/16/2015	3,330.00	1		
113 Payment	10/20/2015	2,340.00	1		
114 Payment	10/21/2015	841.66	1		
115 Payment	11/01/2015	3,000.00	1		
116 Payment	11/01/2015	1,270.00	1		
117 Payment	11/12/2015	997.00	1		
118 Payment	11/15/2015	2,340.00	1		
119 Payment	11/30/2015	1,755.00	1		
120 Payment	11/30/2015	585.00	1		
121 Payment	12/01/2015	3,000.00	1		
122 Payment	12/08/2015	1,250.00	1		
123 Payment	12/15/2015	1,045.00	1		
124 Payment	12/15/2015	1,270.00	1		
125 Payment	12/15/2015	2,340.00	1		
126 Payment	12/24/2015	3,000.00	1		
127 Payment	12/31/2015	2,340.00	1		
128 Payment	12/31/2015	1,270.00	1		
129 Payment	01/12/2016	2,340.00	1		
130 Payment	01/12/2016	8,491.00	1		
131 Payment	01/26/2016	2,340.00	1		
132 Payment	02/01/2016	1,000.00	1		
133 Payment	02/01/2016	2,340.00	1		
134 Payment	02/01/2016	3,000.00	1		
135 Payment	02/01/2016	500.00	1		
136 Payment	02/11/2016	2,340.00	1		
137 Payment	02/24/2016	1,840.00	1		
138 Payment	02/24/2016	500.00	1		
139 Payment	02/26/2016	1,277.50	1		
140 Payment	03/01/2016	3,000.00	1		
141 Payment	03/07/2016	2,340.00	1		
142 Payment	03/26/2016	1,277.50	1		
143 Payment	04/01/2016	3,000.00	1		
144 Payment	04/05/2016	1,200.00	1		
145 Payment	04/05/2016	2,340.00	1		
146 Payment	04/19/2016	2,340.00	1		
147 Payment	04/26/2016	1,277.50	1		
148 Payment	04/28/2016	1,137.82	1		
149 Payment	05/01/2016	3,000.00	1		

Sam Jaksick n/p to Wendy Jaksick 1995 ILIT

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
150 Payment	05/04/2016	2,340.00	1		
151 Payment	05/11/2016	3,363.08	1		
152 Payment	05/18/2016	2,340.00	1		
153 Payment	06/01/2016	3,189.00	1		
154 Payment	06/01/2016	650.00	1		
155 Payment	06/01/2016	2,340.00	1		
156 Payment	06/01/2016	10,006.00	1		
157 Payment	06/28/2016	2,380.00	1		
158 Payment	06/28/2016	2,300.00	1		
159 Payment	07/01/2016	3,000.00	1		
160 Payment	07/13/2016	1,001.75	1		
161 Payment	07/14/2016	3,404.26	1		
162 Payment	07/21/2016	2,340.00	1		

AMORTIZATION SCHEDULE - U.S. Rule (no compounding)

Date	Payment	Interest Accrued	Interest Paid	Principal Paid	Balance Due		
					Interest	Principal	Total
Loan 06/26/2007		0.00	0.00	0.00	0.00	231,432.07	231,432.07
1 12/31/2007	5,960.17	5,960.17	5,960.17	0.00	0.00	231,432.07	231,432.07
2007 Totals	5,960.17	5,960.17	5,960.17	0.00			
2 12/31/2008	11,571.60	11,571.60	11,571.60	0.00	0.00	231,432.07	231,432.07
2008 Totals	11,571.60	11,571.60	11,571.60	0.00			
3 12/31/2009	11,571.60	11,571.60	11,571.60	0.00	0.00	231,432.07	231,432.07
2009 Totals	11,571.60	11,571.60	11,571.60	0.00			
4 12/31/2010	0.00	11,571.60	0.00	0.00	11,571.60	231,432.07	243,003.67
2010 Totals	0.00	11,571.60	0.00	0.00			
5 12/31/2011	0.00	11,571.60	0.00	0.00	23,143.20	231,432.07	254,575.27
2011 Totals	0.00	11,571.60	0.00	0.00			
6 12/31/2012	0.00	11,571.60	0.00	0.00	34,714.80	231,432.07	266,146.87
2012 Totals	0.00	11,571.60	0.00	0.00			
7 04/21/2013	0.00	3,519.04	0.00	0.00	38,233.84	231,432.07	269,665.91
8 07/17/2013	1,000.00	2,758.16	1,000.00	0.00	39,992.00	231,432.07	271,424.07
9 07/24/2013	1,045.00	221.92	1,045.00	0.00	39,168.92	231,432.07	270,600.99
10 08/02/2013	1,600.00	285.33	1,600.00	0.00	37,854.25	231,432.07	269,286.32
11 08/02/2013	1,087.00	0.00	1,087.00	0.00	36,767.25	231,432.07	268,199.32
12 08/08/2013	180.00	190.22	180.00	0.00	36,777.47	231,432.07	268,209.54
13 08/14/2013	2,000.00	190.22	2,000.00	0.00	34,967.69	231,432.07	266,399.76
14 08/14/2013	1,500.00	0.00	1,500.00	0.00	33,467.69	231,432.07	264,899.76
15 08/21/2013	1,400.00	221.92	1,400.00	0.00	32,289.61	231,432.07	263,721.68
16 09/03/2013	1,600.00	412.14	1,600.00	0.00	31,101.75	231,432.07	262,533.82
17 09/03/2013	1,994.00	0.00	1,994.00	0.00	29,107.75	231,432.07	260,539.82
18 09/16/2013	1,630.00	412.14	1,630.00	0.00	27,889.89	231,432.07	259,321.96

Sam Jaksick n/p to Wendy Jaksick 1995 ILIT

	Date	Payment	Interest	Interest	Principal	Balance Due		
			Accrued	Paid	Paid	Interest	Principal	Total
19	10/01/2013	1,600.00	475.55	1,600.00	0.00	26,765.44	231,432.07	258,197.51
20	10/01/2013	2,579.00	0.00	2,579.00	0.00	24,186.44	231,432.07	255,618.51
21	10/15/2013	2,000.00	443.84	2,000.00	0.00	22,630.28	231,432.07	254,062.35
22	11/01/2013	2,075.00	538.95	2,075.00	0.00	21,094.23	231,432.07	252,526.30
23	11/08/2013	500.00	221.92	500.00	0.00	20,816.15	231,432.07	252,248.22
24	11/15/2013	2,000.00	221.92	2,000.00	0.00	19,038.07	231,432.07	250,470.14
25	12/02/2013	2,000.00	538.95	2,000.00	0.00	17,577.02	231,432.07	249,009.09
26	12/13/2013	1,473.00	348.73	1,473.00	0.00	16,452.75	231,432.07	247,884.82
27	12/31/2013	0.00	570.65	0.00	0.00	17,023.40	231,432.07	248,455.47
28	12/31/2013	2,000.00	0.00	2,000.00	0.00	15,023.40	231,432.07	246,455.47
2013 Totals		31,263.00	11,571.60	31,263.00	0.00			
29	01/15/2014	1,168.00	475.55	1,168.00	0.00	14,330.95	231,432.07	245,763.02
30	02/04/2014	2,074.00	634.06	2,074.00	0.00	12,891.01	231,432.07	244,323.08
31	02/27/2014	2,096.00	729.17	2,096.00	0.00	11,524.18	231,432.07	242,956.25
32	03/01/2014	1,200.00	63.41	1,200.00	0.00	10,387.59	231,432.07	241,819.66
33	03/19/2014	1,450.00	570.65	1,450.00	0.00	9,508.24	231,432.07	240,940.31
34	03/31/2014	250.00	380.44	250.00	0.00	9,638.68	231,432.07	241,070.75
35	03/31/2014	1,750.00	0.00	1,750.00	0.00	7,888.68	231,432.07	239,320.75
36	04/01/2014	1,454.32	31.70	1,454.32	0.00	6,466.06	231,432.07	237,898.13
37	05/01/2014	1,577.65	951.09	1,577.65	0.00	5,839.50	231,432.07	237,271.57
38	05/01/2014	1,500.00	0.00	1,500.00	0.00	4,339.50	231,432.07	235,771.57
39	05/15/2014	1,500.00	443.84	1,500.00	0.00	3,283.34	231,432.07	234,715.41
40	05/30/2014	1,500.00	475.55	1,500.00	0.00	2,258.89	231,432.07	233,690.96
41	05/31/2014	600.00	31.70	600.00	0.00	1,690.59	231,432.07	233,122.66
42	06/01/2014	1,987.74	31.70	1,722.29	265.45	0.00	231,166.62	231,166.62
43	06/13/2014	1,500.00	380.00	380.00	1,120.00	0.00	230,046.62	230,046.62
44	06/25/2014	1,414.00	378.16	378.16	1,035.84	0.00	229,010.78	229,010.78
45	07/01/2014	1,500.00	188.23	188.23	1,311.77	0.00	227,699.01	227,699.01
46	07/01/2014	2,357.06	0.00	0.00	2,357.06	0.00	225,341.95	225,341.95
47	07/15/2014	1,500.00	432.16	432.16	1,067.84	0.00	224,274.11	224,274.11
48	07/18/2014	2,000.00	92.17	92.17	1,907.83	0.00	222,366.28	222,366.28
49	07/31/2014	1,500.00	395.99	395.99	1,104.01	0.00	221,262.27	221,262.27
50	08/01/2014	2,135.47	30.31	30.31	2,105.16	0.00	219,157.11	219,157.11
51	08/14/2014	1,500.00	390.28	390.28	1,109.72	0.00	218,047.39	218,047.39
52	09/01/2014	2,150.00	537.65	537.65	1,612.35	0.00	216,435.04	216,435.04
53	09/02/2014	1,500.00	29.65	29.65	1,470.35	0.00	214,964.69	214,964.69
54	09/23/2014	1,500.00	618.39	618.39	881.61	0.00	214,083.08	214,083.08
55	09/30/2014	1,500.00	205.29	205.29	1,294.71	0.00	212,788.37	212,788.37
56	10/01/2014	1,847.05	29.15	29.15	1,817.90	0.00	210,970.47	210,970.47
57	10/03/2014	1,075.00	57.80	57.80	1,017.20	0.00	209,953.27	209,953.27
58	10/16/2014	2,650.00	373.89	373.89	2,276.11	0.00	207,677.16	207,677.16
59	11/01/2014	2,650.00	455.18	455.18	2,194.82	0.00	205,482.34	205,482.34
60	11/01/2014	1,500.00	0.00	0.00	1,500.00	0.00	203,982.34	203,982.34
61	11/13/2014	2,650.00	335.31	335.31	2,314.69	0.00	201,667.65	201,667.65
62	11/24/2014	2,650.00	303.88	303.88	2,346.12	0.00	199,321.53	199,321.53
63	12/11/2014	2,650.00	464.17	464.17	2,185.83	0.00	197,135.70	197,135.70
64	12/11/2014	1,250.00	0.00	0.00	1,250.00	0.00	195,885.70	195,885.70
65	12/23/2014	2,650.00	322.00	322.00	2,328.00	0.00	193,557.70	193,557.70
2014 Totals		63,736.29	10,838.52	25,861.92	37,874.37			
66	01/17/2015	2,650.00	662.87	662.87	1,987.13	0.00	191,570.57	191,570.57

Sam Jaksick n/p to Wendy Jaksick 1995 ILIT

	Date	Payment	Interest	Interest	Principal	Balance Due		
			Accrued	Paid	Paid	Interest	Principal	Total
67	01/20/2015	2,620.00	78.73	78.73	2,541.27	0.00	189,029.30	189,029.30
68	01/20/2015	30.00	0.00	0.00	30.00	0.00	188,999.30	188,999.30
69	02/12/2015	1,650.00	595.48	595.48	1,054.52	0.00	187,944.78	187,944.78
70	02/20/2015	2,650.00	205.97	205.97	2,444.03	0.00	185,500.75	185,500.75
71	03/04/2015	1,775.00	304.93	304.93	1,470.07	0.00	184,030.68	184,030.68
72	03/10/2015	2,650.00	151.26	151.26	2,498.74	0.00	181,531.94	181,531.94
73	03/17/2015	300.00	174.07	174.07	125.93	0.00	181,406.01	181,406.01
74	03/23/2015	2,650.00	149.10	149.10	2,500.90	0.00	178,905.11	178,905.11
75	04/03/2015	1,800.00	269.58	269.58	1,530.42	0.00	177,374.69	177,374.69
76	04/15/2015	2,650.00	291.57	291.57	2,358.43	0.00	175,016.26	175,016.26
77	04/23/2015	48.08	191.80	48.08	0.00	143.72	175,016.26	175,159.98
78	04/23/2015	2,650.00	0.00	143.72	2,506.28	0.00	172,509.98	172,509.98
79	05/05/2015	6,500.00	283.58	283.58	6,216.42	0.00	166,293.56	166,293.56
80	05/07/2015	72.13	45.56	45.56	26.57	0.00	166,266.99	166,266.99
81	05/13/2015	800.00	136.66	136.66	663.34	0.00	165,603.65	165,603.65
82	05/13/2015	3,000.00	0.00	0.00	3,000.00	0.00	162,603.65	162,603.65
83	05/13/2015	3,000.00	0.00	0.00	3,000.00	0.00	159,603.65	159,603.65
84	05/13/2015	3,000.00	0.00	0.00	3,000.00	0.00	156,603.65	156,603.65
85	05/13/2015	3,000.00	0.00	0.00	3,000.00	0.00	153,603.65	153,603.65
86	05/13/2015	200.00	0.00	0.00	200.00	0.00	153,403.65	153,403.65
87	05/13/2015	1,746.00	0.00	0.00	1,746.00	0.00	151,657.65	151,657.65
88	05/13/2015	2,650.00	0.00	0.00	2,650.00	0.00	149,007.65	149,007.65
89	05/18/2015	1,443.50	102.06	102.06	1,341.44	0.00	147,666.21	147,666.21
90	05/20/2015	1,150.00	40.46	40.46	1,109.54	0.00	146,556.67	146,556.67
91	05/27/2015	2,650.00	140.53	140.53	2,509.47	0.00	144,047.20	144,047.20
92	06/01/2015	94.71	98.66	94.71	0.00	3.95	144,047.20	144,051.15
93	06/03/2015	270.00	39.46	43.41	226.59	0.00	143,820.61	143,820.61
94	06/03/2015	1,500.00	0.00	0.00	1,500.00	0.00	142,320.61	142,320.61
95	06/10/2015	2,650.00	136.47	136.47	2,513.53	0.00	139,807.08	139,807.08
96	06/22/2015	2,650.00	229.82	229.82	2,420.18	0.00	137,386.90	137,386.90
97	06/22/2015	31.31	0.00	0.00	31.31	0.00	137,355.59	137,355.59
98	07/07/2015	1,500.00	282.24	282.24	1,217.76	0.00	136,137.83	136,137.83
99	07/12/2015	841.66	93.25	93.25	748.41	0.00	135,389.42	135,389.42
100	07/13/2015	2,150.00	18.55	18.55	2,131.45	0.00	133,257.97	133,257.97
101	07/13/2015	2,150.00	0.00	0.00	2,150.00	0.00	131,107.97	131,107.97
102	07/13/2015	1,000.00	0.00	0.00	1,000.00	0.00	130,107.97	130,107.97
103	07/13/2015	186.69	0.00	0.00	186.69	0.00	129,921.28	129,921.28
104	08/12/2015	831.66	533.92	533.92	297.74	0.00	129,623.54	129,623.54
105	08/13/2015	2,340.00	17.76	17.76	2,322.24	0.00	127,301.30	127,301.30
106	08/31/2015	1,270.00	313.89	313.89	956.11	0.00	126,345.19	126,345.19
107	08/31/2015	2,340.00	0.00	0.00	2,340.00	0.00	124,005.19	124,005.19
108	09/14/2015	2,340.00	237.82	237.82	2,102.18	0.00	121,903.01	121,903.01
109	09/15/2015	1,270.00	16.70	16.70	1,253.30	0.00	120,649.71	120,649.71
110	09/22/2015	1,225.00	115.69	115.69	1,109.31	0.00	119,540.40	119,540.40
111	09/23/2015	400.00	16.38	16.38	383.62	0.00	119,156.78	119,156.78
112	09/28/2015	1,940.00	81.61	81.61	1,858.39	0.00	117,298.39	117,298.39
113	10/13/2015	2,340.00	241.02	241.02	2,098.98	0.00	115,199.41	115,199.41
114	10/14/2015	122.10	15.78	15.78	106.32	0.00	115,093.09	115,093.09
115	10/16/2015	3,330.00	31.53	31.53	3,298.47	0.00	111,794.62	111,794.62
116	10/20/2015	2,340.00	61.26	61.26	2,278.74	0.00	109,515.88	109,515.88
117	10/21/2015	841.66	15.00	15.00	826.66	0.00	108,689.22	108,689.22
118	11/01/2015	3,000.00	163.78	163.78	2,836.22	0.00	105,853.00	105,853.00

 Sam Jaksick n/p to Wendy Jaksick 1995 ILIT

	Date	Payment	Interest Accrued	Interest Paid	Principal Paid	Balance Due		
						Interest	Principal	Total
119	11/01/2015	1,270.00	0.00	0.00	1,270.00	0.00	104,583.00	104,583.00
120	11/12/2015	997.00	157.59	157.59	839.41	0.00	103,743.59	103,743.59
121	11/15/2015	2,340.00	42.63	42.63	2,297.37	0.00	101,446.22	101,446.22
122	11/30/2015	1,755.00	208.45	208.45	1,546.55	0.00	99,899.67	99,899.67
123	11/30/2015	585.00	0.00	0.00	585.00	0.00	99,314.67	99,314.67
124	12/01/2015	3,000.00	13.60	13.60	2,986.40	0.00	96,328.27	96,328.27
125	12/08/2015	1,250.00	92.37	92.37	1,157.63	0.00	95,170.64	95,170.64
126	12/15/2015	1,045.00	91.26	91.26	953.74	0.00	94,216.90	94,216.90
127	12/15/2015	1,270.00	0.00	0.00	1,270.00	0.00	92,946.90	92,946.90
128	12/15/2015	2,340.00	0.00	0.00	2,340.00	0.00	90,606.90	90,606.90
129	12/24/2015	3,000.00	111.71	111.71	2,888.29	0.00	87,718.61	87,718.61
130	12/31/2015	2,340.00	84.11	84.11	2,255.89	0.00	85,462.72	85,462.72
131	12/31/2015	1,270.00	0.00	0.00	1,270.00	0.00	84,192.72	84,192.72
2015 Totals		116,751.50	7,386.52	7,386.52	109,364.98			
132	01/12/2016	2,340.00	138.40	138.40	2,201.60	0.00	81,991.12	81,991.12
133	01/12/2016	8,491.00	0.00	0.00	8,491.00	0.00	73,500.12	73,500.12
134	01/26/2016	2,340.00	140.96	140.96	2,199.04	0.00	71,301.08	71,301.08
135	02/01/2016	1,000.00	58.60	58.60	941.40	0.00	70,359.68	70,359.68
136	02/01/2016	2,340.00	0.00	0.00	2,340.00	0.00	68,019.68	68,019.68
137	02/01/2016	3,000.00	0.00	0.00	3,000.00	0.00	65,019.68	65,019.68
138	02/01/2016	500.00	0.00	0.00	500.00	0.00	64,519.68	64,519.68
139	02/11/2016	2,340.00	88.38	88.38	2,251.62	0.00	62,268.06	62,268.06
140	02/24/2016	1,840.00	110.89	110.89	1,729.11	0.00	60,538.95	60,538.95
141	02/24/2016	500.00	0.00	0.00	500.00	0.00	60,038.95	60,038.95
142	02/26/2016	1,277.50	16.45	16.45	1,261.05	0.00	58,777.90	58,777.90
143	03/01/2016	3,000.00	32.21	32.21	2,967.79	0.00	55,810.11	55,810.11
144	03/07/2016	2,340.00	45.87	45.87	2,294.13	0.00	53,515.98	53,515.98
145	03/26/2016	1,277.50	139.29	139.29	1,138.21	0.00	52,377.77	52,377.77
146	04/01/2016	3,000.00	43.05	43.05	2,956.95	0.00	49,420.82	49,420.82
147	04/05/2016	1,200.00	27.08	27.08	1,172.92	0.00	48,247.90	48,247.90
148	04/05/2016	2,340.00	0.00	0.00	2,340.00	0.00	45,907.90	45,907.90
149	04/19/2016	2,340.00	88.04	88.04	2,251.96	0.00	43,655.94	43,655.94
150	04/26/2016	1,277.50	41.86	41.86	1,235.64	0.00	42,420.30	42,420.30
151	04/28/2016	1,137.82	11.62	11.62	1,126.20	0.00	41,294.10	41,294.10
152	05/01/2016	3,000.00	16.97	16.97	2,983.03	0.00	38,311.07	38,311.07
153	05/04/2016	2,340.00	15.74	15.74	2,324.26	0.00	35,986.81	35,986.81
154	05/11/2016	3,363.08	34.51	34.51	3,328.57	0.00	32,658.24	32,658.24
155	05/18/2016	2,340.00	31.32	31.32	2,308.68	0.00	30,349.56	30,349.56
156	06/01/2016	3,189.00	58.20	58.20	3,130.80	0.00	27,218.76	27,218.76
157	06/01/2016	650.00	0.00	0.00	650.00	0.00	26,568.76	26,568.76
158	06/01/2016	2,340.00	0.00	0.00	2,340.00	0.00	24,228.76	24,228.76
159	06/01/2016	10,006.00	0.00	0.00	10,006.00	0.00	14,222.76	14,222.76
160	06/28/2016	2,380.00	52.60	52.60	2,327.40	0.00	11,895.36	11,895.36
161	06/28/2016	2,300.00	0.00	0.00	2,300.00	0.00	9,595.36	9,595.36
162	07/01/2016	3,000.00	3.94	3.94	2,996.06	0.00	6,599.30	6,599.30
163	07/13/2016	1,001.75	10.85	10.85	990.90	0.00	5,608.40	5,608.40
164	07/14/2016	3,404.26	0.77	0.77	3,403.49	0.00	2,204.91	2,204.91
165	07/21/2016	2,340.00	2.11	2.11	2,337.89	0.00	132.98-	132.98-
2016 Totals		85,535.41	1,209.71	1,209.71	84,325.70			
Grand Totals		326,389.57	94,824.52	94,824.52	231,565.05			

Sam Jaksick n/p to Wendy Jaksick 1995 ILIT

An open balance of 132.98- still remains.

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SECOND JUDICIAL DISTRICT COURT

WASHOE COUNTY, NEVADA

In the Matter of the Administration of the
SSJ'S ISSUE TRUST,

CASE NO.: PR17-00445
DEPT. NO. 15

In the Matter of the Administration of the
SAMUEL S. JAKSICK, JR. FAMILY TRUST,

CASE NO.: PR17-00446
DEPT. NO. 15

WENDY JAKSICK,

Respondent and Counter-Petitioner,

v.

TODD B. JAKSICK, INDIVIDUALLY, AS CO-
TRUSTEE OF THE SAMUEL S. JAKSICK, JR.
FAMILY TRUST, AND AS TRUSTEE OF THE
SSJ'S ISSUE TRUST; MICHAEL S. KIMMEL,
INDIVIDUALLY AND AS CO-TRUSTEE OF
THE SAMUEL S. JAKSICK, JR. FAMILY
TRUST; AND STANLEY S. JAKSICK,
INDIVIDUALLY AND AS CO-TRUSTEE OF
THE SAMUEL S. JAKSICK, JR. FAMILY
TRUST; KEVIN RILEY, INDIVIDUALLY
AND AS FORMER TRUSTEE OF THE
SAMUEL S. JAKSICK, JR. FAMILY TRUST
AND TRUSTEE OF THE WENDY A.
JAKSICK 2012 BHC FAMILY TRUST,

Petitioners and Counter-Respondents.

**FIRST AMENDED COUNTER -
PETITION TO SURCHARGE
TRUSTEES FOR BREACH OF
FIDUCIARY DUTIES, FOR
REMOVAL OF TRUSTEES AND
APPOINTMENT OF INDEPENDENT
TRUSTEE(S), AND FOR
DECLARATORY JUDGMENT AND
OTHER RELIEF**

Counter-Petitioner Wendy A. Jaksick (“Wendy” or “Counter-Petitioner”) by and through her attorneys of record, the law firm of Fox Rothschild LLP, complains against Petitioners and Counter-Respondents and alleges as follows:

PARTIES

1. Counter-Petitioner Wendy A. Jaksick (“Wendy” or “Counter-Petitioner”) is an individual who resides in Texas.

2. Counter-Respondent Todd B. Jaksick, in his Individual capacity (“Todd”), is an individual who resides in Reno, Nevada.

3. Counter-Respondent Todd B. Jaksick, in his capacity as Co-Trustee of the Samuel S. Jaksick, Jr. Family Trust (“Family Trust Co-Trustee Todd”), resides in Reno, Nevada.

4. Counter-Respondent Todd B. Jaksick, in his capacity as Trustee of the SSJ’s Issue Trust (“Issue Trust Trustee”), resides in Reno, Nevada.

5. Counter-Respondent Michael S. Kimmel, in his Individual capacity (“Michael”), is an individual who resides in Reno, Nevada.

6. Counter-Respondent Michael S. Kimmel, in his capacity as Co-Trustee of the Samuel S. Jaksick, Jr. Family Trust (“Family Trust Co-Trustee Michael”), resides in Reno, Nevada.

7. Counter-Respondent Stanley S. Jaksick, in his Individual capacity (“Stanley”), is an individual who resides in Reno, Nevada.

8. Counter-Respondent Stanley S. Jaksick, in his capacity as Co-Trustee of the Samuel S. Jaksick, Jr. Family Trust (“Family Trust Co-Trustee Stanley”), resides in Reno, Nevada.

9. Kevin Riley, Individually (“Kevin”), is an individual who resides in Sacramento, California.

10. Kevin Riley, as former Co-Trustee of the Samuel S. Jaksick, Jr. Family Trust (“Former Family Trust Co-Trustee”), is an individual who resides in Sacramento, California.

11. Kevin Riley, as Trustee of the Wendy A. Jaksick 2012 BHC Family Trust (“BHC Trustee Kevin”), is an individual who resides in Sacramento, California.

12. Family Trust Co-Trustee Todd, Family Trust Co-Trustee Michael and Family Trust Co-Trustee Stanley shall collectively be referred to herein as the “Family Trust Co-Trustees”.

13. Family Trust Co-Trustees, Former Family Trust Trustee, Issue Trust Trustee and BHC Trust Trustee shall collectively be referred to herein as the “Trustees”.

14. Todd, Family Trust Co-Trustee Todd, Issue Trust Trustee, Michael, Family Trust Co-Trustee Michael, Stanley, Family Trust Co-Trustee Stanley, Kevin, Former Family Co-Trustee and BHC Trustee Kevin shall collectively be referred to herein as the “Counter-Respondents”.

15. The Court has proper venue pursuant to NRS 13.040.

INTERESTED PERSONS – THE FAMILY TRUST

16. The following individuals interested in the Samuel S. Jaksick, Jr. Family Trust are entitled to notice of this *Complaint*:

Name & Address	Age	Interest
Todd B. Jaksick 8600 Technology Way, Ste 110 Reno, Nevada 89521	Adult	Co-Trustee & Beneficiary
Michael S. Kemmel, Esq. Hoy Chrissinger Kimmel Vallas 50 West Liberty Street, Ste 840 Reno, Nevada 89501	Adult	Co-Trustee
Stanley S. Jaksick 8600 Technology Way, Ste 110 Reno, Nevada 89521	Adult	Co-Trustee & Beneficiary
Wendy A. Jaksick c/o R. Kevin Spencer Spencer Law, P.C. 500 N. Akard Street, Ste 2150 Dallas, Texas 75201	Adult	Beneficiary
Kevin Riley, Trustee of the Samuel S. Jaksick, Jr. Irrevocable Grandchild Trust No. 1 Rossmann MacDonald & Benetti, CPA’s 3838 Watt Avenue, Suite E-500 Sacramento, California 95821	Adult	Beneficiary
Kevin Riley, Trustee of the Samuel S.	Adult	Beneficiary

Jaksick, Jr. Irrevocable Grandchild Trust No. 2 Rossmann MacDonald & Benetti, CPA's 3838 Watt Avenue, Suite E-500 Sacramento, California 95821		
Kevin Riley, Trustee of the Samuel S. Jaksick, Jr. Irrevocable Grandchild Trust No. 3 Rossmann MacDonald & Benetti, CPA's 3838 Watt Avenue, Suite E-500 Sacramento, California 95821	Adult	Beneficiary
Kevin Riley, Trustee of the Samuel S. Jaksick, Jr. Irrevocable Grandchild Trust No. 4 Rossmann MacDonald & Benetti, CPA's 3838 Watt Avenue, Suite E-500 Sacramento, California 95821	Adult	Beneficiary
Alexi Smrt 11 Bahama Court Mansfield, Texas 76063	Adult	Presumptive Remainder Beneficiary
Luke Jaksick c/o Wendy A. Jaksick c/o R. Kevin Spencer Spencer Law, P.C. 500 N. Akard Street, Ste 2150 Dallas, Texas 75201	Minor	Presumptive Remainder Beneficiary
Benjamin Jaksick c/o Dawn E. Jaksick 6220 Rouge Drive Reno, Nevada 89511	Minor	Presumptive Remainder Beneficiary
Amanda Jaksick c/o Dawn E. Jaksick 6220 Rouge Drive Reno, Nevada 89511	Minor	Presumptive Remainder Beneficiary
Regan Jaksick c/o Lisa Jaksick 5235 Bellazza Court Reno, Nevada 89519	Minor	Presumptive Remainder Beneficiary
Sydney Jaksick c/o Lisa Jaksick 5235 Bellazza Court Reno, Nevada 89519	Minor	Presumptive Remainder Beneficiary
Sawyer Jaksick c/o Lisa Jaksick 5235 Bellazza Court Reno, Nevada 89519	Minor	Presumptive Remainder Beneficiary

INTERESTED PERSONS – THE ISSUE TRUST

17. The following individuals interested in the SSJ's Issue Trust are entitled to notice of this *Complaint*:

Name & Address	Age	Interest
Todd B. Jaksick 8600 Technology Way, Ste 110 Reno, Nevada 89521	Adult	Trustee & Beneficiary
Stanley S. Jaksick 8600 Technology Way, Ste 110 Reno, Nevada 89521	Adult	Beneficiary
Wendy A. Jaksick c/o R. Kevin Spencer Spencer Law, P.C. 500 N. Akard Street, Ste 2150 Dallas, Texas 75201	Adult	Beneficiary
Alexi Smrt 11 Bahama Court Mansfield, Texas 76063	Adult	Beneficiary
Luke Jaksick c/o Wendy A. Jaksick c/o R. Kevin Spencer Spencer Law, P.C. 500 N. Akard Street, Ste 2150 Dallas, Texas 75201	Minor	Beneficiary
Benjamin Jaksick c/o Dawn E. Jaksick 6220 Rouge Drive Reno, Nevada 89511	Minor	Beneficiary
Amanda Jaksick c/o Dawn E. Jaksick 6220 Rouge Drive Reno, Nevada 89511	Minor	Beneficiary
Regan Jaksick c/o Lisa Jaksick 5235 Bellazza Court Reno, Nevada 89519	Minor	Beneficiary
Sydney Jaksick c/o Lisa Jaksick 5235 Bellazza Court Reno, Nevada 89519	Minor	Beneficiary
Sawyer Jaksick c/o Lisa Jaksick 5235 Bellazza Court Reno, Nevada 89519	Minor	Beneficiary

THE FAMILY TRUST

18. The Samuel S. Jaksick, Jr. Family Trust Agreement (As Restated) (the “Restated Family Trust Agreement”) establishing The Samuel S. Jaksick, Jr. Family Trust (the “Family Trust”) was executed by Samuel S. Jaksick, Jr. on June 29, 2006. *Please see a copy of the Family Trust attached as Exhibit “1” to the Petition for Confirmation of Trustees and Admission of Trust to the Jurisdiction of the Court, and for Approval of Accountings and Other*

1 *Trust Administration Matters, which was originally filed in Cause No.PR17-00445 (the*
2 *“Petition for Confirmation in Cause No.PR17-00445”).*

3 **THE PURPORTED SECOND AMENDMENT TO THE FAMILY TRUST**

4 19. On December 10, 2012, Samuel S. Jaksick, Jr. purportedly executed the Second
5 Amendment to the Samuel S. Jaksick, Jr. Family Trust Agreement Restated Pursuant to the
6 Third Amendment Dated June 29, 2006 (the “Purported Second Amendment”). *Please see a*
7 *copy of the Purported Second Amendment attached as Exhibits “3” to the Petition for*
8 *Confirmation in Cause No.PR17-00445.* Based upon information and belief, Wendy believes
9 the Purported Second Amendment may be invalid and she may contest it. However, at this
10 time, Wendy does not have sufficient information to proceed with a contest of the Purported
11 Second Amendment. Wendy reserves the right to amend this *Counter-Petition* to contest the
12 validity of the Purported Second Amendment once she obtains information necessary to fully
13 evaluate such claim.

14 **THE ISSUE TRUST**

15 20. The SSJ’s Issue Trust Agreement (the “Issue Trust Agreement”) establishing
16 The SSJ’s Issue Trust (the “Issue Trust”) was executed by Samuel S. Jaksick, Jr. on February
17 21, 2007. *Please see a copy of the Issue Trust attached as Exhibit “1” to the Petition for*
18 *Confirmation of Trustee and Admission of Trust to the Jurisdiction of the Court, and for*
19 *Approval of Accountings and Other Trust Administration Matters, which was originally filed in*
20 *Cause No. PR17-00446 (the “Petition for Confirmation in Cause No. PR17-00446”).*

21 **GENERAL ALLEGATIONS**

22 21. As demonstrated herein, Counter-Respondents have failed to provide Wendy
23 the information to which she is entitled and Counter-Respondents are also the persons with
24 knowledge of the facts, as well as the documents, that underlie each of their acts or omissions.
25 Accordingly, Wendy is unable to determine at this time the entire scope and extent of Counter-
26 Respondents’ breaches and other acts or omissions, and Wendy reserves the right to amend her
27 Counter-Petition as discovery proceeds. Subject to this disclaimer and the reservation of
28

Wendy's right to amend this Counter-Petition, Wendy alleges as follows:

22. Samuel S. Jaksick, Jr. Samuel S. Jaksick, Jr. ("Samuel") was a native Nevadan who had a gift for finding and capitalizing on business and real estate opportunities in Nevada. Samuel's success and reputation were due in large part to the prosperous and well known planned communities he developed throughout Nevada. Over the course of his life, Samuel amassed a substantial amount of wealth, real estate and other property rights.

23. During his life, Samuel was married three times. His first marriage was to Gwendolyn Jaksick and that marriage ended in divorce. During his marriage to Gwendolyn, Samuel had three (3) children Stanley S. Jaksick ("Stanley"), Todd B. Jaksick ("Todd") and Wendy A. Jaksick ("Wendy"). Samuel's second marriage was to Rebecca Porter and that marriage ended in divorce; no children were born of this marriage. Samuel's final marriage was to Janene Jaksick ("Janene"). Samuel's final marriage ended when he predeceased Janene, by approximately a year and a half. Samuel and Janene did not have any children together.

24. Samuel loved his wife, Janene, children and grandchildren very much. He supported them throughout their lives and always made it clear he intended to support them when he passed. He was also very proud of the property and wealth he had acquired and intended that his family enjoy and benefit from that property for generations. Samuel engaged in Estate planning and the creation and funding of two primary (2) trusts to accomplish his objectives.

25. The Samuel S. Jaksick, Jr. Family Trust. Samuel executed The Samuel S. Jaksick, Jr. Family Trust Agreement (As Restated) (the "Family Trust Agreement") establishing The Samuel S. Jaksick, Jr. Family Trust (the "Family Trust") on June 29, 2006. The Family Trust was funded with a significant amount of property at the time it was created.

26. The purpose of the Family Trust was to provide for Samuel during his life and, upon his death, to provide for his wife through the funding of a Marital Trust and his children through the funding of a Decedent's Trust. The Decedent's Trust essentially provides each of Samuel's children a one-third interest in the Decedent's Trust and for the distribution of

1 income and principal for his children's health, education, support and maintenance.¹ The
2 Decedent's Trust also provides for discretionary distributions of certain principal for the health,
3 education, support and maintenance of his grandchildren.² However, Samuel's primary intent
4 and purpose to provide for his children is made clear by the Family Trust, which provides "the
5 primary concern of the Grantor is the proper health, education, support, and maintenance of the
6 Beneficiary, and the interest of the other beneficiaries in the trust are to be subordinate to those
7 of the Beneficiary."³

8 27. Samuel was designated as the initial Trustee of the Family Trust.⁴ If at any time
9 Samuel failed to serve as Trustee and failed to appoint a successor trustee, the Family Trust
10 provides that Stanley, Todd and another person designated in the Family Trust were to serve as
11 Co-Trustees.⁵

12 28. The Purported Second Amendment to the Family Trust. On December 10, 2012,
13 Samuel S. Jaksick, Jr. purportedly executed the Purported Second Amendment to the Family
14 Trust (the "Purported Second Amendment"). Although the Purported Second Amendment was
15 allegedly executed in 2012, Wendy was not aware of its existence until it was produced to her
16 after she retained counsel in 2016. The Purported Second Amendment, like many other
17 documents created during Todd's involvement with Samuel's Trusts and various businesses,
18 came out of nowhere and is contrary to Samuel's intent concerning Wendy as expressed by
19 Samuel over the years.

20 29. Based on Wendy's understanding of Samuel's intent, she does not believe
21 Samuel would have or did sign the Purported Second Amendment. Based on information and
22 belief, it is Wendy's understanding that Samuel's secretary often signed Samuel's name on

23 _____
24 ¹ Paragraphs D.4. and F.1. of Article II of the Family Trust Agreement.

25 ² Paragraph F.2. and F.1. of Article II of the Family Trust Agreement.

26 ³ Paragraph F.2. of Article II of the Family Trust Agreement.

27 ⁴ Paragraph A. of Article IV of the Family Trust Agreement.

28 ⁵ *Id.*

1 documents when Samuel was not present, and Todd or someone on Todd's behalf signed
2 Wendy's and her daughter's name on documents related to the Trusts. Additionally, there are
3 numerous documents related the Trusts, the administration of the Trusts and Samuel's
4 businesses Wendy believes Todd manufactured after the fact to suit his needs. Accordingly,
5 based upon information and belief, Wendy believes the Purported Second Amendment may be
6 invalid and she may contest it. However, at this time, Wendy does not have sufficient
7 information to proceed with a contest of the Purported Second Amendment. Wendy reserves
8 the right to amend this *Counter-Petition* to contest the validity of the Purported Second
9 Amendment once she obtains information necessary to fully evaluate such claim.

10 30. The SSJ's Issue Trust. Samuel executed The SSJ's Issue Trust Agreement (the
11 "Issue Trust Agreement") establishing The SSJ's Issue Trust (the "Issue Trust") on February
12 21, 2007. A copy of the Issue Trust Agreement is attached as *Exhibit "I"* to the *Petition for*
13 *Confirmation in Cause No. PR17-00445*.

14 31. The purpose of the Issue Trust was to hold, protect, and preserve family real
15 estate for the use and enjoyment of Samuel and his family for many generations.⁶ The terms of
16 the Issue Trust provide for the use of the trust property by Samuel's issue, but prohibit the
17 distribution of the income or principal from the Issue Trust until the earlier of such time as all
18 of Samuel's issue are deceased or the expiration of Nevada's perpetuity period (which is
19 currently 365 years).⁷ Samuel intended the Issue Trust hold, protect and preserve important
20 existing family property such as the approximately 20,000 acres of property known as the 49
21 Mountain Ranch. But Samuel also intended that the Issue Trust purchase and maintain homes
22 for each of his children. Samuel maintained one or more substantial life insurance policies
23 payable to the Issue Trust to fulfill its purpose and his intent. At the time of Samuel's death,
24 the Issue Trust was beneficiary of a life insurance policy insuring Samuel's life in the amount
25 of \$6 million.

26 _____
27 ⁶ Paragraph B. of Article II of the Issue Trust Agreement.

28 ⁷ Paragraphs B.3. and B.4. of Article II of the Issue Trust Agreement.

1 32. Todd was designated to serve as the sole Trustee of the Issue Trust (“Issue
2 Trustee”)⁸ and has served in that capacity since the Issue Trust was established in February
3 2007.

4 33. Samuel died in a tragic accident on April 21, 2013.

5 34. As a result of Samuel’s death, Todd, Stanley and Kevin Riley (“Kevin”) were
6 appointed and served as Co-Trustees of the Family Trust. On July 31, 2013, Kevin purportedly
7 resigned as Co-Trustee and Todd and Stanley served as two Co-Trustees until December 2016,
8 when Todd purportedly appointed Michael S. Kimmel (“Michael”) to serve as the third Co-
9 Trustee under the authority of the Purported Second Amendment. Interestingly, Todd’s
10 appointment was made not long after the Purported Second Amendment surfaced for the first
11 time. Todd, Stanley and Michael shall be known herein as the “Family Trust Co-Trustees”.

12 35. The Family Trust Co-Trustees and the Issue Trustee have refused to keep
13 Wendy informed and failed to fully disclose to her information concerning the assets and
14 property of the respective Trusts, their administration of the respective Trusts and the
15 transactions they were conducting on behalf of the respective Trusts. The Family Trust Co-
16 Trustees and Issue Trustee used their positions to control and utilize the assets and property of
17 the respective Trusts for their personal benefit at the expense of the Trusts, Wendy and
18 Wendy’s interest in the Trusts. As a result of such actions and breaches of fiduciary duties,
19 Wendy was forced to retain counsel to attempt to compel the Family Trust Co-Trustees and
20 Issue Trustee to comply with the obligations and fiduciary duties under the Trust, to keep
21 Wendy informed about the Trusts and their actions as Trustees, to fully disclose and to stop
22 self-dealing

23 36. The Lake Tahoe Property. In the 1970s, Samuel acquired the lakefront property
24 on Lake Tahoe located at 1011 Lakeshore Blvd., Incline Village, Nevada 89451 (the “Tahoe
25 Property”). The Tahoe Property was Samuel’s main residence until his death. Wendy and
26 Stanley were raised in the house during the 1980s before they left for college. When Samuel

27 _____
28 ⁸ Paragraph A. of Article IV of the Issue Trust Agreement.

1 executed the Family Trust, the Tahoe Property was listed on Schedule A as property initially
2 conveyed to the Trust.⁹ The terms of the Family Trust specifically address the Tahoe Property
3 and Samuel's intention that the Tahoe Property be retained and administered as a separate trust
4 for the benefit of his wife and children.¹⁰ In this respect the Family Trust provides as follows:

5 The Lake Tahoe Residence and Residential Funds shall be
6 retained and administered as a separate trust for the benefit of the
7 Surviving Spouse and the Grantor's children who are living on
8 the date of death of the Grantor and shall be held, administered,
9 and distributed as hereafter provided.

10 On the death of the Grantor, ... [a]t the expiration of the six (6)
11 month period set forth in the preceding sentence, the Surviving
12 Spouse and each of the Grantor's living children shall have the
13 right to use and occupy the Lake Tahoe Residence, rent free, for
14 such equal periods throughout each calendar year ... until such
15 time as the Lake Tahoe Residence is sold.¹¹

16 The Family Trust further provided that upon the sale of the Tahoe Property, the sales proceeds
17 shall be divided in three (3) equal shares for the benefit of his children. It was clear Samuel
18 intended that all his children would benefit equally from the use of the Tahoe Property while it
19 was administered as an asset of the Trust and from the proceeds upon its sale.

20 37. On December 5, 2011, the Tahoe Property was apparently transferred from the
21 Family Trust to SSJ, LLC, a single member limited liability company wholly owned by
22 Samuel. Just over a year later, on December 28, 2012, Todd, as Manager of SSJ, LLC, signed
23 and recorded a purported Grant, Bargain and Sale Deed purportedly transferring the Tahoe
24 Property to Incline TSS, Ltd. This was done just days after Samuel had open heart surgery in
25 Los Angeles, California and while he was still in the hospital there. Wendy believes the
26 purported transfer to of the Tahoe Property to Incline TSS, Ltd. may be invalid and she may
27 contest such transfer, but does not have the information at this point to make such
28 determination. Wendy reserves the right to contest this transfer as she obtains additional

25 _____
26 ⁹ Schedule A of the Family Trust Agreement.

27 ¹⁰ Paragraphs D.2.a. and G. of Article II of the Family Trust Agreement.

28 ¹¹ Paragraphs G. and G.1. of Article II of the Family Trust Agreement (emphasis added).

1 information through.

2 38. At some point, Todd and his family purportedly acquired a forty-six percent
3 (46%) interest in the Tahoe Property. The Tahoe Property was worth approximately \$15
4 million at the time of Samuel's death. To acquire a nearly fifty percent (50%) interest in the
5 Tahoe Property would have required Todd and his family to make a substantial payment and
6 no such payment was ever made. Additionally, transferring an interest in the Tahoe property to
7 Todd and his children was contrary to Samuel's intention for the property and does not make
8 any sense. Samuel included specific provisions in the Family Trust to protect and preserve the
9 Tahoe Property for use by his wife and all his children so that all of his children would benefit
10 from the property equally. It is clear that Todd simply took the interest in the Tahoe Property
11 for himself and his family. Accordingly, Wendy contests and disputes that Todd and his
12 family validly acquired and own forty-six percent (46%) of the Tahoe Property and disputes
13 and contests the validity of any records that purport to establish such ownership.

14 39. When Samuel died just four (4) months after the purported transfer of the Tahoe
15 Property to Incline TSS, Ltd., Todd realized he could not or did not want to make his and his
16 families' portion of the payments owed on the approximately \$6 million loan on the Tahoe
17 Property. As a result, Todd came up with a scheme to pay down the debt with the funds from
18 the \$6 million life insurance policy payable to the Issue Trust. The day after Samuel died,
19 Todd approached Stanley and Wendy and told them they should agree to use the \$6 million in
20 insurance proceeds payable to the Issue Trust to pay down the Tahoe Property loan. Todd
21 represented to Stanley and Wendy that paying down the debt would benefit all three of them as
22 owners of the property. Stanley and Wendy were led to believe that the three of them would
23 own equal interests in the Tahoe Property after the paydown of the debt. Todd never disclosed
24 to Stanley and Wendy that he and his family had acquired an interest in the Tahoe Property and
25 it was no longer wholly owned by the Family Trust. As a result, Stanley and Wendy signed a
26 consent agreeing to Todd's proposal.

27 40. Stanley and Wendy later discovered that Todd and his family apparently,
28

1 directly or indirectly, acquired the forty-six percent (46%) interest in the Tahoe Property and
2 that the Issue Trust owned the remaining fifty-four percent (54%). If Todd and his family did
3 own forty-six percent (46%) of the Tahoe Property and had Todd been forthright and not
4 misleading about it, Wendy, and presumably Stanley, would have never agreed to Todd's
5 proposal to pay down the Tahoe Property loan with the insurance proceeds from the Issue
6 Trust. Under such circumstances, paying down the Tahoe Property debt only benefits Todd
7 and his family while harming Stanley and Wendy. Todd and his family received the benefit of
8 the debt reduction on their interest in the property without having to contribute any funds to
9 pay down the debt.

10 41. Meanwhile, Wendy and Stanley lost the benefit and use of the \$6 million in life
11 insurance proceeds. The debt payment eliminated the \$6 million in liquidity Samuel intended
12 the Issue Trust use to purchase, own and maintain houses and other property for his children
13 during their lifetimes. Wendy's and Stan's and the family's use of the Tahoe Property is
14 subject to the total and absolute control of Todd as purported part owner and sole Trustee of
15 the remaining ownership interest. Retaining the \$6 million in insurance funds in the Issue
16 Trust for the benefit of all three children was in the best interest of Stanley and Wendy, not
17 paying towards the debt on a property over which Todd claims control. Distributing such
18 funds to pay down the Tahoe Property debt was only in the best interest of Todd and his family
19 and just another instance of Todd's efforts to gain personally at the expense of Wendy and
20 Stanley and completely contrary to the intent of the Decedent. Additionally, Todd was and is
21 now in complete control of the Tahoe Property, by the forty-six percent (46%) interest he
22 allegedly purportedly acquired and because he was and is the sole Trustee of the portion of the
23 property not owned by him and his family. Todd, as the sole Trustee of the Issue Trust,
24 breached his fiduciary duties to Wendy and Stanley as beneficiaries of the Issues Trust.

25 42. Wendy admits that she and Stanley signed a consent allowing the use of the \$6
26 million in insurance proceeds, but first, the consent they signed was the result of
27 misrepresentations and fraud by Todd and possibly others and, second, the consent they signed
28

1 is not the purported consent attached to *Exhibit "7"* to the *Petition for Confirmation in Cause*
2 *No. PR17-00446*. Whatever consent Stanley and Wendy signed was based on representations
3 made by Todd that were false and were made to induce Stanley and Wendy to agree to the
4 proposed debt payment and should be found invalid, ab initio, and set aside.

5 43. The Purported Indemnification Agreements. Samuel S. Jaksick, Jr., Individually
6 as Trustee of the Family Trust, and on behalf of his representative, executors, trustees,
7 successors and assigns and Todd B. Jaksick and Dawn Jaksick, Individually, TBJ SC Trust and
8 TBJ Investment Trust, and on behalf of their representatives, executors, trustees, successors
9 and assigns purportedly executed the Indemnification and Contribution Agreement on January
10 1, 2008 (the "Purported Indemnification"). A copy of the purported Indemnification
11 Agreement is attached as *Exhibit "10"* to the *Petition for Confirmation in Cause No. PR17-*
12 *00445*. Although the Purported Indemnification was allegedly created and executed in 2008,
13 and requires Samuel and the Family Trust to pay and indemnify Todd individually for various
14 obligations of Todd, the Family Trust and family businesses, no one was aware of the
15 existence of the Purported Indemnification until Todd produced it approximately two (2) years
16 after Samuel's death, when it became convenient for Todd to attempt to explain, allow or
17 exonerate his bad acts or bogus payments to himself or his avoidance of his obligations and
18 expenses. If such an agreement existed prior to Todd producing it, Stanley, Wendy, the
19 attorneys for the Trusts and the accountant would have known about it and Todd's reliance on
20 it long before Todd produced it. Wendy contends that the Purported Indemnification is invalid
21 because it was forged, altered or manufactured by Todd and possibly others and contests same
22 and contends it is not binding on anyone or the Family Trust. Wendy also contests all
23 transactions that occurred or obligations Todd avoided as a result of the Purported
24 Indemnification as such are invalid and should be set aside or, in the case of obligations Todd
25 avoided, such obligations should be enforced.

26 44. It appears Todd manufactured the purported Indemnification Agreement and is
27 using it to pay off any obligations he incurs in relation to the Trusts in addition to his personal
28

obligations. The purported Indemnification Agreement attached as *Exhibit "10"* to the *Petition for Confirmation in Cause No. PR17-00445* has, apparently, been used by Todd and his family to fund his lifestyle, and includes the payment by the Family Trust of personal obligations of Todd including, but not limited to the following:

- a. Home Loan – WAMU: Mortgage Loan for 4505 Alpes Way in favor of Wells Fargo in the original principal amount of \$1,435,000.00 with monthly payments of \$7,281.67 with Todd, individually, as the 100% responsible party;
- b. Line of Credit: Home Equity in favor of Wells Fargo: The original principal amount of \$485,000.00 with approximate monthly payments of \$1,400.00 with Todd, individually, as the 100% responsible party;
- c. Mortgage Construction Loan in Favor of First Independent Bank: The original principal amount of \$3,060,000.00 with monthly payment on the 1st of each month of \$5,774.00 with maturity date of August 1, 2008, with Todd, individually, as the 100% responsible party; and
- d. Cadillac automobile loan: Note in favor of GMAC in the original principal amount of \$33,600.00 with monthly payments of \$700.00 due on the 20th of each month with maturity date of May 20, 2010, with Todd, individually, as the 100% responsible Party.

The Purported Indemnification Agreement attached as *Petition for Confirmation in Cause No. PR17-00445* further indicates that all of these personal obligations have been paid off. Accordingly, Todd appears to be relying on the Purported Indemnification as authority to use the Family Trust as his personal piggybank at the expense of the Family Trust and the beneficiaries. Todd never bothered in any capacity to inform Wendy of any such transactions prior to them occurring. These were all Todd's transactions by Todd that materially affected the interest of Wendy and Stanley.

45. Additionally, based on information and belief, Todd appears to be acquiring property of the Trusts, directly or indirectly, and paying for such property with a note instead

1 of cash. Todd then, apparently, uses the Purported Indemnification to avoid the obligation to
2 repay the note, ultimately acquiring the property without ever paying for it or forcing the
3 Family Trust to pay for it. Based on information and belief, it appears Todd used this scheme
4 when he acquired Samuel's cattle after his death. Based on information and belief, it also
5 appears Todd has acquired other trust property, including valuable water rights, this way, sold
6 the property to third-parties and then avoided or cancelled the note he used to acquire the
7 property and retained the money he received from the sale to the third-party.

8 46. Wendy was very recently informed that an alleged Indemnification and
9 Contribution Agreement similar to Todd's may have been executed in favor of Stanley
10 ("Stanley's Purported Indemnification"). Because Wendy believes that she and other family
11 members would have been aware of any such indemnity agreement long before now, pending
12 the discovery of additional information concerning same, Wendy contends any such Indemnity
13 Agreement is invalid and contests same.

14 47. Sale of Bright Holland, Co. Property. In 2016, Todd negotiated the sale of
15 certain property owned by Bright Holland, Co. known as the Fly Ranch (the "Fly Ranch
16 Property") to the Burning Man Project. It is believed that Fly Ranch Property sold for \$6.5
17 million. Wendy was never informed concerning the proposed sale and only learned of the sale
18 when she read about it in the news. Wendy was told she has a thirteen percent (13%) interest
19 in Bright Holland through her interest in the Wendy A. Jaksick 2012 BHC Family Trust, which
20 was apparently established by Samuel on December 17, 2012 (the "BHC Family Trust"). At
21 the time the BHC Family Trust was created, it was funded with thirteen shares of Bright
22 Holland, Co. stock accordingly to the trust agreement's schedule of assets. It is Wendy's
23 understanding that similar trusts were established for Todd and Stanley, and each child had an
24 equal amount of shares and interest in Bright Holland, Co.

25 48. Despite the substantial amount of funds received by the sale of the Fly Ranch
26 Property, the Trustee of the BHC Family Trust refused and continues to refuse to use any of
27 the funds for Wendy's benefit despite repeated requests by Wendy for distributions needed for
28

1 her and her family's living expenses. Instead, Wendy was told the proceeds from the sale
2 would be held in escrow for the potential purchase of replacement property or would be used to
3 pay down debt. Apparently, Todd made the decision that no funds would be distributed to or
4 for Wendy's benefit from the sale despite his awareness that Wendy desperately needed the
5 funds for her and her family's living expenses. The is consistent with and appears to be a part
6 Todd's ongoing efforts and his scheme to minimize distributions to Wendy in order to starve
7 her and her family and force her to agree to a settlement of her interests in the Trusts for
8 substantial discounted sum. Todd clearly let his personal disdain for Wendy and her family in
9 his Individual capacity taint his judgment and ability to act in Wendy and her family's best
10 interest as her Trustees; and irreconcilable conflict of interest and bias. Additionally, Kevin, in
11 his Individual and Trustee capacities, has simply followed Todd's lead and failed to act in
12 Wendy's best interest.

13 49. Sale of Bronco Billy's Casino. Based information and belief, Samuel, through
14 the Family Trust, owned an eighteen percent (18%) interest in Bronco Billy's Casino ("Bronco
15 Billy's"). In 2015, Bronco Billy's was apparently sold for approximately \$30 million, netting
16 approximately \$5.4 million for the Family Trust's interest. Wendy expected her share of the
17 Family Trust would substantially benefit from its one-third interest in the sale proceeds.
18 However, despite Samuel's interest being held in the Family Trust, it was represented to
19 Wendy that she and her share of the Family Trust did not have an interest in Bronco Billy's.
20 Instead, apparently Todd and Stanly, directly or in trust, each owned fifty percent (50%) of
21 Samuel's interest in Bronco Billy's at the time of the sale. When Wendy complained about the
22 Bronco Billy's transaction, she was told she did not have an interest in Bronco Billy's and she
23 and her share of the Family Trust were not entitled to any of the proceeds of the sale because
24 she did not have a gaming license from the Colorado Division of Gaming; a ridiculous
25 response. In essence, Todd and Stanley stole Wendy's interest in the Trust and, in turn, in the
26 sale proceeds from Bronco Billy's.

27 50. This explanation makes no sense unless Samuel's eighteen percent (18%)
28

1 interest in Bronco Billy's was transferred out of the Family Trust to Todd and Stanley before
2 the sale. If the sale occurred while the interest was held in Trust, the proceeds of the sale
3 would be paid to the Trust and equally apportioned between the children's share of the Trust,
4 without regard to any Colorado gaming license. The Family Trust owned the interest in
5 Bronco Billy's and would have received the proceeds of the sale, not Wendy in her individual
6 capacity; accordingly, there would be no reason Wendy or any of them would need a gaming
7 license. If, however, the interest was transferred out of the Family Trust before the sale, then
8 Todd and Stanley would have wrongly received a substantial benefit from the Family Trust at
9 the expense of Wendy's interest. Todd and Stanley could not have ended up with one-hundred
10 percent (100%) ownership in the interest in Bronco Billy's without wrongfully taking Wendy's
11 share of the Trust. They had to take her interest away from her without telling her. Such
12 action by the Co-Trustees would be a, per se, breach of the Trust Agreement and a breach of
13 their fiduciary duties to Wendy, unless her share of the Trust received other property in an
14 amount equal in value and liquidity.

15 51. Despite Wendy's requests, Co-Trustees have further breached their fiduciary
16 duties to Wendy by refusing to provide her with full disclosure and an accounting concerning
17 the Bronco Billy's transaction. She still does not know all of the details of the sale and the
18 transaction. Wendy has never received confirmation of what happened to the Family Trust's
19 interest in Bronco Billy's or that her share of the Family Trust was made whole as a result of
20 the Bronco Billy's sale, and, therefore, reasonably believes that it was not made whole.

21 52. This transaction is perfect example of the Co-Trustees' continued efforts to
22 manipulate the Family Trust and its property and to use their position of authority and control
23 over same for their personal benefit at the expense of the Trust, the beneficiaries of the Trust
24 and, particularly, at the expense off Wendy and her family. It is also consistent with and
25 appears to be a part of the Co-Trustees' ongoing scheme to minimize distributions to Wendy in
26 an effort to force her to agree to settle her interest in the Trusts.

27 53. The Purported Second Amendment to the Family Trust. On December 10, 2012,
28

Samuel S. Jaksick, Jr. purportedly executed the Purported Second Amendment. Although the Purported Second Amendment was allegedly executed in 2012, Wendy was not aware of its existence until it was produced to her after she retained counsel in 2016. The Purported Second Amendment, like many other documents created during Todd's involvement with Samuel's Trusts and various businesses, came out of nowhere and is appears to be contrary to Samuel's intent concerning Wendy as expressed by Samuel over the years.

54. Based on Wendy's understanding of Samuel's intent, she does not believe Samuel would have or did sign the Purported Second Amendment. It is Wendy's understanding that Samuel's secretary often signed Samuel's name on documents when Samuel was not present, and Todd or someone on Todd's behalf signed Wendy's and her daughter's name on documents related to the Trusts. Additionally, there are numerous documents related the Trusts, the administration of the Trusts and Samuel's businesses Wendy believes Todd manufactured after the fact to suit his needs. Accordingly, based upon information and belief, Wendy believes the Purported Second Amendment may be invalid and she may contest it. However, at this time, Wendy does not have sufficient information to proceed with a contest of the Purported Second Amendment. Wendy reserves the right to amend this *Counter-Petition* to contest the validity of the Purported Second Amendment once she obtains information necessary to fully evaluate such claim.

CAUSES OF ACTION

Count 1: Breach of Fiduciary Duties.

55. Wendy incorporates by reference the foregoing paragraphs 1 through 54 as if fully stated herein.

56. "The fiduciary obligations of a trustee are great."¹² "Perhaps the most fundamental duty of a trustee is that he must display throughout the administration of the trust complete loyalty to the interests of the beneficiary and must exclude all selfish interest and all

¹² *Riley v. Rockwell*, 103 Nev. 698, 701, 747 P.2d 903, 905 (1987).

consideration of the interests of third persons.”¹³

57. In Nevada a "trustee is a fiduciary who must act in good faith and with fidelity to the beneficiary of the trust. He should not place himself in a position where it would be for his own benefit to violate his duty to the beneficiary.”¹⁴ Said fiduciary duties, include, but are not limited to, the duty of full disclosure,¹⁵ fidelity,¹⁶ fairness, loyalty, avoidance of self-dealing and utmost good faith.

58. NRS 164.015(1) provides that "[t]he court has exclusive jurisdiction of proceedings initiated by the petition of an interested person concerning the internal affairs of a nontestamentary trust. Proceedings which may be maintained under this section are those concerning the administration and distribution of trusts, . . . including petitions with respect to a nontestamentary trust for any appropriate relief provided with respect to a testamentary trust in NRS 153.031."

59. N.R.S. 153.031 provides that a "beneficiary may petition the court regarding any aspect of the affairs of the trust, including: . . . (g) Instructing the trustee; (h) Compelling

¹³ BOGERT, TRUSTS AND TRUSTEES § 543 (2d ed. 1992); *see also* 76 AM. JUR. 2D TRUSTS § 349 (2010) ("A trustee is a fiduciary of the highest order and is required to exercise a high standard of conduct and loyalty in the administration of the trust.").

¹⁴ *Bank of Nevada v. Speirs*, 95 Nev. 870, 874, 603 P.2d 1074, 1077 (1979).

¹⁵ *See, e.g., Blue Chip Emerald LLC*, 299 A.D.2d 278, 279 (N.Y. 2005) ("[W]hen a fiduciary, in furtherance of its individual interests, deals with the beneficiary of the duty in a matter relating to the fiduciary relationship, the fiduciary is strictly obligated to make 'full disclosure' of all material facts."). *See also Zastrow v. Journal Communications, Inc.*, 718 N.W.2d 51, 61 (Wis. 2006) ("[I]f a trustee does not make a full disclosure of material facts to a beneficiary, that conduct is a breach of the trustee's duty of loyalty. . . The law concludes this breach is intentional."); *Flippo v. CSC Associates III, L.L.C.*, 547 S.E.2d 216, 222 (Va. 2001) (Even if a fiduciary's actions are legal, he is in breach when his legal actions are for his own benefit and not for the beneficiary); *Taylor v. Nationsbank Corp.*, 481 S.E.2d 358, 361 (N.C. Ct. App. 1997) (Found many courts "have determined that a trustee has a duty of full disclosure of all material facts for the protection of a beneficiary's present and future interests in the trust.") (citations omitted); *Huie v. DeShazo*, 922 S.W.2d 920, 923 (Tex. 1996) (Trustees owe beneficiaries "a fiduciary duty of full disclosure of all material facts known to them that might affect [the beneficiaries'] rights.") (citations omitted); *Lind v. Webber*, 134 P. 461, 466 (Nev. 1913).

¹⁶ *Bank of Nevada*, 95 Nev. at 873, 603 P.2d at 1076 ("A testamentary trustee is a fiduciary who must act in good faith and with fidelity to the beneficiary of the trust. He should not place himself in a position where it would be for his own benefit to violate his duty to the beneficiary").

1 the trustee to report information about the trust or account, to the beneficiary; . . . (q)
2 Compelling compliance with the terms of the trust or other applicable law; . . ."

3 60. Similarly, N.R.S. 163.115 provides that "[i]f a trustee commits or threatens to
4 commit a breach of trust, a beneficiary or cotrustee of the trust may maintain a proceeding
5 for any of the following purposes that is appropriate: (a) To compel the trustee to perform
6 his or her duties; (b) To enjoin the trustee from committing the breach of trust; . . . (f) to set
7 aside the acts of the trustee; . . ."

8 61. Moreover, a party who knowingly participates in another's breach of fiduciary
9 duty may be liable for breach as a joint tortfeasor.¹⁷ Indeed, trustees are liable to beneficiaries
10 for the actions undertaken by a co-trustee unless they expressly disavow in writing and/or
11 attempt to prevent such breach. See N.R.S. 163.100.

12 62. The Trustees breached their fiduciary duties owed to Wendy by failing to fully
13 disclose and inform Wendy of all matters that materially affected the Trusts and the
14 beneficiaries at every step of their administration of the Trusts, by failing to act in the best
15 interest of the Trusts and their beneficiaries, by placing their own interests over and above the
16 interests of the Trusts and the beneficiaries, by self-dealing, by not being truthful, by failing to
17 act in good faith, by misrepresenting and deliberately withholding and refusing to provide
18 information and documents, by failing to timely and adequately account, by exhibiting extreme
19 carelessness, hostility and bias towards Wendy and her family and by acting in bad faith,
20 intentionally and with reckless indifference to the interests of the Trust and its beneficiaries
21 and by misappropriating assets of the Trusts. Such breaches have caused actual damages to the
22 Estate and its beneficiaries.

23 63. At a minimum, Trustees breached the following duties: (i) duty of full
24

25 ¹⁷ See *Kinzbach Tool Co. v. Corbett-Wallace Corp.*, 160 S.W.2d 509, 514 (Tex. 1942) (A party
26 who knowingly participates in another's breach of fiduciary duty may be liable for the breach as a
27 joint tortfeasor); RESTATEMENT (SECOND) OF TRUSTS § 326 (1959) ("A third person who,
28 although not a transferee of trust property, has notice that the trustee is committing a breach of trust
and participates therein is liable to the beneficiary for any loss caused by the breach of trust.");
BOGERT, TRUSTS AND TRUSTEES § 543 (2d ed. 1992) (Person who knowingly aids trustee in
committing a breach of his duties is liable to the beneficiary).

disclosure, (ii) duty of loyalty/fidelity, (iii) duty to not self-deal, (iv) duty of good faith and fair dealing and to not take advantage of their beneficiaries and (v) misappropriation of trust assets

64. Accordingly, as a direct violation of the Trustees' breaches and conduct, Wendy is entitled to surcharge the Trustees for damages resulting from such breaches and actions, the amount of which will be proven at trial.¹⁸ The gamesmanship of the Trustees, and particularly Todd, and their complete disregard for Wendy, her rights, constitutes a breach of fiduciary duty, conspiracy and aiding and abetting. Accordingly, Wendy is entitled to surcharge the Trustees for damages resulting from such breaches and actions.

Count 2: Failure to Disclose and Adequately Account to Compel Accounting.

65. Wendy incorporates by reference the foregoing paragraphs 1 through 64 as if fully stated herein.

66. The law clearly and unequivocally imposes a duty upon a trustee to provide clear and accurate accounts with respect to his administration of the Trust to the Trust's beneficiaries. *See, e.g.*, RESTATEMENT OF TRUSTS (Second) § 172. A beneficiary's right to an accounting is founded upon the fiduciary relationship that exists between the beneficiaries and the trustee. Indeed, courts recognize that:

As a general matter of equity, the existence of a trust relationship is accompanied as a matter of course by the right of the beneficiary to demand of the fiduciary a full and complete accounting at any proper time. . . . The scope of each accounting depends of course upon the circumstances of the individual case, and, as a general rule should include all items of information in which the beneficiary has a legitimate concern.

67. Pursuant to NRS 165.135, a trust accounting is required to contain the following information:

¹⁸ *See, e.g.*, RESTATEMENT (THIRD) OF TRUSTS § 70(b) (2007). *See also Pierce v. Lyman*, 3 Cal. Rptr. 2d 236, 241 (Cal. Ct. App. 1991) (Recognizing that "[t]he beneficiaries of a trust may sue a trustee to recover profits or recoup losses resulting from a trustee's breach of the duty of loyalty, the duty to avoid conflicts of interest, the duty to control and preserve trust property, the duty to make trust property productive and the duty to dispose of improper investments).

1. An Account must include:
 - a. A statement indicating the accounting period;
 - b. With respect to the trust principal:
 - i. The trust principal held at the beginning of the accounting period, and in what form held, and the approximate market value thereof at the beginning of the accounting period;
 - ii. Additions to the trust principal during the accounting period, with the dates and sources of acquisition;
 - iii. Investments collected, sold or charged off during the accounting period;
 - iv. Investments made during the accounting period, with the date, source and cost of each investment;
 - v. Any deductions from the trust principal during the accounting period, with the date and purpose of each deduction; and
 - vi. The trust principal, invested or uninvested, on hand at the end of the accounting period, reflecting the approximate market value thereof at that time;
 - c. With respect to trust income, the trust income:
 - i. On hand at the beginning of the accounting period, and in what form held;
 - ii. Received during the accounting period, when and from what source;
 - iii. Paid out during the accounting period, when, to whom and for what purpose; and
 - iv. On hand at the end of the accounting period and how invested;
 - d. A statement of unpaid claims with the reason for failure to pay them; and
 - e. A brief summary of the account, which must include:
 - i. The beginning value of the trust estate:
 - a. For the first accounting, the beginning value of the trust estate shall consist of the total of all original assets contained in the beginning inventory.
 - b. For accountings other than the first account, the beginning value of the trust

estate for the applicable accounting period must be the ending value of the prior accounting.

- ii. The total of all receipts received during the accounting period, excluding capital items.
- iii. The total of all gains on sales or other disposition of assets, if any, during the accounting period.
- iv. The total of disbursements and distributions during the accounting period.
- v. The total of all losses on sales or other disposition of assets, if any, during the accounting period.
- vi. The total value of the trust assets remaining on hand at the end of the accounting period.

2. A summary of the account pursuant to paragraph (e) of subsection 1 must be in substantially the following form:

...

3. In lieu of segregating the report on income and principal pursuant to subsection 1, the trustee may combine income and principal activity in the account so long as the combined report on income and principal does not materially impeded a beneficiary's ability to evaluate the charges to or credits against the beneficiary's interest.

68. The Counter-Respondents have failed to fully disclose and account to Wendy for many years. The purported "Trust Accountings" included with the *Petition for Confirmation in Cause No. PR17-00445* and the *Petition for Confirmation in Cause No. PR17-00445* do not satisfy the statutory requirements, and, as result, the Trustees have failed their obligations under Nevada law. Additionally, it is impossible to evaluate and/or fully understand the Trust assets and Trust administration without the records and information relied on to prepare the purported "Trust Accountings."

69. Despite Wendy's objections to the "Trust Accountings" and the Trustees' failure to provide her with the backup for the Trust Accountings, the Trustees have made no effort to amend or supplement the accountings to comply with Nevada law or to provide Wendy with the support and additional information necessary for Wendy to fully understand the Trust Accountings and the Trustees' administration of the Trusts. As a result, Trustees have breached and continue to breach their fiduciary duties of full disclosure and the resulting

attorneys' fees and costs are damaging Wendy and the Trusts.

70. The Trustees should be compelled to prepare and file accountings for each Trusts that comply with the statute and provide Wendy and the other beneficiaries a full understanding of the assets and administration of the Trusts. Additionally, the Trustees breaches of fiduciary duty of full disclosure and to render proper statutory accountings for the Trusts, warrant this Court entering an order surcharging the Trustees.

Count 3: Civil Conspiracy and Aiding and Abetting.

71. Wendy incorporates by reference the foregoing paragraphs 1 through 70 as if fully stated herein.

72. "[C]ivil conspiracy is a combination of two or more persons who, by some concerted action, intend to accomplish some unlawful objective for the purpose of harming another which results in damage."¹⁹ "[L]iability attaches for civil aiding and abetting if the defendant substantially assists or encourages another's conduct in breaching a duty to a third person."²⁰ Furthermore, NRS 163.110 holds trustees equally liable for actions of co-trustees.

73. Wendy asserts that the Trustees, acting in their Individual and Trustee capacities, have conspired and/or aided and abetted the Trustees to the extent they undertook any actions, which resulted in a breach of the Trustees' fiduciary duties. As a direct violation of the Trustees' breach of fiduciary duties, the other Trustees, in their Trustee capacities or in their individual capacities, are liable to Wendy for damages resulting from the Trustees' breaches, the amount of which will be proven at trial.

74. To the extent Kevin claims he had resigned as Co-Trustee of the Family Trust or the BHC Family Trust and was not serving as Trustee of these Trusts at the time any of the acts complained of herein occurred is of no significance. Wendy asserts that the Trustees and Kevin, acting as in his individual capacity, conspired and/or aided and abetted the

¹⁹ *Collins v. Union Federal Sav. & Loan Ass'n*, 99 Nev. 284, 303, 662 P.2d 610, 622 (1983).

²⁰ *Dow Chemical Co. v. Mahlum*, 114 Nev. 1468, 1490, 970 P.2d 98, 112 (1998), *disapproved on other grounds by GES, Inc. v. Corbitt*, 117 Nev. 265, 21 P.3d 11 (2001).

Trustees to the extent he undertook any actions, which resulted in a breach of the Trustees' fiduciary duties. Kevin, in his individual capacity, is liable to Petitioner for damages resulting from the Trustees breaches, the amount of which will be proven at trial.

75. For the additional reasons as set forth herein, the Trustees, in their Individual and Trustee capacities, are further liable to Wendy for civil conspiracy and aiding and abetting, the amount of damages, of which, will be proven at trial.

Count 4: Aiding and Abetting Breaches of Fiduciary Duty.

76. Wendy incorporates by reference the foregoing paragraphs 1 through 75 as if fully stated herein.

77. The Trustees each had a fiduciary relationship with relationship, and owed fiduciary duties to, Wendy.

78. The Counter-Respondents were aware of the fiduciary relationships each of the Trustees had with Wendy as well as the fiduciary duties each of the Trustees owed to Wendy.

79. The Counter-Respondents knew or should have known that each of the Trustees breached their fiduciary duties to Wendy.

80. The Counter-Respondents provided substantial assistance to each other in breaching their fiduciary duties by, among other things, aiding, abetting, participating in and/or assisting with their fraudulent actions/statements and other wrongful conduct.

81. The Counter-Respondents acted intentionally and/or in concert with each other to provide substantial assistance in each Trustees' breaching of their fiduciary duties toward Wendy.

82. As a direct and proximate result of the actions of Counter-Respondents, Wendy has been substantially damaged.

Count 5: Actual Fraud.

83. Wendy incorporates by reference the foregoing paragraphs 1 through 82 as if fully stated herein.

84. The elements of intentional misrepresentation are: (1) A false representation

made by the defendant; (2) defendant's knowledge or belief that its representation was false or that defendant has an insufficient basis of information for making the representation; (3) defendant intended to induce plaintiff to act or refrain from acting upon the misrepresentation; and (4) damage to the plaintiff as a result of relying on the misrepresentation.²¹

85. Todd, in his Individual and Trustee capacities, made material and intentional misrepresentations to Wendy, which were false, which Todd knew were false when made, which were intended to be acted upon by Wendy, were relied upon by Wendy and resulted in damages to Wendy.

86. Wendy has suffered injury and has been damaged by Todd's efforts, actions and fraudulent conduct, and these damages were directly caused by such actions and due to Wendy's reliance on Todd's misrepresentations and false representations. Todd, in his Individual and Trustee capacities, should be held liable for all damages resulting therefrom.

87. The purported consent, in which Wendy and Stanley agreed to pay down the Tahoe Property loan with the \$6 million in life insurance proceeds, was executed as the result of one or more intentional misrepresentations made by Todd, in his Individual and Trustee capacities, to Wendy and Stanley, and, therefore, should be set aside and declared void as if it were never signed.

Count 6: Removal of Trustees and Appointment of Independent Trustee(s).

88. Wendy incorporates by reference the foregoing paragraphs 1 through 87 as if fully stated herein.

89. N.R.S. 156.070 provides for the removal and appointment of Trustees as follows:

The trustee shall, when directed by the court, account to it for all his or her acts as trustee, and the court may, from time to time, upon good cause shown, remove any trustee, and appoint another in his or her place.

90. Wendy requests the Trustees be removed by the Court for the breaches of

²¹ *Barmettler v. Reno Air, Inc.*, 114 Nev. 441, 447, 956 P.2d 1382, 1386 (1998).

1 fiduciary duties and other actions described herein, as well as, their strong bias against Wendy
2 and her family that has created an irreconcilable conflict in their administration of the Trusts.
3 Upon the Trustees removal, Wendy requests the Court appoint Nevada State Bank, the
4 successor trustee named in Article IV, Paragraph A(1) of the Family Trust, or some other
5 qualified independent trustee(s).

6 **Count 7: Unjust Enrichment and Constructive Trust.**

7 91. Wendy incorporates by reference the foregoing paragraphs 1 through 90 as if
8 fully stated herein.

9 92. “Unjust enrichment occurs whenever a person has and retains a benefit which in
10 equity and good conscience belongs to another. Unjust enrichment is the unjust retention of a
11 benefit to the loss of another, or the retention of money or property of another against the
12 fundamental principles of justice or equity and good conscience.”²²

13 93. Trustees took actions in the administration of the Trusts that resulted in Trustees
14 receiving personal benefits and control of property of the Trusts. Because of such actions,
15 breaches of fiduciary duty, the misapplication of property of the Trusts, the creation and
16 reliance on invalid Purported Indemnification and other invalid documents; Todd, in his
17 Individual and Trustee capacities, and persons acting on his behalf and others fraudulently
18 inducing Wendy and/or Stanley to sign purported documents; and because of the fiduciary
19 and/or confidential relationship between Trusts and Wendy, a constructive trust, for the benefit
20 of the Trusts and/or Wendy, should be imposed upon any benefit or property acquired as a
21 result of the transactions described herein or any unfair transaction with the Trusts, because
22 Todd, Todd’s family, Stanley, Michael, Kevin and possibly others have been unjustly enriched.

23 **Count 8: Trustees Should be Precluded from Using Assets of the Trust to Defend this**
24 **Matter.**

25 94. Wendy incorporates by reference the foregoing paragraphs 1 through 93 as if
26 fully stated herein.

27
28 ²² *Nevada Indus. Dev., Inc. v. Benedetti*, 103 Nev. 360, 363, 741 P.2d 802, 804 (1987).

95. A trustee is not entitled to payment of attorney's fees and expenses of litigation from the assets of the trust when the trustee breached the trust, unless a benefit was conferred upon the trust as a result of the trustee's actions.²³ As demonstrated herein, the Trustees have, at a minimum, breached the following duties (i) duty of full disclosure, (ii) duty of loyalty/fidelity, (iii) duty to not self-deal, (iv) duty of good faith and fair dealing and to not take advantage of their beneficiaries and (v) misappropriation of trust assets. Trustees defense of such actions, which are all the fruits of their own illegal and fraudulent conduct, is done in bad-faith and without just cause. Additionally, it is clear based on the Trustees actions that hold a strong bias against Wendy and her family that has created an irreconcilable conflict in their administration of the Trusts. Based on the numerous breaches of fiduciary duty and conflicts of interest, it is in the best interests of the Trusts that any and all attorney's fees and costs incurred by the Trustees, in their Individual and Trustee capacities, in defending this matter be paid from the Trustees' own personal resources and not assets of the Trusts, as they are the only persons that would benefit from using trust assets to defend their wrongful and self-serving actions.²⁴

²³ See, e.g., *Estate of Bowlds*, 120 Nev. 990, 102 P.3d 593 (Dec. 2004) (Citing *Matter of Estate of Rohrich*, 496 N.W.2d 566, 571 (N.D. 1993) (An attorney's services must benefit the estate to justify compensation from estate assets)). See also *Gump*, 1 Cal. App.4th at 605, 2 Cal.Rptr.2d at 278.

²⁴ "In the court's discretion, fees incurred by the trustee in defending against a beneficiary's claim of breach [of duty] may not be payable from the trust during the pendency of the litigation." Bogert's Trusts and Trustees § 971 (footnote omitted).

See also *Sierra v. Williamson*, 784 F. Supp. 2d 774, 777 (W.D. Ky. 2011) ("[W]hether a trustee is entitled to attorney's fees from the trust corpus is not a matter of right, but is warranted where the trustees were not at fault in the litigation and the amount of attorney expenses was reasonable . . . the Court believes that the proper procedure is to allow [the trustees] to seek reimbursement from the Trust after the conclusion of this case, assuming [the trustees] are successful and their expenses reasonable."

See also *Sierra*, 784 F. Supp. 2d at 778 ("Delaying reimbursement of trustees until after litigation is warranted because 'the need to protect beneficiaries from self-interested trustees outweighs the innocent trustee's need for immediate payment of its attorney's fees.'" (citation omitted).

See also *Wells Fargo Bank v. Sup. Ct.*, 22 Cal. 4th 201, 213 n.4, 990 P.2d 591, 599 ri.4 (2000) ("The better practice may be for a trustee to seek reimbursement after any litigation with beneficiaries concludes, initially retaining separate counsel with personal funds."). See, also, *Jacob v. Davis*, 128 Md. App. 433, 466, 738 A.2d 904, 921 (1999) ("The general rule is that at

1 96. In the instant case, the actions of the Trustees, in their Individual and Trustee
2 capacities, are so intertwined that it would be extremely difficult to segregate out the legal
3 services being provided between the various capacities. Additionally, the Trustees have
4 significant wealth and otherwise have the means to defend themselves in this matter.

5 97. To authorize the Trustees to utilize assets of the trust to defend themselves in
6 this matter would further deplete the assets of the Trusts. This is also true in light of the fact
7 that the Trusts have been drained of liquid assets by the Trustee breaches of fiduciary duties
8 and payment of Todd's obligations under the Purported Indemnity Agreement that has been
9 contested.

10 98. As such, the Trustees, in their Individual and Trustee capacities, should not only
11 be precluded from continuing to pay their legal fees from the Trusts, but they also should be
12 compelled to reimburse the Trusts for all legal fees paid to date.

13 **Count 9: Disgorgement of Trustee Fees.**

14 99. Wendy incorporates by reference the foregoing paragraphs 1 through 98 as if
15 fully stated herein.

16 N.R.S. 153.031(3) provides:

17 If the court grants any relief to the petitioner, the court may, in
18 its discretion, order any or all of the following additional relief
19 if the court determines that such additional relief is appropriate
20 to redress or avoid an injustice:

- 21 (a) Order a reduction in the trustee's compensation.
22 (b) Order the trustee to pay to the petitioner or any other
23 party all reasonable costs incurred by the party to adjudicate the
24 affairs of the trust pursuant to this section, including, without
25 limitation, reasonable attorney's fees. The trustee may not be
26 held personally liable for the payment of such costs unless the
27 court determines that the trustee was negligent in the
28 performance of or breached his or her fiduciary duties.

100. Wendy believes that the Trustees' have been paying themselves trustee's

trustee is entitled to attorneys' fees paid from the trust *if it successfully defends* an action brought by the beneficiary.") (citations omitted; emphasis added); Restatement (Third) of Trusts § 88, cmt. d ("*To the extent the trustee is successful* in defending against charges of misconduct, the trustee is normally entitled to indemnification for reasonable attorneys' fees and other costs") (emphasis added).

1 compensation.

2 101. Based upon the various breaches of fiduciary duties as set forth herein, this
3 Court should enter an order requiring Family Co-Trustees' and Issue Co-Trustee's to disgorge
4 any and all trustee compensation they have been paid.

5 102. Clearly, the Trustees' actions in engaging litigation counsel and incurring
6 significant legal fees, does not benefit the Trusts and does not amount to good faith based on
7 the Trustees' various breaches of fiduciary duties as set forth herein. This Court should compel
8 the Trustees to obtain reimbursement on behalf of the Trusts of the entire retainers paid to their
9 litigation counsel from the Trusts.

10 103. Additionally, such conduct constitutes a further breach by yet again depriving
11 the Trust of the use of such funds.

12 **Count 10: Contest of Purported Consent Agreement.**

13 104. Wendy incorporates by reference the foregoing paragraphs 1 through 103 as if
14 fully stated herein.

15 105. NRS 30.030 and NRS 30.040 provide that any person whose rights, status or
16 other legal relations are affected by contract may have determined any question of construction
17 or validity arising under the contract and obtain a declaration of rights, status or other relations
18 thereunder

19 106. Wendy contests the purported consent attached to *Exhibit "7"* to the *Petition for*
20 *Confirmation in Cause No. PRI7-00446* (the "Purported Consent"), because it is not the
21 version of the consent that she signed, or, in the alternative, it was signed based on
22 representations made by Todd, in his Individual and Trustee capacities, that were false and
23 were made to induce Stanley and Wendy to agree to the proposed debt payment. As a result,
24 the Purported Consent should be found invalid, ab initio, and set aside.

25 107. Wendy also contests all actions taken by Todd, in his Individual and Trustee
26 capacities, associated with the Purported Consent and requests the Court declare all such
27 actions invalid.

Count 11: Contest of Purported Indemnity Agreement.

108. Wendy incorporates by reference the foregoing paragraphs 1 through 107 as if fully stated herein.

109. NRS 30.030 and NRS 30.040 provide that any person whose rights, status or other legal relations are affected by contract may have determined any question of construction or validity arising under the contract and obtain a declaration of rights, status or other relations thereunder.

110. Wendy contests the Purported Indemnification Amendment and contends it should be should be set aside and declared invalid because it was manufactured and forged by Todd or someone at Todd's behest and was never signed by Samuel.

111. Wendy also contests all actions taken by Todd, in his Individual and Trustee capacities, under the Purported Indemnification and all transactions that occurred or obligations Todd, in his Individual and Trustee capacities, avoided as a result of the Purported Indemnification and requests the Court declare all such are invalid and should be set aside or, in the case of obligations of Todd that were avoided, in either his Individual and Trustee capacities, such obligations should be enforced.

Count 12: Wendy is Entitled to be Awarded Attorneys' Fees and Costs.

112. Wendy incorporates by reference the foregoing paragraphs 1 through 111 as if fully stated herein

113. Wendy is additionally entitled to recover damages, including attorneys' fees and costs incurred by her to avoid, minimize, or reduce the damage caused by wrongful conduct of the Trustees. NRS 153.031(3)(b) and 164.005 provide that if the court grants any relief to a beneficiary, the court may order the trustee to pay the beneficiary all reasonable costs incurred by petitioner to adjudicate the affairs of the trust, including, without limitation, reasonable attorney's fees, and the trustee may be held personally liable for the payment of such costs if the trustee was negligent in the performance of his or her fiduciary duties.

114. This remedy is warranted given that the Trustees' blatant breaches of fiduciary duties and refusals to remedy such breaches, including failing to properly account, have cost Wendy substantial attorneys' fees and costs. As a result, this Court should award Wendy's attorneys' fees and costs from the Trustees' personal assets as contemplated by Nevada law or, in the alternative, from the Trusts.

115. Wendy is also entitled to recover costs incurred in pursuing declaratory relief sought herein related the documents, Trusts and administration/construction of the Trusts. NRS 30 and 30.120.

Count 13: Declaratory Judgment – No Contest Provision

116. Wendy incorporates by reference the foregoing paragraphs 1 through 116 as if fully stated herein.

117. NRS 30.030 and NRS 30.060 provide that any person interested as or through a trustee in the administration of a trust may have a declaration of rights or legal relations in respect thereto to direct the trustees to do or abstain from doing any particular act in their fiduciary capacity or to determine any question arising in the administration of a trust, including questions of the construction of trusts and other writings. NRS 30.060.

118. The following three paragraphs taken verbatim from each referenced document are relevant to the requested declaratory judgment.

- a. The following no-contest provision appears in Article VIII, Section O (page 52) of the **Family Trust**:

INCONTESTABILITY. If any beneficiary under this Trust Agreement, singularly or in conjunction with any other person, contests in any court the validity of this Trust Agreement or of the Will of the Grantor, or seeks to obtain an adjudication in any proceeding in any court that this Trust Agreement or any of its provisions of that such Will or any of its provisions are void, or seeks to otherwise void, nullify, or set aside this Trust Agreement or any of its provisions, then the right of the beneficiary to take any interest given to the beneficiary under this Trust Agreement is to be determined as it would have been determined had the beneficiary died prior to the date of execution of this Trust Agreement.

1 This paragraph shall be referred to herein as the “Family Trust No Contest
2 Provision”.

- 3 b. The following no-contest provision appears in Article VIII, Section O (page 36)
4 of the **Issue Trust**:

5 **INCONTESTABILITY. If any beneficiary under this**
6 **Trust Agreement, singularly or in conjunction with**
7 **any other person, contests in any court the validity of**
8 **this Trust Agreement, the Will of the Grantor, or The**
9 **Samuel S. Jaksick, Jr. Family Trust Agreement, or**
10 **seeks to obtain an adjudication in any proceeding in**
11 **any court that this Trust Agreement, the Will of**
12 **Grantor, or The Samuel S. Jaksick, Jr. Family Trust**
13 **Agreement, or any of the provisions of those**
14 **documents are void, or seeks otherwise to void,**
15 **nullify, or set aside this Trust Agreement or any of its**
16 **provisions, then the right of the beneficiary to take**
17 **any interest given to the beneficiary under this Trust**
18 **Agreement is to be determined as it would have been**
19 **determined had the beneficiary died prior to the date**
20 **of execution of this Trust Agreement.**

21 This paragraph shall be referred to herein as the “Issue Trust No Contest
22 Provision”.

- 23 c. The following Exemption & Immunity from the No-Contest Provision of the
24 Family Trust appears at Article II, Section D, Paragraph 4, Subparagraph d
25 (Page 11) of the **Family Trust** provides:

26 **It is the sole intent and desire of the Grantor that the**
27 **reductions and reallocations described in this**
28 **subparagraph D.4.d. are the only actions and/or**
remedies to be pursued against Wendy Ann Jaksick
Smrt. Accordingly, the Trustees and beneficiaries are
instructed not to pursue any additional form of legal
actions or otherwise against Wendy Ann Jaksick
Smrt, either in their capacity as Co-Trustee or
beneficiary, and any such action(s) shall be construed
as a contest of the provisions of this Trust Agreement
for [sic] subject to paragraph O. of Article VIII below.
(emphasis added).

29 This paragraph shall be referred to herein as the “Exemption & Immunity
30 Provision”.

31 119. Wendy requests that the Court examine the language in the original Family
32 Trust Agreement, the Purported Second Amendment, the Issue Trust Agreement and Samuel’s
33 Will and grant a declaratory judgment pursuant to NRS 30.030 and NRS 30.060 of the rights or
34 legal relations of the Parties and to construe such language. Wendy requests that the Court

enter a judgment declaring that:

- a.) Any lawsuit or legal action filed by the Trustees of the Family Trust against Wendy, other than one relating to “the reductions and reallocations described in this subparagraph D.4.d”, is a contest that violates the Family Trust No Contest Provision;
- b.) Todd Jaksick, as Co-Trustee, has filed a lawsuit in violation of the Exemption & Immunity Provision;
- c.) Todd Jaksick, as Co-Trustee, has filed a lawsuit that violates the Family Trust No Contest Provision;
- d.) Todd Jaksick, as Co-Trustee, has filed a lawsuit that violates the Issue Trust No Contest Provision;
- e.) As a result of Todd Jaksick, as Co-Trustee, violating the Family Trust No Contest Provision or the Issue Trust No Contest Provision or both, he has forfeited his office as Co-Trustee of the Family Trust and Trustee of the Issue Trust and should be immediately removed in such capacity;
- f.) Todd Jaksick, as a beneficiary of the Family Trust or the Issue Trust or both, has filed a lawsuit in violation of the Exemption & Immunity Provision;
- g.) Todd Jaksick, as a beneficiary of the Family Trust or the Issue Trust or both, has filed a lawsuit that violates the Family Trust No Contest Provision;
- h.) Todd Jaksick, as a beneficiary of the Family Trust or the Issue Trust or both, has filed a lawsuit that violates the Issue Trust No Contest Provision;
- i.) As a result of Todd Jaksick, Individually, violating the Family Trust No Contest Provision or the Issue Trust No Contest Provision or both, he, in his Individual capacity, has forfeited his right to inherit from the Family Trust and the Issue Trust and from the Decedent’s Estate via his Will;
- j.) Because Todd Jaksick, in his Individual capacity, has forfeited his right to inherit from the Family Trust and the Issue Trust and from the Decedent’s Estate via his Will, he shall be treated as if he died prior to the execution of the Family Trust Agreement;
- k.) Michael S. Kimmel, as Co-Trustee, has filed a lawsuit in violation of the Exemption & Immunity Provision;
- l.) Michael S. Kimmel, as Co-Trustee, has filed a lawsuit that violates the Family Trust No Contest Provision;
- m.) Michael S. Kimmel, as Co-Trustee, has filed a lawsuit that violates the Issue Trust No Contest Provision;
- n.) As a result of Michael S. Kimmel, as Co-Trustee, violating the Family Trust No Contest Provision or the Issue Trust No Contest Provision or both, he has forfeited his office as Co-Trustee and should be immediately removed in such capacity;
- o.) Wendy has not contested the Decedent’s Will or any provision thereof, directly or indirectly;
- p.) Wendy has not contested the Family Trust Agreement or any provision thereof, directly or indirectly;
- q.) Wendy has not contested the Issue Trust Agreement or any provision

- 1 thereof, directly or indirectly;
- 2 r.) Other than actions or remedies regarding “the reductions and
- 3 reallocations described in this subparagraph D.4.d”, it was the Grantor’s
- 4 intent that Wendy be completely exempt from the application of the
- 5 Family Trust No Contest Provision;
- 6 s.) Other than actions or remedies regarding “the reductions and
- 7 reallocations described in this subparagraph D.4.d”, Wendy is
- 8 completely exempt from the application of the Family Trust No Contest
- 9 Provision;
- 10 t.) Other than actions or remedies regarding “the reductions and
- 11 reallocations described in this subparagraph D.4.d”, Wendy cannot
- 12 violate the Family Trust No Contest Provision or the Issue Trust No
- 13 Contest Provision;
- 14 u.) Other than actions or remedies regarding “the reductions and
- 15 reallocations described in this subparagraph D.4.d”, Wendy is
- 16 completely immune from any legal action by any of the Trustees of the
- 17 Family Trust, per the Exemption & Immunity Provision;
- 18 v.) Other than actions or remedies regarding “the reductions and
- 19 reallocations described in this subparagraph D.4.d”, Wendy is
- 20 completely immune from any legal action by a beneficiary of the Family
- 21 Trust, per the Exemption & Immunity Provision;
- 22 w.) Strict construction requires the Second Amendment to the original Trust
- 23 Agreement to specifically state a contest to the Second Amendment itself
- 24 is required in order to trigger the Family Trust No Contest Provision or
- 25 the Issue Trust No Contest Provision of the Decedent’s Will; and
- 26 x.) The Family Trust No Contest Provision does not apply to any contest to
- 27 the Second Amendment to the original Family Trust Agreement.
- 28

17 Wendy requests the Court construe the Family Trust No Contest Provision, the Issue Trust No

18 Contest Provision and Samuel’s Will and declare the rights and legal relations of the Parties as

19 stated above, declare that Todd Jaksick and Michael S. Kimmel as Co-Trustees of the Family

20 Trust and the Issue Trust violated the Family Trust No Contest Provision, the Issue Trust No

21 Contest Provision and forfeited their office, remove Todd Jaksick and Michael S. Kimmel from

22 office, declare Todd Jaksick forfeited his right to inherit from the Family Trust, the Issue Trust

23 and the Decedent’s Estate and that he shall be treated as if died prior to the execution of the

24 Family Trust and the Issue Trust and that he predeceased the Decedent.

DAMAGES

26 1. Wendy is entitled to recover her damages alleged above from the Counter-

27 Respondents, jointly and severally, and any and all other remedies available at law or equity,

28

including without limitation pre- and post-judgment interest pursuant to applicable law.

PRAYER FOR RELIEF

WHEREFORE, Wendy seeks a judgment against Counter Respondents:

1. For surcharge of the Trustees and recovery from Counter-Respondents, jointly and severally, for all actual, compensatory damages, including consequential damages, punitive damages, and pre-judgment and post judgment interest to which she is justly entitled, which amounts are in excess of \$10,000;

2. Finding Aiding and Abetting;

3. Finding Civil Conspiracy;

4. Finding Aiding and Abetting Breach of Fiduciary Duties;

5. Finding Fraud,

6. Compelling the Trustees to properly account;

7. For the removal of the Trustees and the appointment of one or more Independent Co-Trustees;

8. For a constructive trust and a finding of unjust enrichment and for the recoupment of any benefits conferred upon the Counter-Respondents as result of their service as Trustees and their wrongful actions;

9. Prohibiting the Counter-Respondents from paying their attorneys' fees and costs from the Trust, and an order disgorging the amounts already paid to their attorneys;

10. For the Counter-Respondents to reimburse the Trust for all legal fees, accountant fees and all costs paid from the Trusts;

11. For Declaratory Relief as requested in ¶ 119 herein;

12. Declaring the Consent Agreement signed by Wendy and Stan in association with the pay down of the Tahoe Property loan invalid and void;

13. Declaring the Purported Indemnification in favor of Todd void;

14. Declaring all actions taken by Todd, in his Individual and Trustee capacities, under the Purported Indemnification are invalid and should be set aside or, in the case of

obligations of Todd, that were avoided, in either his Individual and Trustee capacities, such obligations shall be enforced;

15. For reasonable attorney fees and costs of Wendy; and

16. For such other and further relief as the court deems proper.

Counter-Petitioner requests a jury trial.

AFFIRMATION STATEMENT

Pursuant to NRS 239B.030

The undersigned does hereby affirm that this *First Amended Counter-Petition* filed by Wendy A. Jaksick in the above-captioned matter does not contain the social security number of any person.

DATED this 23rd day of February, 2018.

FOX ROTHSCHILD LLP

By: /s/ Mark J. Connot

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VERIFICATION

That undersigned verifies under penalty of perjury that after diligent inquiry of the facts and review of pertinent documents, the **FIRST AMENDED COUNTER-PETITION TO SURCHARGE TRUSTEES FOR BREACH OF FIDUCIARY DUTIES, FOR REMOVAL OF TRUSTEES AND APPOINTMENT OF INDEPENDENT TRUSTEE(S), AND FOR DECLARATORY JUDGMENT AND OTHER RELIEF** is true as to the best of his knowledge, except for those matters stated on information and belief, and that as to such matters the undersigned believes it to be true.

/s/ Zachary E. Johnson
Zachary E. Johnson

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of FOX ROTHSCHILD LLP and that on this 23rd day of February, 2018, I served a true and correct copy of **FIRST AMENDED COUNTER-PETITION TO SURCHARGE TRUSTEES FOR BREACH OF FIDUCIARY DUTIES, FOR REMOVAL OF TRUSTEES AND APPOINTMENT OF INDEPENDENT TRUSTEE(S), AND FOR DECLARATORY JUDGMENT AND OTHER RELIEF** in the manners and at the locations described below by placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada, to the attorney(s)/party(ies) listed below:

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and as beneficiary of the SSJ's Issue Trust

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

* * * * *

In the Matter of the Administration of the

SSJ ISSUE TRUST,

CASE NO.: PR17-00445

DEPT. NO.: 15

In the Matter of the Administration of the

SAMUEL S. JAKSICK, JR. FAMILY TRUST,

WENDY JAKSICK,

Respondent and Counter Petitioner,

v.

TODD B. JAKSICK, Individually, as Co-Trustee
of the Samuel S. Jaksick, Jr. Family Trust, and as
Trustee of the SSJ's Issue Trust, MICHAEL S.
KIMMEL, Individually and as Co-Trustee of the
Samuel S. Jaksick, Jr. Family Trust, and
STANLEY S. JAKSICK, Individually and as Co-
Trustee of the Samuel S. Jaksick, Jr. Family
Trust, Kevin Riley, Individually and as former
Trustee of the Samuel S. Jaksick, Jr. Family Trust
and Trustee of the Wendy A. Jaksick 2012 BHC
Family Trust,

Petitioners and Counter-Respondents.

STANLEY JAKSICK,

Respondent and Counter-Petitioner,

v.

TODD B. JAKSICK, Individually and as Trustee
of the SSJ's Issue Trust.

AMENDED OBJECTION AND COUNTER-PETITION RE: ISSUE TRUST

Respondent and Counter-Petitioner Stanley Jaksick (“Stan” or “Stanley Jaksick”) objects to the Petition for Confirmation of Trustee and Admission of Trust to the Jurisdiction of the Court, and for Approval of Accountings and Other Trust Administration Matters (“Issue Trust Petition”) filed by Petitioner Todd Jaksick (“Trustee” or “Todd”) and asserts a Counter-Petition seeking relief from this Court.

I. INTRODUCTION

The SSJ’s Issue Trust (“Issue Trust”) was created on February 21, 2007 by Samuel S. Jaksick, Jr. (“Sam”), the grantor of the Issue Trust, to hold and administer substantial family assets for the benefit of future generations. Issue Trust Pet. Ex. 1. At the time that Sam died on April 21, 2013, the primary assets of this dynasty trust were a \$6,000,000 life insurance policy for Sam; forty-nine percent of the stock of Home Camp Land and Livestock, Co., Inc.; and a forty-nine percent interest in real property known as 49 Mountain Ranch. *Id.* Ex. 3, Accountant’s Compilation Report (totaling assets on hand as \$8,137,056.26 on December 31, 2013). The assets of the Issue Trust were to be preserved, but in the event of a distribution, Sam’s three children (Stan Jaksick, Wendy Jaksick, and Todd Jaksick) would each have a beneficial interest in one-third of the Issue Trust assets. *Id.* Ex. 1, Art. VIII, ¶ H. Todd was initially appointed to serve as Trustee of the Issue Trust. *Id.* Ex. 1, Art. IV, ¶ A. Once entrusted with control over the Issue Trust though, Todd abused this power at every step to benefit his own interests at the expense of his fellow beneficiaries and siblings.

The nature of Todd’s actions is immediately apparent with respect to the largest asset of the Issue Trust, the \$6,000,000 in life insurance proceeds. Through a series of improper machinations, Todd transferred the majority of these funds into a separate entity, Incline TSS, Ltd., that he wholly controlled. Using Incline TSS as the vehicle, Todd had surreptitiously acquired a 100% ownership interest, without paying any significant consideration, in real property which is valued over \$15,000,000 and located at 1011 Lakeshore Boulevard, Incline Village, Nevada 89451 (“Lake Tahoe Residence”). Todd had restructured the ownership of the Lake Tahoe Residence, which Samuel S. Jaksick, Jr. had intended to be shared equally among

1 Stan (33.33%), Wendy (33.33%), and Todd (33.33%), so that Todd owned the entirety of the
2 Lake Tahoe Residence. After Sam's death, Todd was apparently unable to service the remaining
3 mortgage on the Lake Tahoe Residence that he had assumed through Incline TSS. Rather than
4 disclose material information about the true ownership of Incline TSS, Todd led Stan to believe
5 that the Lake Tahoe Residence was "Jaksick family property" and in danger of being lost to the
6 bank. The very morning after Sam died, Todd convinced Stan to agree to use the life insurance
7 proceeds in the Issue Trust to reduce the debt on the Lake Tahoe Residence. After this
8 transaction, Todd provided the Issue Trust with a 54% interest in Incline TSS, reserving all
9 management rights to himself. Thus, not only was Stan deprived of his rightful one-third interest
10 in the Lake Tahoe Residence, he was misled into *paying* for an 18% share (one-third of the 54%
11 interest in Incline TSS held by the Issue Trust) out of the life insurance proceeds belonging to the
12 Issue Trust. It made absolutely no sense to divert the liquid assets of an irrevocable, asset-
13 protected trust into an external entity such as Incline TSS, which held a single-asset still exposed
14 to a multi-million-dollar mortgage and to other potential creditor's claims.

15 The misrepresentations by Todd changed over time and were made both informally and
16 formally. Through the Issue Trust Petition, Todd asks the Court to approve four Agreements &
17 Consents to Proposed Action in order to relieve Todd of "any liability for actions reasonably
18 taken in reliance on such Agreements & Consents." Issue Trust Pet. ¶ 8. Todd failed to disclose
19 key material facts to Stan or actively misled Stan concerning these Agreements & Consents. For
20 example, through the Agreement and Consent to Proposed Action dated June 5, 2013, Todd
21 obtained the consent of Stan and Wendy to "utilize the life insurance funds being received by the
22 Issue Trust to invest in and restructure the Company in order to protect and preserve the use and
23 enjoyment of the Tahoe Residence for future generations of the Jaksick family." Issue Trust Pet.
24 Ex. 7. As mentioned above, the signature page of this document was presented to Stan the
25 morning after Sam had passed away and Todd represented to Stan that it had to be signed right
26 away to protect the "family" from losing the Lake Tahoe Residence. It is unusual to say the least
27 that trust counsel could have drafted the complete Agreement and Consent by Monday morning
28 after Sam had passed away on Sunday, as the date on the document is certainly inaccurate and

1 there is no doubt that Stan's signature was requested on April 22, 2013. Additionally, Todd never
2 disclosed to Stan that Todd was the 100% owner of Incline TSS or how he had acquired this
3 interest in the entity. He also never provided any of the documents referenced in the Agreement
4 and Consent that materially affect the nature of the document. Finally, Todd represented in the
5 document itself that the Tahoe Residence was "Jaksick family real property." *Id.* Consequently,
6 Stan believed that the use of Issue Trust assets to service the mortgage of the Tahoe Residence
7 was appropriate because the transfer was intra-family. No one would have rationally agreed (and
8 no attorney or financial advisor should have ever advised) to the use of the Issue Trust's life
9 insurance proceeds to service mortgage payments for real estate that Todd owned individually
10 outside of the Issue Trust and over which Todd and not the Issue Trust would have control.

11 Due to Todd's actions, he has financially benefitted from the reduced debt on the Lake
12 Tahoe Residence, which he controls exclusively, and from low-interest loans to his other entities.
13 This benefit has come at the expense of the beneficiaries and of the Issue Trust, which has
14 exchanged a debt-free, liquid asset over which it had total control for a partial ownership in an
15 entity controlled by Todd and holding a single debt-laden piece of real property.

16 **II. PARTIES**

17 1. Petitioner / Counter-Respondent Todd Jaksick is the Trustee and a beneficiary of the
18 Issue Trust who resides in Washoe County, Nevada.

19 2. Respondent / Counter-Petitioner Stanley Jaksick is a beneficiary of the Issue Trust who
20 resides in Washoe County, Nevada.

21 3. Wendy Jaksick is a beneficiary of the Issue Trust who resides in Dallas, Texas.

22 **III. TRUST HISTORY**

23 4. The Issue Trust was executed by Sam on February 21, 2007. Issue Trust Pet. Ex. 1. The
24 Issue Trust was created as an irrevocable trust and has not been modified or amended since its
25 creation.

26 5. At the time of Sam's death, the Issue Trust held a \$6,000,000 life insurance policy for
27 him; a 49% interest in a closely held company – Home Camp Land and Livestock Co, Inc.; and a
28 49% interest in ranch land known as 49 Mountain Ranch. Issue Trust Pet. Ex. 3. Upon

information and belief, Todd owns the other 51% of Home Camp Land and Livestock Co, Inc. and the other 51% of 49 Mountain Ranch.

6. Todd was designated to serve as the sole Trustee of the Issue Trust from its inception and has served alone in that capacity since 2007. Issue Trust Pet. Ex. 1.

IV. LAKE TAHOE RESIDENCE

7. Upon information and belief, Sam acquired the Lake Tahoe Residence in the 1970s and used it as his primary residence until his death on April 21, 2013.

8. The Lake Tahoe Residence was conveyed to the Samuel S. Jaksick, Jr. Family Trust ("Family Trust") in 2006 when that trust was created. Family Trust Pet. Ex. 1, Sch. A.

9. The Family Trust specifically provided that the "Lake Tahoe Residence and Residential Fund shall be retained and administered as a separate trust for the benefit of the Surviving Spouse and the Grantor's children who are living on the date of death of the Grantor." Family Trust Pet. Ex. 1, Art. II, ¶ G.

10. As a result of the subsequent death of the surviving spouse of Samuel S. Jaksick, Jr., Janene Jaksick, each of his three children "shall have the right to use and occupy the Lake Tahoe Residence, rent free, for such equal periods throughout each calendar year as the Trustee shall determine, in the Trustee's sole discretion, until such time as the Lake Tahoe Residence is sold . . ." Id. Art. II, ¶ G(1).

11. If the co-trustees of the Family Trust unanimously voted to sell the Lake Tahoe Residence, then the proceeds were to be distributed equally between Stan, Wendy, and Todd. Id. Art. II, ¶ G(4).

12. The Second Amendment to the Family Trust, executed on December 10, 2012, stated that "Settlor amends the Trust to eliminate those provisions with respect to the Lake Tahoe home because of its existing option and pending sale. Should the Lake Tahoe home be sold prior to Settlor's death, the Trust provisions with respect to the Lake Tahoe home shall no longer apply." Family Trust Pet. Ex. 2.

13. On November 1, 2010, Sam and Incline TSS entered into a Real Estate Option Agreement concerning the Lake Tahoe Residence. Exhibit 1. Upon information and belief, this

1 Option Agreement was intended to reduce the estate tax liability for Sam but not to constitute an
2 actual transfer of the Lake Tahoe Residence outside of the Jaksick family.

3 14. The Option Agreement states that the Lake Tahoe Residence was appraised in July 2010
4 at \$6,500,000. *Id.* This valuation was well below the actual market value of the property at the
5 time of the appraisal. On March 22, 2010, Sam obtained a valuation of the Lake Tahoe
6 Residence stating that the property should have a sales price of \$13,000,000 and an asking price
7 of up to \$15,400,000. Exhibit 2. Even if full payment was made under the Option Agreement,
8 the Family Trust received only a fraction of the value that it should have obtained from the sale
9 of the Lake Tahoe Residence.

10 15. The Option Agreement further states that Incline TSS has the option to purchase the Lake
11 Tahoe Residence for \$7,250,000 “in excess of the appraised value since it is the Buyer’s desire to
12 retain the Property for future generations, if possible.” Exhibit 1. This provision makes little
13 sense because a higher sales price would make it less likely for the buyer to be able to afford
14 maintenance and taxes on the Lake Tahoe Residence rather than the other way around. The Lake
15 Tahoe Residence had a mortgage of \$6,300,000 owed to Bank of America at the time of the
16 Option Agreement. Exhibit 1. Incline TSS was supposed to use the sales proceeds to “satisfy the
17 debt on the Property when it becomes due if the debt cannot otherwise be assumed by the
18 Buyer.” *Id.*

19 16. Incline TSS was required to pay an initial option payment of \$50,000 to the Family Trust
20 prior to February 28, 2011 and additional annual payments of \$50,000 to maintain the option,
21 which had to be exercised prior to January 15, 2017. *Id.* Upon information and belief, the Option
22 Agreement expired due to Incline TSS’s failure to timely make these payments.

23 17. On December 5, 2011, the Family Trust assigned its right, title, and interest in the Lake
24 Tahoe Residence to SSJ LLC pursuant to an Option to Purchase and Escrow Instructions, dated
25 November 1, 2011. Exhibit 3. This Option to Purchase appears to be a separate document than
26 the Option Agreement dated November 1, 2010.

27 18. Upon information and belief, Incline TSS claims to have exercised its option to purchase
28 the Lake Tahoe Residence from SSJ, LLC on December 28, 2012. Upon information and belief,

Sam was undergoing open-heart surgery only a few days prior to the exercise of this option and would not have been aware of the transaction.

19. Upon information and belief, Incline TSS does not appear to have validly exercised the Option Agreement, in part, because it did not timely pay the entire amount owed under the Option Agreement. Upon information and belief, neither SSJ, LLC nor the Family Trust appear to have received the consideration owed by Incline TSS, resulting in Todd acquiring the Lake Tahoe Residence for free or nearly free.

V. AGREEMENT & CONSENTS

A. Agreement and Consent to Proposed Action – June 5, 2013

20. Pursuant to the terms of the Issue Trust, the \$6,000,000 in proceeds from the life insurance policy were to be held for the benefit of Stan, Wendy, and Todd and their issue. Issue Trust Pet. Ex. 1.

21. The Agreement and Consent to Proposed Action dated June 5, 2013 stated that Incline TSS was “the owner of the Jaksick family real property commonly known as 1011 Lakeshore Blvd., Incline Village, Washoe County, Nevada (the ‘Tahoe Residence’), and is currently in the process of restructuring and refinancing certain obligations relating to Company’s ownership of the Tahoe Residence.” *Id.* ¶ C. This was a misrepresentation by Todd in that it stated that the Lake Tahoe Residence was “Jaksick family real property.” The Family Trust holds multiple overlapping interests in entities such as Incline TSS and there is no suggestion that Todd informed Stan that Incline TSS had a different ownership structure than the Issue Trust or any other family entities. Todd caused Stan to believe that Stan had an interest in the Lake Tahoe Residence in order to persuade him to consent to the diversion of the life insurance proceeds, while in reality at Todd was 100% owner of the Lake Tahoe Residence through his personal and family trusts. (holding interests in Incline TSS as the Trustee of the TBJ SC Trust and as the Trustee of the Todd Jaksick Family Trust).

22. This Agreement and Consent inaccurately is dated June 5, 2013. On the morning of April 22, 2013, the next day after Sam died, Todd requested that Stan attend an 8:00 a.m. meeting to sign the document. Todd presented Stan with the signature page of the Agreement and Consent

1 and informed Stan that without his signature, the family would be at risk of losing the Lake
2 Tahoe Residence to the bank. Todd never informed Stan that the only person with an interest in
3 the Lake Tahoe Residence was Todd. Stan was also not provided with the time to review the
4 document or to even request any of the other documents referenced therein.

5 23. The Agreement and Consent states that Todd had the ability to use the capital
6 contribution by the Issue Trust to “pay off that certain Unsecured Promissory Note dated
7 December 28, 2012, in favor of SSJ LLC, a Nevada limited liability company, in the original
8 face amount of \$7,103,255.32.” Issue Trust Pet. Ex. 1. Stan was never provided with a copy of
9 the Unsecured Promissory Note nor were the consequences of this consent explained to him.
10 Essentially, this provision seems to allow Todd to take the life insurance proceeds belonging to
11 Wendy and Stan and use them to pay off Todd’s individual note, in a manner that only benefitted
12 Todd.

13 24. The Agreement and Consent states that the purpose of the transaction was to “preserve
14 the use and enjoyment of the Tahoe Residence for future generations of the Jaksick family.” Id.
15 This was a misrepresentation. Todd never informed Stan that Todd had the right to unilaterally
16 decide to sell the Lake Tahoe Residence or to control the property in his unfettered discretion.

17 25. The Agreement and Consent states that Todd can “utilize some or all of the life insurance
18 funds being received by the Issue Trust to invest in Company in exchange for a membership
19 interest in Company to be determined based upon the final value of such capital contribution and
20 Company’s assets and liabilities as determined and agreed upon by the Trustee and Company.”
21 Id. Stan was never advised that the ultimate determination as to membership interest was
22 material. Because he believed that he had the same ownership interest in the Issue Trust assets as
23 in the Lake Tahoe Residence, the transfer of assets between these entities was not material. By
24 misleading Stan, Todd caused Stan to suffer a loss in his interest in the Lake Tahoe Residence.

25 26. Despite the boilerplate language in the Agreement and Consent that it was prepared by
26 counsel, Stan was never advised of his right to retain individual counsel nor was he given
27 adequate time to obtain counsel as Todd produced the signature page on April 22, 2013 and
28 demanded that it be signed that morning. Furthermore, as a fiduciary Todd had a duty to ensure

1 that Stan understood and had access to all information necessary to provide his informed consent
2 to the document.

3 27. The effect of this Agreement and Consent was to use the assets belonging to Wendy and
4 Stan to benefit Todd. No reasonably informed beneficiary would have ever consented to this
5 transaction and no actually informed fiduciary would have ever permitted such a transaction to
6 proceed.

7 **B. Agreement and Consent to Proposed Action – August 28, 2014**

8 28. The Agreement and Consent purports to loan \$115,000 from the Issue Trust to the Family
9 Trust.

10 29. Todd's decision to charge the Family Trust an interest rate of 6% and to select security as
11 the Toiyabe Investment Co. constituted a breach of his fiduciary duties as he was favoring his
12 interests in the Issue Trust and Family Trust over that of the other beneficiaries.

13 30. Despite the boilerplate language in the Agreement and Consent that it was prepared by
14 counsel, Stan was never advised of his right to retain individual counsel nor was he given
15 adequate time to obtain counsel.

16 31. Stan was not informed of material facts critical to an evaluation of the Agreement and
17 Consent.

18 32. Upon information and belief, this Agreement and Consent is misdated.

19 **C. Agreement and Consent to Proposed Action – September 25, 2014**

20 33. The Agreement and Consent purports to loan \$150,000 from the Issue Trust to the
21 Family Trust.

22 34. Todd's decision to charge the Family Trust an interest rate of 6% and to select security as
23 the real property at 4005 Quail Rock Lane constituted a breach of his fiduciary duties as he was
24 favoring his interests in the Issue Trust and Family Trust over that of the other beneficiaries.

25 35. Despite the boilerplate language in the Agreement and Consent that it was prepared by
26 counsel, Stan was never advised of his right to retain individual counsel nor was he given
27 adequate time to obtain counsel.

28 36. Upon information and belief, this Agreement and Consent is misdated.

D. Agreement and Consent to Proposed Action – November 13, 2015

37. During or prior to 2016, Todd was again having difficulty making mortgage payments on the Lake Tahoe Residence that he exclusively controlled through his management of Incline TSS and his position as Trustee of the Issue Trust.

38. Sometime after the Agreement and Consent was signed on April 22, 2013, Todd led Stan to believe that Todd had separately acquired a 46% interest in Incline TSS. Todd led Stan to believe that this interest had been purchased by Todd for fair market value and with Todd's own funds. In 2014, Todd and Stan began to have discussions concerning the potential for Stan to purchase an additional individual stake in Incline TSS, similar to what he believed Todd had done. Stan only offered to purchase this additional interest in reliance on these representations and because he had been led to believe that Todd's acquisition of his 46% interest in the Lake Tahoe Residence was legitimate. If Stan had his rightful one-third share of the Tahoe Residence, there would have been no interest in pursuing this pursue this buy-in arrangement.

39. Upon information and belief, Todd and Stan contemplated a transaction whereby Stan would obtain a 17.02%, Class A membership in exchange for \$1,500,000. Stan made initial payments of \$235,000 but was subsequently unable to continue making payments due to financial constraints related to the contemplated source of funds for the purchase. Additionally, Stan received additional advice indicating that the contemplated transaction did not make any financial sense. After Stan ceased making payments under the promissory note, Todd retained the \$235,000 already paid despite informing Stan that the transaction was terminated. Todd has also not provided Stan with any increase in ownership percentage as a result of this partial payment.

VI. ACCOUNTINGS

40. Each of the four accounts ("Accounts") provided by Todd was prepared by an accounting firm, Rossmann MacDonald & Benetti, Inc., that was "not independent with respect to the Estate of Samuel S. Jaksick, Jr." or "with respect to the SSJ's Issue Trust." See Issue Trust Pet. Exs. 3-6.

1 41. Upon information and belief, these four Accounts were prepared by this non-independent
2 accounting firm using information that was transmitted by Todd and relied upon his
3 representations without independent analysis or review.

4 42. With respect to the 2013 Account, Stan objects to the values listed for the 49% interest in
5 ranch land (49 Mountain Ranch) and the 49% interest in Home Camp Land and Livestock Co.
6 Inc. Issue Trust Pet. Ex. 3. Specifically, the 2013 Account does not provide sufficient detail into
7 the valuation of these entities to allow the beneficiaries of the Issue Trust to analyze them. Stan
8 further objects to the trustee fees paid to Todd for the reasons set forth herein.

9 43. With respect to the “investments” detailed in the 2013 Account. Stan objects to the
10 description of the note receivable that was apparently entered into with Incline TSS. The 2013
11 Account does not adequately describe the nature of this self-serving “investment” by Todd
12 whereby he apparently loaned funds to his separate company, Incline TSS, in the amount of
13 \$873,000. Stan further objects to the description of the note receivable that was apparently
14 entered into with Home Camp Land and Livestock Co. The 2013 Account does not adequately
15 describe the nature of this self-serving “investment” by Todd whereby he apparently loaned
16 funds to his separate company, Home Camp Land and Livestock Co., in the amount of
17 \$98,930.39. *Id.*

18 44. With respect to the 2014 Account, Stan objects to the values listed for the 49% interest in
19 ranch land (49 Mountain Ranch), the 49% interest in Home Camp Land and Livestock Co. Inc.,
20 and the 54% interest in Incline TSS, Ltd. Issue Trust Pet. Ex. 4. Specifically, the 2014 Account
21 does not provide sufficient detail into the valuation of Home Camp Land and Livestock Co. Inc.
22 or Incline TSS Ltd. to allow the beneficiaries of the Issue Trust to analyze these assets. Stan
23 further objects to the trustee fees paid to Todd for the reasons set forth herein.

24 45. With respect to the “investments” detailed in the 2014 Account. Stan objects to the
25 description of the note receivable that was apparently entered into with Home Camp Land and
26 Livestock Co. The 2014 Account does not adequately describe the nature of this self-serving
27 “investment” by Todd whereby he apparently loaned funds to his separate company, Home
28 Camp Land and Livestock Co., in the amount of \$98,930.39. Stan further objects as the 2014

Account details loans that were made by Todd to the Family Trust with an interest of 6% but Todd loaned funds to his own company, Home Camp Land and Livestock Co. Inc., at an interest rate of only 3%.

46. With respect to the 2015 Account, Stan objects on the same bases as to the 2013 and 2014 Accounts. Additionally, Stan objects to the description of the Home Camp Land and Livestock Co. note receivable that was extended to December 31, 2018 and the description of the payment made by this entity to the Internal Revenue Service on behalf of the Issue Trust as there were sufficient funds in the Issue Trust to pay this tax obligation. Stan further objects to the unexplained increase in value of Home Camp Land and Livestock Co. from an estimated \$1,050,000 in 2014 to an estimated \$3,500,000 in 2015.

47. With respect to the 2016 Account, Stan objects on the same bases as to the 2013, 2014, and 2015 Accounts.

48. Stan reserves all rights to challenge or approve these Accounts based on further discovery.

VII. INTERESTED PERSONS

49. The names, ages, and addresses of the Trustee and beneficiaries of the Issues Trust entitled to notice of this document are as follows:

Name & Address	Age	Beneficial Interest
Todd Jaksick c/o Maupin, Cox & Legoy 4785 Caughlin Parkway Reno, Nevada 89519	Adult	Trustee & Beneficiary
Stanley Jaksick c/o McDonald Carano 100 W. Liberty St. Reno, Nevada 89511	Adult	Beneficiary
Wendy Jaksick c/o R. Kevin Spencer Spencer Law, P.C. 500 N. Akard Street, Ste 2150 Dallas, Texas 75201	Adult	Beneficiary
Alexi Smrt 11 Bahama Court Mansfield, Texas 76063	Adult	Beneficiary

1	Luke Jaksick c/o Wendy A. Jaksick c/o R. Kevin Spencer Spencer Law, P.C. 500 N. Akard Street, Ste 2150 Dallas, Texas 75201	Minor	Beneficiary
4	Benjamin Jaksick c/o Dawn E. Jaksick 6220 Rouge Drive Reno, Nevada 89511	Minor	Beneficiary
6	Amanda Jaksick c/o Dawn E. Jaksick 6220 Rouge Drive Reno, Nevada 89511	Minor	Beneficiary
8	Regan Jaksick c/o Lisa Jaksick 5235 Bellazza Court Reno, Nevada 89519	Minor	Beneficiary
10	Sydney Jaksick c/o Lisa Jaksick 5235 Bellazza Court Reno, Nevada 89519	Minor	Beneficiary
12	Sawyer Jaksick c/o Lisa Jaksick 5235 Bellazza Court Reno, Nevada 89519	Minor	Beneficiary

50. Stan believes that the interests of all beneficiaries of the Trust, both current and future, including unborn or unascertained persons, can adequately and properly be represented by the beneficiaries identified above, in accordance with NRS Chapter 164.

COUNTER-PETITION

1. Stan alleges, pursuant to NRS 164.010, NRS 164.015, NRS 163.115, and NRS 153.031, as follows.
2. This Court has already assumed jurisdiction over the Issue Trust. Stan is a beneficiary of the Issue Trust and is therefore a proper interested party to raise these claims.

FIRST CLAIM FOR RELIEF – Breach of Fiduciary Duties

3. Stan realleges the foregoing allegations as if set forth herein verbatim.
4. A trustee has “a duty to administer the trust, diligently and in good faith, in accordance with the terms of the trust and applicable law.” Restatement (Third) of Trusts § 76 (2007).
5. NRS 163.050 provides that “no trustee may directly or indirectly buy or sell any property for the trust from or to itself or an affiliate, or from or to a director, officer or employee of the

1 trustee or of an affiliate, or from or to a relative, employer, partner or other business associate of
2 a trustee, except with the prior approval of the court having jurisdiction of the trust estate.”

3 6. Todd has breached these duties as set forth herein. Specifically, Todd has engaged in self-
4 dealing conduct and the imprudent use of Issue Trust assets.

5 7. As a result of said breach, Stan has suffered actual economic harm entitling him to an
6 award of compensatory damages.

7 8. Because Todd’s breach of his fiduciary duty was done maliciously and with the intent to
8 defraud Stan, and in conscious and willful disregard of Stan’s property rights, Stan is entitled to
9 an additional award of punitive damages subject to proof at trial. Stan is also entitled to an award
10 of reasonable attorney’s fees and costs as provided under Nevada law.

11 **SECOND CLAIM FOR RELIEF – Breach of Duty of Impartiality**

12 9. Stan realleges the foregoing allegations as if set forth herein verbatim.

13 10. A trustee has a “duty to administer the trust in a manner that is impartial with respect to
14 the various beneficiaries of the trust, requiring that: (a) in investing, protecting, and distributing
15 the trust estate, and in other administrative functions, the trustee must act impartially and with
16 due regard for the diverse beneficial interests created by the terms of the trust; and (b) in
17 consulting and otherwise communicating with beneficiaries, the trustee must proceed in a
18 manner that fairly reflects the diversity of their concerns and beneficial interests.” Restatement
19 (Third) of Trusts § 79 (2007).

20 11. Todd has breached these duties as set forth herein and specifically by favoring his own
21 economic interests over Stan’s interests. Converting the life insurance proceeds into an interest in
22 Incline TSS favored Todd over Stan.

23 12. As a result of said breach, Stan has suffered actual economic harm entitling him to an
24 award of compensatory damages.

25 13. Because Todd’s breach of his fiduciary duty was done maliciously and with the intent to
26 defraud Stan, and in conscious and willful disregard of Stan’s property rights, Stan is entitled to
27 an additional award of punitive damages subject to proof at trial. Stan is also entitled to an award
28 of reasonable attorney’s fees and costs as provided under Nevada law.

THIRD CLAIM FOR RELIEF – Breach of Duty to Diversify

14. Stan realleges the foregoing allegations as if set forth herein verbatim.

15. Article IV, Paragraph K(1) of the Issue Trust imposes on the Trustee a “duty to diversify the investments of the trust unless, under the circumstances, it is prudent not to do so.” Issue Trust Pet. Ex. 1.

16. Todd breached the duty to diversify by using the vast majority of the life insurance proceeds, approximately \$5,000,000, to acquire a 54% interest in Incline TSS, which held a single real estate asset subject to a mortgage and potential creditor’s claims.

17. As a result of said breach, Stan has suffered actual economic harm entitling him to an award of compensatory damages.

18. Because Todd’s breach of his fiduciary duty was done maliciously and with the intent to defraud Stan, and in conscious and willful disregard of Stan’s property rights, Stan is entitled to an additional award of punitive damages subject to proof at trial. Stan is also entitled to an award of reasonable attorney’s fees and costs as provided under Nevada law.

FOURTH CLAIM FOR RELIEF – Breach of Duty of Information

19. Stan realleges the foregoing allegations as if set forth herein verbatim.

20. A Trustee has a duty to inform beneficiaries “of changes involving the trusteeship and about other significant developments concerning the trust and its administration, particularly material information needed by beneficiaries for the protection of their interests.” Restatement (Third) of Trusts § 82 (2007).

21. A Trustee has a duty to inform beneficiaries “of the existence of the trust, of their status as beneficiaries and their right to obtain further information, and of basic information concerning the trusteeship” and “of significant changes in their beneficiary status.” Restatement (Third) of Trusts § 82 (2007).

22. As a result of said breach, Stan has suffered actual economic harm entitling him to an award of compensatory damages.

23. Because Todd’s breach of his fiduciary duty was done maliciously and with the intent to defraud Stan, and in conscious and willful disregard of Stan’s property rights, Stan is entitled to

1 an additional award of punitive damages subject to proof at trial. Stan is also entitled to an award
2 of reasonable attorney's fees and costs as provided under Nevada law.

3 **FIFTH CLAIM FOR RELIEF – Surcharge**

4 24. Stan realleges the foregoing allegations as if set forth herein verbatim.

5 25. NRS 163.115 provides that if a trustee commits a breach of trust, a beneficiary may
6 maintain a proceeding for any of the following purposes that is appropriate:

- 7 “(a) To compel the trustee to perform his or her duties.
8 (b) To enjoin the trustee from committing the breach of trust.
9 (c) To compel the trustee to redress the breach of trust by payment of
10 money or otherwise.
11 (d) To appoint a receiver or temporary trustee to take possession of
12 the trust property and administer the trust.
13 (e) To remove the trustee.
14 (f) To set aside acts of the trustee.
15 (g) To reduce or deny compensation of the trustee.
16 (h) To impose an equitable lien or a constructive trust on trust
17 property.
18 (i) To trace trust property that has been wrongfully disposed of and
19 recover the property or its proceeds.”

20 26. Todd has caused the Issue Trust to suffer economic damages including the attorney's fees
21 and costs of Stan.

22 27. The Issue Trust is entitled to surcharge Todd for any and all losses occasioned by Todd's
23 conduct.

24 **SIXTH CLAIM FOR RELIEF – Accounting**

25 28. Stan realleges the foregoing allegations as if set forth herein verbatim.

26 29. The Accounts do not satisfy the statutory requirements for trust accountings and do not
27 provide Stan with adequate information to understand the assets of and transactions by the Issue
28 Trust.

30. Todd should be compelled to prepare and file accountings for the Issue Trust that comply
with Nevada law and provide Stan with a full understanding of the assets and administration of
the Issue Trust.

31. Stan reserves his rights to object to or confirm the Accounts once sufficient information
is provided to assess their compliance.

1 **SEVENTH CLAIM FOR RELIEF – Deceptive Trade Practices**

2 32. Stan realleges the foregoing allegations as if set forth herein verbatim.

3 33. Under NRS § 41.600, a civil action may be brought by “any person who is a victim of
4 consumer fraud.” Under the Nevada statute, “consumer fraud” includes, among other things, “an
5 unlawful act as defined by NRS 598.0915 to 498.0925, inclusive.

6 34. Todd violated NRS 598.0915 et seq. by making the misrepresentations and concealing
7 the material facts alleged herein. Stan justifiably relied upon said misrepresentations and
8 suppression and concealment as alleged herein, and thus has stated a claim for consumer fraud.

9 35. As a result of said breach, Stan has suffered actual economic harm entitling him to an
10 award of compensatory damages, trebled by statute.

11 36. As a result of the deceptive trade practices by Todd, Stan has been damaged in an amount
12 in excess of \$15,000. Because Todd’s deceptive actions were done maliciously and with the
13 intent to defraud Stan, and in conscious and willful disregard of Stan’s property rights, Stan is
14 entitled to an additional award of punitive damages subject to proof at trial. Stan is also entitled
15 to an award of reasonable attorney’s fees and costs as provided under Nevada law.

16 **EIGHTH CLAIM FOR RELIEF – Fraudulent Misrepresentation**

17 37. Stan restates and incorporates herein by reference the foregoing allegations.

18 38. The material representations made to Stan by Todd as set forth above were fraudulent. In
19 particular, Todd represented that he had acquired the Lake Tahoe Residence for fair market value
20 and that the use of the Issue Trust assets with respect to the Lake Tahoe Residence was for the
21 benefit of “Jaksick family property.”

22 39. These false representations were communicated to Stan directly by Todd or indirectly
23 through the Agreements & Consents. These false representations were communicated for the
24 purpose of inducing Stan to agree to using Issue Trust assets for Todd’s benefit and to induce
25 Stan to contribute additional capital to Incline TSS.

26 40. As a result of said breach, Stan has suffered actual economic harm entitling him to an
27 award of compensatory damages.
28

1 41. Because Todd's actions constituting fraud, suppression, and concealment were done
2 maliciously and with the intent to defraud Stanley, and in conscious and willful disregard of
3 Stanley's property rights, Stanley is entitled to an additional award of punitive damages subject
4 to proof at trial. Stanley is also entitled to an award of reasonable attorney's fees and costs as
5 provided under Nevada law.

6 **NINTH CLAIM FOR RELIEF – Negligent Misrepresentation**

7 42. Stan realleges the foregoing allegations as if set forth herein verbatim.

8 43. Todd failed to adequately disclose material facts relating to the above transactions,
9 including but not limited to the fact that Todd was the sole owner of Incline TSS prior to the
10 capital contribution by the Issue Trust. By failing to inform Stan concerning the consequences of
11 the actions taken by the Issue Trust, Todd caused Stan to take actions inconsistent with his own
12 best interests but benefitting Todd.

13 44. As a result of said breach, Stan has suffered actual economic harm entitling him to an
14 award of compensatory damages.

15 **TENTH CLAIM FOR RELIEF – Fraud in the Inducement**

16 45. Stan restates and incorporates herein by reference the foregoing allegations.

17 46. The material representations made to Stan by Todd as set forth above were fraudulent. In
18 particular, Todd represented that he had acquired the Lake Tahoe Residence for fair market value
19 and that the use of the Issue Trust assets with respect to the Lake Tahoe Residence was for the
20 benefit of "Jaksick family property."

21 47. These false representations were communicated to Stan directly by Todd or indirectly
22 through the Agreements & Consents. These false representations were communicated for the
23 purpose of inducing Stan to agree to using Issue Trust assets for Todd's benefit and to induce
24 Stan to contribute additional capital to Incline TSS, Ltd.

25 48. As a result of said breach, Stan has suffered actual economic harm entitling him to an
26 award of compensatory damages.

27 49. Because Todd's actions constituting fraud, suppression, and concealment were done
28 maliciously and with the intent to defraud Stanley, and in conscious and willful disregard of

Stanley's property rights, Stanley is entitled to an additional award of punitive damages subject to proof at trial. Stanley is also entitled to an award of reasonable attorney's fees and costs as provided under Nevada law.

ELEVENTH CLAIM FOR RELIEF – Unjust Enrichment

50. Stan realleges the foregoing allegations as if set forth herein verbatim.

51. Todd has been unjustly enriched as a result of his diversion of Issue Trust assets and the other wrongful actions alleged herein.

52. Todd has been enriched by the transfer of the life insurance proceeds to Incline TSS, the retention of Stanley's contributions toward the purchase of interest in Incline TSS, trustee fees obtained from the Issue Trust, and loans made by the Issue Trust to benefit Todd.

53. Stan is entitled to recover the amount of such unjust enrichment derived by Todd in an amount to be shown by proof at trial.

TWELFTH CLAIM FOR RELIEF – Breach of Implied Covenant of Good Faith and Fair

Dealing

54. Stan realleges the foregoing allegations as if set forth herein verbatim.

55. Todd had an implied duty of good faith and fair dealing arising out of the Issue Trust and the Agreements and Consents to Proposed Action. Todd specifically had the duty and obligation of good faith to not take actions inconsistent with the rights of Stan under the Issue Trust or to countervene the spirit of the Agreements and Consents to Proposed Actions.

56. Todd has breached his implied covenant of good faith and fair dealing as a result of the material breaches, fraudulent conduct, and suppression and concealment as alleged herein.

57. As a result of said breach, Stan has suffered actual economic harm entitling him to an award of compensatory damages.

58. Because Todd's actions constituting fraud, suppression, and concealment were done maliciously and with the intent to defraud Stanley, and in conscious and willful disregard of Stanley's property rights, Stanley is entitled to an additional award of punitive damages subject to proof at trial. Stanley is also entitled to an award of reasonable attorney's fees and costs as provided under Nevada law.

**THIRTEENTH CLAIM FOR RELIEF – Restrain the Use of Trust Assets and Dissipation
of Assets**

59. Stan realleges the foregoing allegations as if set forth herein verbatim.

60. Given the allegations set for herein, the Court should restrain Todd from using the assets of the Issue Trust to defend his improper actions.

FOURTEENTH CLAIM FOR RELIEF – Removal of Trustee

61. Stan realleges the foregoing allegations as if set forth herein verbatim.

62. NRS 164.040(2) provides that this Court may appoint a temporary trustee to administer the Trust.

63. Given the allegations set for herein, the Court should issue an order removing Todd as Trustee and directing the appointment of a neutral, institutional Trustee, until the resolution of the claims set forth in this Counter-Petition.

64. Todd continues to use his powers as Trustee to benefit himself and disadvantage all other beneficiaries. It would cause irreparable harm to the beneficiaries if Todd were to remain as Trustee and use Issue Trust assets to pay for defending his unreasonable actions that were taken in bad faith.

VIII. PRAYER FOR RELIEF

WHEREFORE, Stanley Jaksick requests that the Court enter orders and judgment for the following relief:

- A. For the removal of Todd Jaksick as Trustee of the Issue Trust and the appointment of a temporary trustee of the Issue Trust;
- B. For the restraint of Todd Jaksick's ability to use Issue Trust assets to defend his actions in this litigation;
- C. For an award of damages in an amount to be proven at trial in excess of fifteen-thousand dollars;
- D. For an award of punitive and statutory damages;
- E. For surcharge of Todd Jaksick and recovery from Todd Jaksick for all actual, compensatory damages, including consequential damages and punitive damages;

- 1 F. For Todd Jaksick to disgorge any trustee fees or assets received from the Issue
2 Trust and to return all property obtained from the Issue Trust;
3 G. For proper accountings of the Issue Trust;
4 H. For an award of pre- and post-judgment interest until the judgment is paid in full;
5 I. For an award of attorney's fees and costs of suit; and
6 J. For such other and further relief as this Court deems just and proper.

7 **Affirmation**

8 The undersigned does hereby affirm that pursuant to NRS 239B.030, the preceding
9 document does not contain the social security number of any person.

10
11 McDONALD CARANO

12 By /s/ Adam Hosmer-Henner
13 Adam Hosmer-Henner, Esq.
14 100 West. Liberty Street, 10th Floor
15 Reno, Nevada 89501

16 *Attorney for Stanley Jaksick, in his individual capacity*
17 *and as beneficiary of the SSJ's Issue Trust*
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VERIFICATION

I, Stanley Jaksick, have read the Amended Objection to the Petition for Confirmation of Trustee and Admission of Trust to the Jurisdiction of the Court, and for Approval of Accountings and Other Trust Administration Matters; Counter-Petition re: Issue Trust and know its contents, which are true to my own knowledge except for those matters stated on my information and believe, and as to those matters, I believe them to be true.

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

DATED: 3-23-18

By 
Stanley Jaksick

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I hereby certify that I am an employee of McDONALD CARANO and that on March 23, 2018, I served the foregoing on the parties in said case through the Court's e-filing system as follows:

Kent Robison, Esq.
Therese M. Shanks, Esq.
Robison, Sharp, Sullivan & Brust
71 Washington Street
Reno, NV 89503

Donald Lattin, Esq.
Robert LeGoy, Esq.
Brian C. McQuaid, Esq.
Maupin Cox & LeGoy
4785 Caughlin Parkway
Reno, NV 89519

Philip L. Kreitlein, Esq.
470 E. Plumb Lane, Ste. 310
Reno, NV 89502

Mark J. Connot, Esq.
Fox Rothschild, LLP
1980 Festival Plaza Drive, # 700
Las Vegas, NV 89135

In addition, copies were mailed to the following addressed as follows:

Todd Jaksick
c/o Maupin, Cox & Legoy
4785 Caughlin Parkway
Reno, Nevada 89519

Wendy Jaksick
c/o R. Kevin Spencer
Spencer Law, P.C.
500 N. Akard Street, Ste. 2150
Dallas, Texas 75201

Sawyer Jaksick
c/o Lisa Jaksick
5235 Bellazza Court
Reno, Nevada 89519

Amanda Jaksick
c/o Dawn E. Jaksick
6220 Rouge Drive
Reno, Nevada 89511

Benjamin Jaksick
c/o Dawn E. Jaksick
6220 Rouge Drive
Reno, Nevada 89511

Sydney Jaksick
c/o Lisa Jaksick
5235 Bellazza Court
Reno, Nevada 89519

Regan Jaksick
c/o Lisa Jaksick
5235 Bellazza Court
Reno, Nevada 89519

Alexi Smrt
11 Bahama Court
Mansfield, Texas 76063

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c/o Wendy A. Jaksick
c/o R. Kevin Spencer
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500 N. Akard Street, Ste. 2150
Dallas, Texas 75201

Kevin Riley
Rossman MacDonald & Benetti, CPA's
3838 Watt Avenue, Suite E-500
Sacramento, California 95821


Michael Kemmel, Esq.
Hoy Chrissinger Kimmel Vallas
50 W. Liberty Street, Ste. 840
Reno, Nevada 98521

I am familiar with the firm's practice for collection and processing of correspondence for mailing with the United States Postal Service.

The envelopes addressed to the above parties were sealed and placed for collection by the firm's messengers and will be deposited today with the United States Postal Service in the ordinary course of business.

I declare under penalty of perjury that the foregoing is true and correct.

DATED: March 23, 2018.

By 
Jill Nelson

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INDEX OF EXHIBITS

EXHIBIT #	DESCRIPTION	NUMBER OF PAGES
1	Real Estate Option Agreement, dated November 1, 2010	5
2	Valuation of 1011 Lakeshore Drive, Incline Village, NV	2
3	Notice of Assignment of Option to Purchase Concerning Real Property	4

4822-0762-3007, v. 5

Exhibit 1

Exhibit 1

REAL ESTATE OPTION AGREEMENT

THIS OPTION AGREEMENT is made as of November 1, 2010, by and between Samuel S. Jaksick, Jr., Trustee of the Samuel S. Jaksick, Jr. Family Trust ("Seller") and Incline TSS Ltd, a Nevada limited liability company ("Buyer"), with reference to the following facts:

RECITALS

A. WHEREAS, on or about July, 2010, the Seller obtained an appraisal on his home located at 1011 Lakeshore Blvd., Incline Village, Washoe County, Nevada ("Property") in order to sell the Property.

B. WHEREAS, the appraised value of the Property is Six and One Half Million Dollars (\$6,500,000.00).

C. WHEREAS, the Buyer approached the Seller and requested Seller to sell the Property to the Buyer pursuant to this Option Agreement.

D. WHEREAS, Buyer is willing to pay Seller the amount of Seven Million Two Hundred Fifty Thousand Dollars (\$7,250,000.00), an amount in excess of the appraised value since it is the Buyer's desire to retain the Property for future generations, if possible.

E. WHEREAS, the Parties acknowledge that Seller owes approximately Six Million Three Hundred Thousand Dollars (\$6,300,000.00) to Bank of America, the secured lender on the Property and that the equity in the Property is approximately Two Hundred Thousand Dollars (\$200,000.00).

F. WHEREAS, Buyer acknowledges and agrees the sales proceeds will be used to satisfy the debt on the Property when it becomes due if the debt cannot otherwise be assumed by the Buyer.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Buyer and Seller agree as follows:

1. Option Consideration. This Option is granted to Purchaser for the following consideration:

(1) The Buyer shall pay a Fifty Thousand Dollars (\$50,000.00) initial option payment to Seller for the Option on or before February 28, 2011. Buyer also agrees to make an annual payments to Seller in the amount of Fifty Thousand Dollars (\$50,000.00) commencing on or before January 15, 2012 and on January 15th of each year thereafter until the Option is exercised. The initial deposit and subsequent annual payments are referred to herein as "Deposits".

(2) The purchase price for the Property is Seven Million Two Hundred Fifty Thousand Dollars (\$7,250,000.00) ("Purchase Price") less the Deposits. The Deposits shall be applied to the Purchase Price. Should Buyer exercise the Option as set forth hereinafter, Buyer agrees that it shall purchase the Property for the sum of Seven Million Two Hundred Fifty Thousand Dollars (\$7,250,000.00) less the Deposits. Seller and Buyer agree the Purchase Price less the Deposits may be

paid by delivery by Buyer to Seller of an unsecured promissory note within ten (10) days of the exercise of the Option subject to the Seller's and lender's approval and the Buyer's note to Seller will be reduced by the amount of the lender's debt assumed by the Buyer. The note will include a ten (10) year maturity date, interest only payments at two and one quarter percent (2.25%) per annum. A copy of the unsecured note is attached as **Exhibit A**. Seller and Buyer acknowledge and agree that the Deposit represents fair value for the option consideration.

2. **Notice of Exercise.** The Option may be exercised by Buyer, only if Buyer delivers his notice of exercise by letter to Seller on or before January 15, 2017, otherwise the Option shall expire and the Deposits shall be forfeited. A copy of the Notice of Exercise is attached as **Exhibit B**.

3. **Expiration of Option.** This Option shall expire on midnight on January 15, 2017.

4. **Assignment.** Purchaser may assign its right, title and interest in this Option. The Seller shall not assign, transfer or convey or further encumber the Property.

5. **Title.** Seller shall convey to Buyer or its nominee, good and marketable title to the Property herein described, free and clear of all liens and encumbrances unless otherwise agreed to by Buyer except the Bank of America lien which will be paid off on or assumed at the closing. Conveyance of title to Buyer or its nominee, shall be executed, or completed within sixty (60) days after exercise of the Option. During such period, title may be examined by Buyer or its nominee, by any method selected and Buyer may cancel the purchase of the Property and Seller shall return the Deposits received in the event Seller is in breach of this Section.

6. **Prorations.** All debt payments, taxes and insurance for the year in which the sale under this Agreement is consummated, shall be prorated equally between the Parties as of the date the closing and the date the Property is acquired.

7. **Closing Costs.** All closing costs, including escrow fees, transfer fees, recording fees and document preparation fees shall be borne by Buyer unless otherwise provided herein.

8. **Documentation.** Seller and Buyer agree to execute any and all documents necessary to effectuate the terms and conditions of this Option and the sale and transfer of the Property pursuant to the terms of the Agreement, including any necessary and applicable escrow instructions, agreements and deeds and Seller shall specifically execute and deliver to Buyer a grant, bargain and sale deed conveying all right, title and interest in the Property to Buyer or its designee.

9. **Governing Law.** This Agreement shall be governed and interpreted according to the laws of the State of Nevada. Jurisdiction and venue with respect to any dispute arising out of this Agreement shall be in Washoe County, State of Nevada.

10. **Real Estate Commissions.** Both Seller and Buyer represent and warrant to the other that neither party has dealt with any real estate office, broker or salesperson in the handling of this transaction and that no real estate commission is due and owing to any party.

11. **Successors and Assigns.** The terms, covenants and conditions herein contained shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

12. **Severability.** If any term or provision of this Agreement is determined to be illegal, unenforceable or invalid in whole or in part for any reason, such illegal, unenforceable or invalid provisions or part thereof shall be stricken from this Agreement and such provision shall not affect the legality, enforceability or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this section, then this stricken provision shall be replaced, to the extent possible, with a legal, enforceable and valid provision that is as similar in tenor to the stricken provision as is legally possible.

13. **Waiver.** Waiver by either party hereto of any term, condition or covenant and the performance of same shall not be deemed a waiver of any subsequent or other term, condition or covenant. No condition, term or covenant shall be deemed waived unless such waiver is in writing and signed by the parties hereto.

14. **Entire Agreement.** This Agreement contains the entire understanding and agreement between the parties and shall supercede all prior correspondence, agreements and understandings, both verbal and written.

15. **Modifications.** This Agreement may not be amended or modified unless such amendment or modification is in writing and signed by both parties hereto.

16. **Memorandum of Option.** Seller agrees Buyer may record a Memorandum of Option substantially in the form attached as **Exhibit C**.

17. **Notice.** All notices, requests, demands, and other communications required to or permitted to be given under this Agreement shall be in writing and shall be conclusively deemed to have been duly given (1) when hand delivered to the other party; or (2) when received when sent by telex or facsimile at the address and number set forth below (provided, however, that notices given by facsimile shall not be effective unless either (a) a duplicate copy of such facsimile notice is promptly addressed to the parties as set forth below, or (b) the receiving party delivers a written confirmation of receipt for such notice either by facsimile or any other method permitted under this paragraph; additionally, any notice given by telex or facsimile shall be deemed received on the next business day if such notice is received after 5:00 p.m. (recipient's time) or on a nonbusiness day); or (3) three business days after the same have been deposited in a United States post office with first class or certified mail return receipt requested postage prepaid and addressed to the parties as set forth below; for (4) the next business day after same have been deposited with a national overnight delivery service reasonably approved by the parties (Federal Express and DHL WorldWide Express being deemed approved by the parties), postage prepaid, addressed to the parties as set forth below with next-business-day delivery guaranteed, provided that the sending party receives a confirmation of delivery from the delivery service provider.

To Purchaser: Incline TSS Ltd
 4005 Quail Rock Lane
 Reno, Nevada 89511

To Seller:

Samuel S. Jaksick, Jr.
4005 Quail Rock Lane
Reno, Nevada 89511

Each party shall make an ordinary, good faith effort to ensure that it will accept or receive notices that are given in accordance with this paragraph and that any person to be given notice actually receives such notice. A party may change or supplement the addresses given above, or designate additional addresses, for purposes of this Section by giving the other party written notice of the new address in the manner set forth above.

18. **Time.** Time is of the essence of every provision herein contained.

19. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which is deemed to be an original.

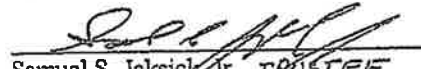
20. **Attorneys' Fees.** If either party to this Agreement shall bring any action, suit, counterclaim, appeal, arbitration or mediation for any relief against the other, declaratory or otherwise, to enforce the terms hereof or to declare rights hereunder (collectively, an Action), the losing party shall pay to the prevailing party a reasonable sum for attorneys' fees and costs (at the prevailing party's attorneys' then-prevailing rates as increased from time to time by the giving of advance written notice by such Action and/or enforcing any judgment, order, ruling or award (collectively, a Decision) granted therein, all of which shall be deemed to have accrued on the commencement of such Action and shall be paid whether or not such Action is prosecuted to a Decision. Any Decision entered in such Action shall contain a specific provision providing for the recovery of attorneys' fees and costs incurred in enforcing such Decision. The court or arbitrator may fix the amount of reasonable attorneys' fees and costs on the request of either party. For the purposes of this paragraph, attorneys' fees shall include, without limitation, fees incurred in the following: (1) postjudgment motions and collection actions; (2) contempt proceedings; (3) garnishment, levy, and debtor and third party examinations; (4) discovery; and (5) bankruptcy litigation. "Prevailing Party" within the meaning of this paragraph includes, without limitation, a party who agrees to dismiss an Action on the other party's payment of the sums allegedly due or performance of the covenants allegedly breached or who obtains substantially the relief sought by it.

21. **General Interpretation.** The terms of this Agreement have been negotiated by the parties hereto and the language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption of rule requiring construction against the party causing such instrument or any portion thereof to be drafted or in favor of the party receiving a particular benefit under the agreement. No rule of strict construction will be applied against any person.

22. **Headings and Labels.** Article, section and subsection titles and captions contained in this Agreement are inserted as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any of its provisions.

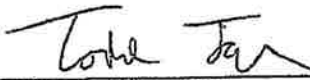
IN WITNESS WHEREOF, this Agreement was entered into and executed the first day above written, in Washoe County, State of Nevada.

SELLER:



Samuel S. Jaksick, Jr., TRUSTEE
Samuel S. Jaksick, Jr. Family Trust

PURCHASER: Incline TSS Ltd

By: 

Name: Todd JAKSICK
Title: Manager

Exhibit 2

Exhibit 2



3/22/10

March 22, 2010

Samuel S. Jaksick Jr.
Stan Jaksick
4005 Quail Rock Lane
Reno, NV 89511

Re.: 1011 Lakeshore Drive, Incline Village, NV

Dear Sam and Stan:

Thank you for meeting with me recently to give you an idea of available lake front homes that may be of interest to you and your family.

When we met you asked for an opinion of value for your Lakeshore home here in Incline Village, and I have reviewed the available data to determine a price range that would be applicable should you decide to market your property.

I need to state first, that there is no property currently on the market and none have sold in the most recent time that would compare to your own.

There was a sale of 1.25 acres on Pine Cone Circle, sold on 9-8-09 for \$8,985,000. And that sale was for 85.57% of asking price. Asking price was \$10,500,000.

The most comparable properties that have sold are East of 1013 Lakeshore (Erickson) and the first one to sell was 1019 Lakeshore, 2.02 acres, sold March of 2006 for \$14,000,000.
1021 Lakeshore, 2.02 acres, sold September of 2007 for \$16,000,000.
1029 Lakeshore, 4.2 acres, sold January 2008, for \$28,000,000., List Price was \$32,500,000.
Sales Price was appr. 86% of asking price. This new owner over the years acquired parcels totaling between 13 and 14 acres.

There is one property, 573 Lakeshore, consisting of two parcels, on the most Westerly part of Lakeshore Drive, 4.7 acres on rocky shoreline, listed for \$12,000,000, currently in escrow. There is no sales information available at this time, and I would not use it as a direct comparative.

Strictly averaging sales prices for the acreages that are comparable to your own property, the average sales price of those sales would suggest a sales price of appr. \$13,000,000. for 1011 Lakeshore. Considering that sales prices seem to be appr. 85/86% of asking prices that would suggest an asking price of up to \$15,400,000. Of course, you have to take into consideration the market fluctuation from the top prices then to today. This is meant to be a guideline and it is what the sales records do support.

Premier Properties of Lake Tahoe
Po. Box 3815. Incline Village, NV .89450
Ph: 775-833-0444 or toll free 800-560-1544
Fax: 775-833-1999

Email: ina@premiertahoe.com ; website: www.premiertahoe.com

A second request you had made in our meeting was for information for rental income for the year.

I have looked into the various luxury rentals and none suggest that they are able to rent the properties year round. For those types of rentals, the year round rentals, it is possible to rent for a period of time for \$15,000. per month. It would almost depend on luck or unusual circumstance.

On a more short term basis, prices vary a great deal for high end luxury homes with pier, buoy, 5000sq.ft. and more. Some produce income of up to 50K a week Christmas, Fourth of July and others, more modest homes produce appr. \$20,000. for a month in the off season and up to \$35,000. in the height of summer.

It would not be reliable income, in other words, to consistently obtain \$200,000. for a year is extremely difficult. There are homes, which gross income averaging between 130K to 150K per year.

This type of income, the rental income, short or long term, by the month, week, and weekends is however, very possible, and I would be pleased to assist. It just may not be in the range of 200K per year. Of course, we would be happy to engage the other rental companies into this process to make sure that we maximize the potential.

You have an ideal location, with the Incline Village facilities available to families, and the Hyatt so close, and if this is what you decide to do, I am positive we can be successful on your behalf.

I would want to prepare a proposal for you after viewing the property again to include preparation, advertising and more.

I trust that this is useful information for you and look forward to talking with you again in the very near future.

Please, know that I always appreciate the opportunity to do business with you.

Sincerely,

Premier Properties of Lake Tahoe

Ina Haupt
Broker

Encls.

**Premier Properties of Lake Tahoe
Po. Box 3815, Incline Village, NV .89450
Ph: 775-833-0444 or toll free 800-560-1544
Fax: 775-833-1999**

Email: ina@premiertahoe.com ; website: www.premiertahoe.com

Exhibit 3

Exhibit 3

DOC # 4087048

02/23/2012 03:13:29 PM
Requested By
RIVERSIDE DRIVE PROFESSIONAL
Washoe County Recorder
Kathryn L. Burke - Recorder
Fee: \$17.00 RPTT: \$0.00
Page 1 of 4

APN 130-230-34

Recording Requested by:

Name: Pierre A. Hascheff
Address: 1029 Riverside Drive
City/State/Zip: Reno NV 89503

When Recorded Mail to:

Name: Pierre A. Hascheff
Address: 1029 Riverside Drive
City/State/Zip: Reno, Nevada 89503

Mail Tax Statement to Grantee:

Name:
Address:
City/State/Zip:

for Recorders Use Only

**NOTICE OF ASSIGNMENT OF OPTION TO PURCHASE CONCERNING REAL
PROPERTY**

(Title of Document)

Please complete Affirmation Statement below:

☒ I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

-OR-

☐ I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain the social security number of a person or persons as required by law: NRS 239B.030

(State specific law)

Nanette Childers
Signature

N/A
Title

Nanette Childers
Print Signature

This page added to provide additional information required by NRS 111.312 Sections 1-2 and NRS 239B.030 Section 4.

This cover page must be typed or printed in black ink. (Additional recording fee applies)

APN 130-230-34

Recording requested by and
after recording return to:

Pierre Hascheff
1029 Riverside Drive
Reno, Nevada 89503

NOTICE OF ASSIGNMENT OF OPTION TO PURCHASE
CONCERNING REAL PROPERTY

NOTICE IS HEREBY GIVEN that Samuel S. Jaksick, Jr., Trustee of the Samuel S. Jaksick, Jr. Family Trust, as optionor ("Sam"), on December 5, 2011, assigned all its right, title and interest to SSJ LLC, a Nevada limited liability company as optionee ("SSJ"), for valuable consideration, under and pursuant to a certain Option to Purchase and Escrow Instructions, dated November 1, 2011 ("Option"), to purchase certain real property located within the County of Washoe, State of Nevada more specifically described on Exhibit A attached hereto.

This Memorandum of Assignment of Option is prepared for the purpose of providing notice of the Options and the other terms of the Agreement.

Nothing contained in this Memorandum shall be deemed to modify, amend or alter any of the terms or conditions of the Agreement, or otherwise affect the rights and obligations of the parties under the Option. In the event of any inconsistency between the terms of this Memorandum and the terms of the Option, the terms of the Option shall control.

This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum to be executed by their duly authorized representatives as of the date first above written.

ASSIGNOR:

Samuel S. Jaksick, Jr. Family Trust

ASSIGNEE:

SSJ LLC

By: *Samuel S. Jaksick, Jr.*

Samuel S. Jaksick, Jr., Trustee

By: *Todd Jaksick*

Name: Todd Jaksick, Manager

STATE OF NEVADA)

: ss.

COUNTY OF WASHOE)

On this 16 day of February, 2012, before me, Notary Public, in and for said county and state personally appeared Samuel J. Jaksick, Jr., Trustee of the Samuel S. Jaksick, Jr. Family Trust, known to me to be the person who executed the foregoing instrument and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

STATE OF NEVADA)

: ss.

COUNTY OF WASHOE)

On this 16 day of Feb., 2012, before me, Notary Public, in and for said county and state personally appeared Todd Jaksick, known to me to be the person who executed the foregoing Memorandum of Option to Purchase Concerning Real Property and who acknowledged to me that he executed the same in his capacity as Manager of SSJ LLC, for and on behalf of said limited liability company, and further that he did so freely and voluntarily and for the uses and purposes therein mentioned.

Jillian Ault
Notary Public



Jillian Ault
Notary Public



**EXHIBIT A
LEGAL DESCRIPTION**

All that certain real property situate in the County of Washoe, State of Nevada, described as follows:

PARCEL 1:

All that real property, being a portion of Section 22, T.16N., R.18E., M.D.B.&M., Washoe County, State of Nevada, more particularly described as follows:

Beginning at the Northeast corner of the Jaksick property as shown on Record of Survey Map 3405, filed in the office of the County Recorder of said County on April 6, 1988, File No. 2197148;

Thence S 19°43'00" W 798.91 feet;

Thence N 54°37'41" W 106.55 feet;

Thence N 18°43'00" E 770.15 feet;

Thence S 70°17'00" E 102.60 feet to the Point of Beginning of this description.

EXCEPTING THEREFROM any portion of the above described property lying within the bed of Lake Tahoe below the line of natural ordinary high water and also excepting any artificial accretions to said land waterward of said line of natural ordinary high water or, if lake level has been artificially lowered, excepting any portion lying below an elevation of 6,223.00 feet, Lake Tahoe Datum established by NRS 321.595.

PARCEL 2:

An easement for access and utility purposes over and across that portion of Parcels 1, 2 and 3, as shown on Parcel Map 548, file in the office of the County Recorder, Washoe County, State of Nevada, on March 8, 1978, under Filing No. 528300, Official Records.

APN: 130-230-34

Document Number 3502482 is provided pursuant to the requirements of Section 1.NRS 111.312

1 **CODE: 1137**

Adam Hosmer-Henner, Esq. (NSBN 12779)

2 McDONALD CARANO

100 West Liberty Street, 10th Floor

3 Reno, Nevada 89501

Telephone: (775) 788-2000

4 ahosmerhenner@mcdonaldcarano.com

Attorney for Stanley Jaksick, in his individual capacity

5 *and as beneficiary of the Samuel S. Jaksick, Jr. Family Trust*

6 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**

7 **IN AND FOR THE COUNTY OF WASHOE**

8 * * * * *

9 In the Matter of the Administration of the

CASE NO.: PR17-00445

10 SSJ ISSUE TRUST,

DEPT. NO.: 15

11 In the Matter of the Administration of the

12 SAMUEL S. JAKSICK, JR. FAMILY TRUST,

13 WENDY JAKSICK,

14 Respondent and Counter Petitioner,

15 v.

16
17 TODD B. JAKSICK, Individually, as Co-Trustee
18 of the Samuel S. Jaksick, Jr. Family Trust, and as
19 Trustee of the SSJ's Issue Trust, MICHAEL S.
20 KIMMEL, Individually and as Co-Trustee of the
21 Samuel S. Jaksick, Jr. Family Trust, and
22 STANLEY S. JAKSICK, Individually and as Co-
Trustee of the Samuel S. Jaksick, Jr. Family
Trust, Kevin Riley, Individually and as former
Trustee of the Samuel S. Jaksick, Jr. Family Trust
and Trustee of the Wendy A. Jaksick 2012 BHC
Family Trust,

23 Petitioners and Counter-Respondents.

24 STANLEY JAKSICK,

Respondent and Counter-Petitioner,

25 v.

26
27 TODD B. JAKSICK, Individually and as Co-
Trustee of the Samuel S. Jaksick, Jr. Family
28 Trust.

AMENDED OBJECTION AND COUNTER-PETITION RE: FAMILY TRUST

Respondent and Counter-Petitioner Stanley Jaksick (“Stan” or “Stanley Jaksick”) objects to the Petition for Confirmation of Trustee and Admission of Trust to the Jurisdiction of the Court, and for Approval of Accountings and Other Trust Administration Matters (“Family Trust Petition”) filed by Petitioners Todd Jaksick and Michael Kimmel (“Trustee” or “Todd”) and asserts a Counter-Petition seeking relief from this Court.

I. INTRODUCTION

The Samuel S. Jaksick, Jr. Family Trust was created on December 4, 2003 by Samuel S. Jaksick Jr., (“Sam”), the grantor of the Family Trust, as the central repository of his sizeable estate. Family Trust Pet. Ex. 1. At the time that Sam died on April 21, 2013, the Family Trust had \$8,384,373.37 in assets on hand including interests in at least twenty-seven closely held businesses. *Id.* Ex. 5. These assets were intended to be distributed equally to each of Sam’s three children, Stan, Todd Jaksick (“Todd”), and Wendy Jaksick (“Wendy”).

While the administration of this large and complicated estate has been challenging for all involved, it has been made even more challenging as a result of the introduction of Co-Trustee Todd Jaksick’s (“Todd”) attempt to use an Indemnification and Contribution Agreement (“Indemnification Agreement”) to capture the Family Trust corpus for Todd’s personal benefit to the detriment of all other beneficiaries. Family Trust Pet. Ex. 10. Todd has claimed that this Indemnification Agreement purports to allow him to have the assets of the Family Trust exonerate his personal debts, as listed in Exhibit A to the Indemnification Agreement. *Id.* Given the \$9,034,277.61 in personal debts Todd has listed in the 2016 Family Trust Accounting, giving effect to the Indemnification Agreement would wipe out all of the other assets of the Family Trust and deny the other beneficiaries any interest in the Family Trust. *Id.* Ex. 7. This is contrary to the language and intent of the Family Trust but is also contrary to the language and intent of the Indemnification Agreement. The use of the Indemnification Agreement by Todd as an offensive weapon against the assets of the Family Trust should not be countenanced.

Because of Todd’s intention to use the Indemnification Agreement to capture the Family Trust assets, he has deliberately delayed distributing the Family Trust to the beneficiaries. Todd

1 is continuing to stall final distribution, or at the very least separation into three subtrusts, in order
2 to use the entire Family Trust as his reserve bank. Further, upon information and belief Todd is
3 not only using Family Trust assets to resolve existing debts as specified in the Indemnification
4 Agreement, he is creating new liabilities for which he can pledge and use Family Trust assets to
5 pay off rather than his own assets. Stan requests that this Court find, at a minimum, that the
6 Indemnification Agreement should be limited to the one-third interest that Todd has in the
7 Family Trust and charged against Todd's own share, rather than depleting the shares of Stan and
8 Wendy.

9 **II. PARTIES**

10 1. Petitioner / Counter-Respondent Todd Jaksick is the Co-Trustee and a beneficiary of the
11 Family Trust who resides in Washoe County, Nevada.

12 2. Petitioner Michael Kimmel is the Co-Trustee of the Family Trust who resides in Washoe
13 County, Nevada.

14 3. Respondent / Counter-Petitioner Stanley Jaksick is a Co-Trustee and a beneficiary of the
15 Family Trust who resides in Washoe County, Nevada.

16 4. Wendy Jaksick is a beneficiary of the Family Trust who resides in Dallas, Texas.

17 **III. TRUST HISTORY**

18 5. The Family Trust was executed by Sam on or about December 4, 2003. Family Trust Pet.
19 Ex. 1. On June 29, 2006, Sam restated the Family Trust and on December 10, 2012, Sam
20 executed a Second Amendment to the Family Trust.

21 6. Sam died on April 21, 2013 and was survived by his wife, Janene, who subsequently
22 passed away and his three children, Stanley Jaksick, Wendy Jaksick, and Todd Jaksick. Initially,
23 Todd, Stan, and Kevin Riley were appointed as the Co-Trustees of the Family Trust. Kevin Riley
24 resigned as Co-Trustee on July 31, 2013 and Todd appointed Michael S. Kimmel as the
25 replacement Co-Trustee.

26 **IV. INDEMNIFICATION AGREEMENT**

27 7. Todd has submitted claims against the Family Trust based on the Indemnification
28 Agreement. Family Pet. Ex. 10. Stan was unaware of this Indemnification Agreement and

1 certainly the scope of the Indemnification Agreement until after Sam's death. In fact, when
2 initially raising questions about the Indemnification Agreement, Stan was informed by Todd that
3 Stan had a similar indemnification agreement. Stan admits that he signed this document but did
4 not recall this document.

5 8. Todd's Indemnification Agreement states that Sam and Todd "entered several
6 transactions with respect to the family business, which required both [Sam and Todd] to
7 guarantee or otherwise, execute documents which require both [Sam and Todd] to make
8 payments or otherwise become liable thereunder." *Id.*

9 9. Todd's Indemnification Agreement states that Sam acknowledges that Todd "may not
10 have sufficient cash flow and/or financial means to make those payments or incur said liability."
11 *Id.* Furthermore, Sam "believes its in the best interest of the Jaksick Family that he indemnify
12 Todd B. Jaksick, individual and as trustee of the TBJ SC Trust and TBJ Investment Trust in the
13 event Samuel S. Jaksick, Jr. passes away and/or Todd B. Jaksick is unable to make such
14 payments on his own behalf or as trustee for the TBJ SC Trust and TBJ Investment Trust." *Id.*

15 10. Specifically, the Indemnification Agreement states that Todd "shall not be required to
16 repay a promissory note or incur any liability for any deficiency claim, liability or judgment in
17 the event the Obligations become due and payable." *Id.*

18 11. The Obligations listed in Exhibit A appear to be inconsistent with the stated purposes of
19 the Indemnification Agreement. For example, the Indemnification Agreement states that Sam
20 and Todd "are each, in some fashion, obligated proportionately and/or jointly and severally to
21 repay said Obligations." *Id.* Yet, Exhibit A contains numerous Obligations where Todd is the
22 only obligor. Additionally, the Indemnification Agreement states that the purpose of the
23 document relates to the family businesses, yet Exhibit A contains a seeming commitment by the
24 Family Trust to pay for Todd's personal home loan, personal construction loan, and Cadillac
25 automobile loan. *Id.*

26 12. The Indemnification Agreement should only activate if Todd is unable to cover the
27 Obligation with his own personal funds, as after all he is the primary beneficiary of these
28 Obligations. The Indemnification Agreement should also only activate if the Obligation actually

1 becomes due and payable and Todd should not be allowed to have the Family Trust advance the
2 full amount of the Obligation or extend the life of the Family Trust indefinitely to allow for
3 perpetual indemnification.

4 **V. GRANDCHILDRENS' TRUSTS**

5 13. The Second Amendment to the Family Trust provides that the trust assets must be
6 distributed into three equal shares, one for the benefit of Stan and his children, one for the benefit
7 of Wendy and her children, and one for the benefit of Todd and his children. Family Trust Pet.
8 Ex. 2.

9 14. Pursuant to the Second Amendment, "prior to distributing" the shares of Todd or Stan,
10 \$300,000 "shall be delivered to the Trustee of the Settlor's Educational Trust No. 4 for Stanley
11 S. Jaksick's children . . ." *Id.*

12 15. Todd, individually or with other parties, has refused to full comply with this requirement.
13 Upon information and belief, Todd is refusing to fund these Grandchild Trusts in order to retain
14 as many assets as possible to satisfy his interests under the Indemnification Agreement. This
15 constitutes a breach of trust and Todd should be ordered to comply with the terms of the Second
16 Amendment immediately.

17 **VI. LAKE TAHOE RESIDENCE**

18 16. Upon information and belief, Sam acquired the Lake Tahoe Residence in the 1970s and
19 used it as his primary residence until his death on April 21, 2013.

20 17. The Lake Tahoe Residence was conveyed to the Family Trust in 2006 when that trust
21 was created. Family Trust Pet. Ex. 1, Sch. A.

22 18. The Family Trust specifically provided that the "Lake Tahoe Residence and Residential
23 Fund shall be retained and administered as a separate trust for the benefit of the Surviving
24 Spouse and the Grantor's children who are living on the date of death of the Grantor." Family
25 Trust Pet. Ex. 1, Art. II, ¶ G.

26 19. As a result of the subsequent death of the surviving spouse of Samuel S. Jaksick, Jr.,
27 Janene Jaksick, each of his three children "shall have the right to use and occupy the Lake Tahoe
28 Residence, rent free, for such equal periods throughout each calendar year as the Trustee shall

1 determine, in the Trustee's sole discretion, until such time as the Lake Tahoe Residence is sold . .
2 .” *Id.* Art. II, ¶ G(1).

3 20. If the co-trustees of the Family Trust unanimously voted to sell the Lake Tahoe
4 Residence, then the proceeds were to be distributed equally between Stan, Wendy, and Todd. *Id.*
5 Art. II, ¶ G(4).

6 21. The Second Amendment to the Family Trust, executed on December 10, 2012, stated that
7 “Settlor amends the Trust to eliminate those provisions with respect to the Lake Tahoe home
8 because of its existing option and pending sale. Should the Lake Tahoe home be sold prior to
9 Settlor's death, the Trust provisions with respect to the Lake Tahoe home shall no longer apply.”
10 Family Trust Pet. Ex. 2.

11 22. On November 1, 2010, Sam and Incline TSS entered into a Real Estate Option
12 Agreement concerning the Lake Tahoe Residence. Exhibit 1. Upon information and belief, this
13 Option Agreement was intended to reduce the estate tax liability for Sam but not to constitute an
14 actual transfer of the Lake Tahoe Residence outside of the Jaksick family.

15 23. The Option Agreement states that the Lake Tahoe Residence was appraised in July 2010
16 at \$6,500,000. *Id.* This valuation was well below the actual market value of the property at the
17 time of the appraisal. On March 22, 2010, Sam obtained a valuation of the Lake Tahoe
18 Residence stating that the property should have a sales price of \$13,000,000 and an asking price
19 of up to \$15,400,000. Exhibit 2. Even if full payment was made under the Option Agreement,
20 the Family Trust received only a fraction of the value that it should have obtained from the sale
21 of the Lake Tahoe Residence.

22 24. The Option Agreement further states that Incline TSS has the option to purchase the Lake
23 Tahoe Residence for \$7,250,000 “in excess of the appraised value since it is the Buyer's desire to
24 retain the Property for future generations, if possible.” Exhibit 1. This provision makes little
25 sense because a higher sales price would make it less likely for the buyer to be able to afford
26 maintenance and taxes on the Lake Tahoe Residence rather than the other way around. The Lake
27 Tahoe Residence had a mortgage of \$6,300,000 owed to Bank of America at the time of the
28 Option Agreement. Exhibit 1. Incline TSS was supposed to use the sales proceeds to “satisfy the

1 debt on the Property when it becomes due if the debt cannot otherwise be assumed by the
2 Buyer.” *Id.*

3 25. Incline TSS was required to pay an initial option payment of \$50,000 to the Family Trust
4 prior to February 28, 2011 and additional annual payments of \$50,000 to maintain the option,
5 which had to be exercised prior to January 15, 2017. *Id.* Upon information and belief, the Option
6 Agreement expired due to Incline TSS’s failure to timely make these payments.

7 26. On December 5, 2011, the Family Trust assigned its right, title, and interest in the Lake
8 Tahoe Residence to SSJ LLC pursuant to an Option to Purchase and Escrow Instructions, dated
9 November 1, 2011. Exhibit 3. This Option to Purchase appears to be a separate document than
10 the Option Agreement dated November 1, 2010.

11 27. Upon information and belief, Incline TSS claims to have exercised its option to purchase
12 the Lake Tahoe Residence from SSJ, LLC on December 28, 2012. Upon information and belief,
13 Sam was undergoing open-heart surgery only a few days prior to the exercise of this option and
14 would not have been aware of the transaction.

15 28. Upon information and belief, Incline TSS does not appear to have validly exercised the
16 Option Agreement, in part, because it did not timely pay the entire amount owed under the
17 Option Agreement. Upon information and belief, neither SSJ, LLC nor the Family Trust appear
18 to have received the consideration owed by Incline TSS, resulting in Todd acquiring the Lake
19 Tahoe Residence for free or nearly free.

20 29. Todd breached his fiduciary duties to the Family Trust, individually or together with
21 other parties, by causing the Family Trust to transfer an asset, the Lake Tahoe Residence, out of
22 the Family Trust for less than fair market value.

23 **VII. AGREEMENT & CONSENTS**

24 30. Stan objects to the eight Agreements and Consents to Proposed Action to the extent that
25 Todd failed to inform him of material facts key to a full understanding of the documents. Family
26 Trust Pet. Exs. 9-16. Todd’s intentional and/or negligent actions prevented Stan from providing
27 his informed consent.
28

1 31. Stan relied on these documents as being in the best interest of all parties and prepared by
2 Family Trust counsel. Despite the boilerplate language in documents, Stan was never specifically
3 advised of his right to retain individual counsel nor was he given adequate time to obtain
4 counsel.

5 32. Stan objects to the Agreement and Consent to Proposed Action dated on July 24, 2013 for
6 all of the reasons related to the Indemnification Agreement. Family Trust Pet. Ex. 10.
7 Additionally, the Indemnification Agreement purports to limit itself to the ranch debt owed to
8 AG Credit and Metlife and Todd represented that this was the purpose of the Indemnification
9 Agreement. However, the language of the Indemnification Agreement is broader and potentially
10 represents a consent to the entirety of the indemnified obligations. Stan was not given an
11 adequate time to review the Agreement and Consent to Proposed Action nor sufficient
12 explanation as to the consequences of this document.

13 33. Stan objects to the Agreement and Consent to Proposed Action dated on August 14, 2013
14 as an unduly vague document. Family Trust Pet. Ex. 11. Todd failed to disclose to Stan that this
15 document could potentially allow Todd to use the Family Trust assets for any deficiencies related
16 to his personal assets.

17 34. Stan objects to the Agreement and Consent to Proposed Action dated on August 26,
18 2013, which relates to the sale of cattle. Family Trust Pet. Ex. 12. Todd represented to Stan that
19 the execution of this document was necessary because the Family Trust was in desperate need of
20 liquidity and it was a good time to sell the cattle. Todd never disclosed to Stan that it was Todd's
21 intention to purchase the cattle from the Family Trust. Upon information and belief, Todd did
22 purchase the cattle from the Family Trust but has never paid for these cattle.

23 35. Stan objects to the Agreement and Consent to Proposed Action dated on January 31,
24 2014 as Todd failed to disclose the underlying documents related to Duck Lake Ranch LLC and
25 the Super Cub aircraft to Stan in advance of the execution of this document. Family Trust Pet.
26 Ex. 13.

27 36. Stan objects to the Agreements and Consents to Proposed Action in Exhibits 15 and 16 of
28 the Family Trust Petition because Todd failed to disclose, among other things, that he was, as

Trustee of the Issue Trust, charging his own entities a lower interest rate than he was charging the Family Trust.

VIII. ACCOUNTINGS

37. Each of the three accounts ("Accounts") for the Family Trust was prepared by an accounting firm, Rossmann MacDonald & Benetti, Inc., that was "not independent with respect to the Estate of Samuel S. Jaksick, Jr." or "with respect to the Samuel S Jaksick Jr Family Trust." *See* Family Trust Pet. Exs. 5-7.

38. Upon information and belief, these three Accounts were prepared by this non-independent accounting firm using information that was transmitted by Todd and relied upon his representations without independent analysis or review.

39. Stan objects to these Accounts to the extent that they list an "unknown" liability of the Family Trust arising from Todd's Indemnification Agreement. The failure to quantify this "unknown" liability renders the entirety of the Account invalid as a beneficiary cannot adequately evaluate the Family Trust. *See* Family Trust Pet. Ex. 7, p. 31 ("Indemnification and Contribution Agreement which substantively indicates that Todd and Dawn Jaksick, TBJ SC Trust, and TBJ Investment Trust are indemnified against the Samuel S. Jaksick Jr. Family Trust from having to perform on obligations and debts. There are many amounts listed in the agreement and have been claimed against the trust. The total amount of the claim has yet to be determined.")

40. Stan reserves all rights to challenge or approve these Accounts based on further discovery.

IX. INTERESTED PERSONS

41. The names, ages, and addresses of the Co-Trustees and beneficiaries of the Family Trust entitled to notice of this document are as follows:

Name & Address	Age	Beneficial Interest
Todd Jaksick c/o Maupin, Cox & Legoy 4785 Caughlin Parkway Reno, Nevada 89519	Adult	Co-Trustee & Beneficiary

1	Michael S. Kimmel, Esq. Hoy Chrissinger Kimmel Vallas 50 West Liberty Street, Ste. 840 Reno, Nevada 89501	Adult	Co-Trustee
3	Stanley Jaksick c/o McDonald Carano 100 W. Liberty St. Reno, Nevada 89511	Adult	Co-Trustee & Beneficiary
5	Kevin Riley Rossmann MacDonald & Benetti, CPAs 3838 Watt Avenue, Suite E-500 Sacramento, California 95821	Adult	Beneficiary
7	Wendy Jaksick c/o R. Kevin Spencer Spencer Law, P.C. 500 N. Akard Street, Ste 2150 Dallas, Texas 75201	Adult	Beneficiary
10	Alexi Smrt 11 Bahama Court Mansfield, Texas 76063	Adult	Beneficiary
11	Luke Jaksick c/o Wendy A. Jaksick c/o R. Kevin Spencer Spencer Law, P.C. 500 N. Akard Street, Ste 2150 Dallas, Texas 75201	Minor	Beneficiary
14	Benjamin Jaksick c/o Dawn E. Jaksick 6220 Rouge Drive Reno, Nevada 89511	Minor	Beneficiary
16	Amanda Jaksick c/o Dawn E. Jaksick 6220 Rouge Drive Reno, Nevada 89511	Minor	Beneficiary
18	Regan Jaksick c/o Lisa Jaksick 5235 Bellazza Court Reno, Nevada 89519	Minor	Beneficiary
20	Sydney Jaksick c/o Lisa Jaksick 5235 Bellazza Court Reno, Nevada 89519	Minor	Beneficiary
22	Sawyer Jaksick c/o Lisa Jaksick 5235 Bellazza Court Reno, Nevada 89519	Minor	Beneficiary

42. Stan believes that the interests of all beneficiaries of the Family Trust, both current and future, including unborn or unascertained persons, can adequately and properly be represented by the beneficiaries identified above, in accordance with NRS Chapter 164.

COUNTER-PETITION

1
2 1. Stan alleges, pursuant to NRS 164.010, NRS 164.015, NRS 163.115, and NRS 153.031,
3 as follows.

4 2. This Court has already assumed jurisdiction over the Family Trust. Stan is a Co-Trustee
5 and beneficiary of the Family Trust and is therefore a proper interested party to raise these
6 claims.

7 **FIRST CLAIM FOR RELIEF – Breach of Fiduciary Duties**

8 3. Stan realleges the foregoing allegations as if set forth herein verbatim.

9 4. A trustee has “a duty to administer the trust, diligently and in good faith, in accordance
10 with the terms of the trust and applicable law.” Restatement (Third) of Trusts § 76 (2007).

11 5. Todd has breached these duties as set forth herein. Specifically, Todd has used his
12 position as Co-Trustee to maximize his share of the Family Trust through the use of the
13 Indemnification Agreement.

14 6. As a result of said breach, Stan has suffered actual economic harm entitling him to an
15 award of compensatory damages.

16 7. Because Todd’s breach of his fiduciary duty was done maliciously and with the intent to
17 defraud Stan, and in conscious and willful disregard of Stan’s property rights, Stan is entitled to
18 an additional award of punitive damages subject to proof at trial. Stan is also entitled to an award
19 of reasonable attorney’s fees and costs as provided under Nevada law.

20 **SECOND CLAIM FOR RELIEF – Breach of Duty of Impartiality**

21 8. Stan realleges the foregoing allegations as if set forth herein verbatim.

22 9. A trustee has a “duty to administer the trust in a manner that is impartial with respect to
23 the various beneficiaries of the trust, requiring that: (a) in investing, protecting, and distributing
24 the trust estate, and in other administrative functions, the trustee must act impartially and with
25 due regard for the diverse beneficial interests created by the terms of the trust; and (b) in
26 consulting and otherwise communicating with beneficiaries, the trustee must proceed in a
27 manner that fairly reflects the diversity of their concerns and beneficial interests.” Restatement
28 (Third) of Trusts § 79 (2007).

1 10. Todd has breached these duties as set forth herein and specifically by favoring his own
2 economic interests over Stan's interests. Specifically, Todd has refused to distribute the Family
3 Trust assets or fund the Grandchildrens' Trusts in order to preserve trust assets for his own
4 purposes.

5 11. As a result of said breach, Stan has suffered actual economic harm entitling him to an
6 award of compensatory damages.

7 12. Because Todd's breach of his fiduciary duty was done maliciously and with the intent to
8 defraud Stan, and in conscious and willful disregard of Stan's property rights, Stan is entitled to
9 an additional award of punitive damages subject to proof at trial. Stan is also entitled to an award
10 of reasonable attorney's fees and costs as provided under Nevada law.

11 **THIRD CLAIM FOR RELIEF – Breach of Duty of Information**

12 13. Stan realleges the foregoing allegations as if set forth herein verbatim.

13 14. A Trustee has a duty to inform beneficiaries "of changes involving the trusteeship and
14 about other significant developments concerning the trust and its administration, particularly
15 material information needed by beneficiaries for the protection of their interests." Restatement
16 (Third) of Trusts § 82 (2007).

17 15. A Trustee has a duty to inform beneficiaries "of the existence of the trust, of their status
18 as beneficiaries and their right to obtain further information, and of basic information concerning
19 the trusteeship" and "of significant changes in their beneficiary status." Restatement (Third) of
20 Trusts § 82 (2007).

21 16. Todd has breached the duty of information by failing to disclose key material facts to
22 Stan, including such concealment as failing to disclose that he was intending to purchase the
23 cattle for himself that he induced the Family Trust to sell.

24 17. As a result of said breach, Stan has suffered actual economic harm entitling him to an
25 award of compensatory damages.

26 18. Because Todd's breach of his fiduciary duty was done maliciously and with the intent to
27 defraud Stan, and in conscious and willful disregard of Stan's property rights, Stan is entitled to
28

1 an additional award of punitive damages subject to proof at trial. Stan is also entitled to an award
2 of reasonable attorney's fees and costs as provided under Nevada law.

3 **FOURTH CLAIM FOR RELIEF – Deceptive Trade Practices**

4 19. Stan realleges the foregoing allegations as if set forth herein verbatim.

5 20. Under NRS § 41.600, a civil action may be brought by "any person who is a victim of
6 consumer fraud." Under the Nevada statute, "consumer fraud" includes, among other things, "an
7 unlawful act as defined by NRS 598.0915 to 498.0925, inclusive.

8 21. Todd violated NRS 598.0915 et seq. by making the misrepresentations and concealing
9 the material facts alleged herein. Stan justifiably relied upon said misrepresentations and
10 suppression and concealment as alleged herein, and thus has stated a claim for consumer fraud.

11 22. As a result of said breach, Stan has suffered actual economic harm entitling him to an
12 award of compensatory damages, trebled by statute.

13 23. As a result of the deceptive trade practices by Todd, Stan has been damaged in an amount
14 in excess of \$15,000. Because Todd's deceptive actions were done maliciously and with the
15 intent to defraud Stan, and in conscious and willful disregard of Stan's property rights, Stan is
16 entitled to an additional award of punitive damages subject to proof at trial. Stan is also entitled
17 to an award of reasonable attorney's fees and costs as provided under Nevada law.

18 **FIFTH CLAIM FOR RELIEF – Fraudulent Misrepresentation**

19 24. Stan realleges the foregoing allegations as if set forth herein verbatim.

20 25. The material representations made to Stan by Todd as set forth above were fraudulent. In
21 particular, Todd represented that the Family Trust needed to sell cattle in order to raise cash,
22 when he had no intention of selling the cattle for value.

23 26. These false representations were communicated to Stan directly by Todd or indirectly
24 through the Agreements and Consents.

25 27. As a result of said breach, Stan has suffered actual economic harm entitling him to an
26 award of compensatory damages.

27 28. Because Todd's actions constituting fraud, suppression, and concealment were done
28 maliciously and with the intent to defraud Stanley, and in conscious and willful disregard of

Stanley's property rights, Stanley is entitled to an additional award of punitive damages subject to proof at trial. Stanley is also entitled to an award of reasonable attorney's fees and costs as provided under Nevada law.

SIXTH CLAIM FOR RELIEF – Fraud in the Inducement

29. Stan realleges the foregoing allegations as if set forth herein verbatim.

30. The material representations made to Stan by Todd as set forth above were fraudulent. In particular, Todd represented that the Family Trust needed to sell cattle in order to raise cash, when he had no intention of selling the cattle for value.

31. These false representations were communicated to Stan directly by Todd or indirectly through the Agreements & Consents. These false representations were communicated for the purpose of inducing Stan to agree to using Family Trust assets for Todd's benefit and to induce Stan to contribute additional capital to Incline TSS.

32. As a result of said breach, Stan has suffered actual economic harm entitling him to an award of compensatory damages.

33. Because Todd's actions constituting fraud, suppression, and concealment were done maliciously and with the intent to defraud Stanley, and in conscious and willful disregard of Stanley's property rights, Stanley is entitled to an additional award of punitive damages subject to proof at trial. Stanley is also entitled to an award of reasonable attorney's fees and costs as provided under Nevada law.

SEVENTH CLAIM FOR RELIEF – Negligent Misrepresentation

34. Stan realleges the foregoing allegations as if set forth herein verbatim.

35. Todd failed to adequately disclose material facts relating to the above transactions, including but not limited to the fact that he was intending to purchase the cattle for himself that he induced the Family Trust to sell.

36. As a result of said breach, Stan has suffered actual economic harm entitling him to an award of compensatory damages.

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EIGHTH CLAIM FOR RELIEF – Breach of Implied Covenant of Good Faith and Fair

Dealing

37. Stan realleges the foregoing allegations as if set forth herein verbatim.

38. Todd had an implied duty of good faith and fair dealing arising out of the Family Trust and the Agreements and Consents to Proposed Action. Todd specifically had the duty and obligation of good faith to not take actions inconsistent with the rights of Stan under the Family Trust or to countervene the spirit of the Agreements and Consents to Proposed Actions.

39. Todd has breached his implied covenant of good faith and fair dealing as a result of the material breaches, fraudulent conduct, and suppression and concealment as alleged herein.

40. As a result of said breach, Stan has suffered actual economic harm entitling him to an award of compensatory damages.

41. Because Todd's actions constituting fraud, suppression, and concealment were done maliciously and with the intent to defraud Stanley, and in conscious and willful disregard of Stanley's property rights, Stanley is entitled to an additional award of punitive damages subject to proof at trial. Stanley is also entitled to an award of reasonable attorney's fees and costs as provided under Nevada law.

NINTH CLAIM FOR RELIEF – Restrain the Use of Trust Assets and Dissipation of Assets

42. Stan realleges the foregoing allegations as if set forth herein verbatim.

43. Given the allegations set for herein, the Court should restrain Todd from using the assets of the Family Trust to defend his improper actions.

TENTH CLAIM FOR RELIEF – Removal of Co-Trustee

44. Stan realleges the foregoing allegations as if set forth herein verbatim.

45. Given the allegations set for herein, the Court should issue an order removing Todd as Co-Trustee and authorizing Stan to appoint his replacement.

46. Todd continues to use his powers as Co-Trustee to benefit himself and disadvantage all other beneficiaries. It would cause irreparable harm to the beneficiaries if Todd were to remain as Trustee and use Family Trust assets to pay for defending his unreasonable actions that were taken in bad faith.

X. PRAYER FOR RELIEF

WHEREFORE, Stanley Jaksick requests that the Court enter orders and judgment for the following relief:

- A. For the removal of Todd Jaksick as Co-Trustee of the Family Trust and to authorize Stan Jaksick to appoint a replacement Co-Trustee;
- B. For the restraint of Todd Jaksick's ability to use Family Trust assets to defend his actions in this litigation;
- C. For an award of damages in an amount to be proven at trial in excess of fifteen-thousand dollars;
- D. For an award of punitive and statutory damages;
- E. For recovery from Todd Jaksick for all actual, compensatory damages, including consequential damages and punitive damages;
- F. For an award of pre- and post-judgment interest until the judgment is paid in full;
- G. For an award of attorney's fees and costs of suit; and
- H. For such other and further relief as this Court deems just and proper.

Affirmation

The undersigned does hereby affirm that pursuant to NRS 239B.030, the preceding document does not contain the social security number of any person.

McDONALD CARANO

By /s/ Adam Hosmer-Henner
Adam Hosmer-Henner, Esq.
100 West. Liberty Street, 10th Floor
Reno, Nevada 89501

*Attorney for Stanley Jaksick, in his individual capacity
and as beneficiary of the Samuel S. Jaksick, Jr. Family
Trust*

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

By Stanley Jaksick
Stanley Jaksick

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I hereby certify that I am an employee of McDONALD CARANO and that on March 23, 2018, I served the foregoing on the parties in said case through the Court's e-filing system as follows:

Kent Robison, Esq.
Therese M. Shanks, Esq.
Robison, Sharp, Sullivan & Brust
71 Washington Street
Reno, NV 89503

Donald Lattin, Esq.
Robert LeGoy, Esq.
Brian C. McQuaid, Esq.
Maupin Cox & LeGoy
4785 Caughlin Parkway
Reno, NV 89519

Philip L. Kreitlein, Esq.
470 E. Plumb Lane, Ste. 310
Reno, NV 89502

Mark J. Connot, Esq.
Fox Rothschild, LLP
1980 Festival Plaza Drive, # 700
Las Vegas, NV 89135

In addition, copies were mailed to the following addressed as follows:

Todd Jaksick
c/o Maupin, Cox & Legoy
4785 Caughlin Parkway
Reno, Nevada 89519

Wendy Jaksick
c/o R. Kevin Spencer
Spencer Law, P.C.
500 N. Akard Street, Ste. 2150
Dallas, Texas 75201

Sawyer Jaksick
c/o Lisa Jaksick
5235 Bellazza Court
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Amanda Jaksick
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Regan Jaksick
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Kevin Riley
Rossman MacDonald & Benetti, CPA's
3838 Watt Avenue, Suite E-500
Sacramento, California 95821


Michael Kemmel, Esq.
Hoy Chrissinger Kimmel Vallas
50 W. Liberty Street, Ste. 840
Reno, Nevada 98521

I am familiar with the firm's practice for collection and processing of correspondence for mailing with the United States Postal Service.

The envelopes addressed to the above parties were sealed and placed for collection by the firm's messengers and will be deposited today with the United States Postal Service in the ordinary course of business.

I declare under penalty of perjury that the foregoing is true and correct.

DATED: March 23, 2018.

By 
Jill Nelson

4836-8170-5824, v. 2

THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

In the Matter of the Administration of the Case No. PR17-00445
SSJ'S ISSUE TRUST.

_____ /

CONSOLIDATED
In the Matter of the Administration of the Case No. PR17-00446
SAMUEL S. JAKSICK, JR. FAMILY TRUST. Dept. No. 15

_____ /

ORDER AFTER EQUITABLE TRIAL

On August 2, 2017, the trustees of the SSJ's Issue Trust ("Issue Trust") and the Samuel S. Jaksick, Jr. Family Trust ("Family Trust") filed Petitions for Confirmation of Trustee and Admission of Trust to the Jurisdiction of the Court, and for Approval of Accountings and Other Trust Administration Matters.¹ October 10, 2017, Wendy Jaksick filed an Opposition and Objection to the Petition. On January 19, 2018, Wendy filed a Counterpetition to Surcharge Trustees for Breach of Fiduciary Duties, for Removal of Trustees and Appointment of Independent Trustee(s), and for Declaratory Judgment and Other Relief, which was subsequently amended on February 23, 2018. Family Trust co-trustee Stan Jaksick filed an Objection to Approval of Accountings and Other Trust Administration Matters on October 10, 2017. Todd Jaksick, as trustee of the Issue Trust

¹ Family Trust co-trustee Stan Jaksick did not join in the petitions.

1 and co-trustee of the Family Trust, and Michael Kimmel as co-trustee of the Family Trust,
2 are represented by Donald Lattin and Carolyn Renner. Todd is represented in his
3 individual capacity by Kent Robison. Mr. Robison also represents Duck Lake Ranch, LLC,
4 Incline TSS, Ltd., and Sammy Supercub, LLC. Stanley Jaksick, as co-trustee of the Family
5 Trust, is represented by Adam Hosmer-Henner and Philip Kreitlein. Wendy is
6 represented by Mark Connot and Kevin Spencer.

7 1. This Court presided over a jury trial on legal claims between February 14,
8 2019, and March 4, 2019. The jury concluded Todd breached his fiduciary duty as trustee
9 and awarded damages of \$15,000. The jury found no other trustee breached any fiduciary
10 duty. In addition, the jury found Wendy had not proven her claims for 1) civil conspiracy
11 and aiding and abetting, 2) aiding and abetting breach of fiduciary duty, or 3) fraud
12 against any counter-respondent whether individually or as trustee. The jury did not find
13 any counter-respondent acted with fraud, oppression, or malice.

14 2. On May 13, 2019, this Court began a bench trial to resolve the remaining
15 equitable claims. By stipulation, the parties submitted written closing trial statements and
16 replies. This Court authorized supplemental briefing on a narrow issue related to Exhibit
17 561. This Court has considered all briefs and evidence admitted during the equitable trial
18 (including many exhibits previously admitted at jury trial).² This Court is aware that
19 disagreements continue and Wendy alleges ongoing breaches of fiduciary duties, as
20 illustrated by the moving papers relating to post-trial costs, the 2018 annual accountings,
21 and distribution guidance. It now finds and orders as follows:

22 General Findings

23 1. As a factfinder, this Court is authorized to consider its everyday common
24 sense and judgment, and determine what inferences may be properly drawn from direct
25 and circumstantial evidence. See Lewis v. Sea Ray Boats, Inc., 119 Nev. 100, 105, 65 P.3d

26
27 ² On May 13, 2019, the parties stipulated into evidence many exhibits previously admitted during the jury
28 trial. Wendy also offered new evidence during the equitable phase of trial. A list of all documentary
evidence admitted on equitable issues is contained in this Court's Order Addressing Evidence at Equitable
Trial, dated May 20, 2019. This Court has not considered unadmitted documentary evidence. However, this
Court has considered deposition testimony properly part of the trial record pursuant to NRCP 32.

1 245, 248 (2003); Nev. 1GI.5 (2011); Nev. 2EV.3 (2011); Nev. J.I. 1.05 (1986).

2 2. The facts presented in support of the equitable claims inextricably overlap
3 with the legal claims presented to the jury. Despite how the claims are pled, Wendy is
4 attempting to retry her case to obtain a second review of similar facts and an outcome
5 different from the jury verdict.³ This Court may or may not have reached the same
6 decision as the jury. Regardless, it has no authority to dilute or otherwise modify the
7 jury's verdict.

8 3. The file materials compose more than 17,000 pages. There were more than
9 300 separate pleadings, motions, oppositions, replies, joinders, and other substantive
10 papers filed in this proceeding. The parties produced tens of thousands of documents
11 before trial and marked 677 exhibits for the two trials, of which 227 were admitted. The
12 substantive papers (with exhibits and transcripts) filed since the jury's verdict compose
13 more than 4,000 pages. This Court has read and re-read the pending moving papers, to
14 include exhibits and transcripts. It has analyzed every argument presented and carefully
15 studied the cited authorities. It cannot synthesize the competing moving papers, exhibits,
16 and arguments into a single coherent order. It cannot resolve the arguments in minutia.
17 Therefore, this Court elects to make general findings, which are substantially supported by
18 the evidence of record.

19 4. This Court regrets some of its more direct findings, which it must disclose to
20 support its discretionary resolution of equitable claims.

21 5. Sam Jaksick created substantial wealth during his life but his leveraged
22 estate was compromised by the "great recession" during the last season of his life. Sam's
23 estate is exceedingly complex because he used tens of different corporate entities as
24 holding companies for his wealth. Sam also partnered with non-family business entities.

25 6. Sam had three children: Stan, Wendy, and Todd. Sam loved each of his

26
27 ³ On January 3, 2018, Wendy demanded a jury trial on all legal claims. Wendy demanded a jury – at least in
28 part – because she likely suspected a judge's comprehensive, studious examination of all evidence would not
result in the \$80 million compensatory damages and additional punitive damages she asked the jury to
award. This Court honors Wendy's unfettered constitutional right to a jury trial but it will not re-visit the
identical facts to arrive at a different outcome for Wendy.

1 children, despite their different strengths, weaknesses, and personalities. Wendy did not
2 transition well into adulthood and Sam was aware of her inability to provide for herself.
3 Wendy does not understand financial complexities. Sam was more confident in Stan and
4 Todd as he worked with them during his life and designated them to continue
5 participating in his estate and business affairs after his death. Stan's trial participation was
6 not lengthy but he appears to enjoy some financial fluency and business sophistication.
7 Stan also presented as a credible witness and thoughtful sibling. While Todd is most
8 familiar with Sam's business and trust affairs, he is only marginally sophisticated as a
9 trustee. He regularly deferred to the knowledge and expertise of others.⁴ Todd also
10 presented as conflicted by his own interests, influenced by his animus towards Wendy,
11 and confused about his duties as a neutral trustee.

12 7. Sam's estate plan evolved over the years, and its last iteration was influenced
13 by debt, tax avoidance, asset protection, and planning around Stan's divorce. Both Sam
14 and Todd were exposed to personal liabilities on substantial debts Sam had incurred.
15 Some of the estate documents were created in haste because of Sam's heart illness and
16 surgery in December, 2012. (Sam survived his heart illness and tragically died in a water
17 accident in 2013). Some of the 2012-13 estate planning documents are disorganized,
18 internally inconsistent, and complicated by notarial mischief or neglect. This Court was
19 particularly troubled by the notary's abdication of statutory responsibilities, which was an
20 influencing fact in the litigation Wendy pursued. Notaries are given great authority and
21 their actions induce reliance. The notary at issue fell below the statutory standards. This
22 finding alone warrants a substantial financial consequence upon the trust, which this
23 Court includes in its analysis of the no-contest penalty and attorneys' fees requests.

24 8. Todd's participation in Sam's estate beginning in 2012 can be viewed
25 through two opposing lenses: he was either a disconnected participant who yielded to his
26

27 ⁴ This Court understands jury instruction no. 11, which does not alter the fact that Todd struggled under the
28 shadow of his father's business acumen. The dynamic of Todd relying on professionals regarding the
accountings, while the professionals provided accountings with disclaimers and hyphens, created
uncertainty (or at least the appearance of uncertainty) about transactions, values, and who was ultimately
responsible for acts and accountings of trust administration.

1 father's wishes, or he was a subtly strategic participant who enriched himself to the
2 detriment of his siblings. These opposing possibilities are relevant only to understand
3 how this dispute became so bitter. This Court is inclined to find Todd was the former
4 rather than the latter, but regardless, Stan and Wendy had cause to seek answers to
5 questions created by document anomalies, inadequate disclosures, and transactions
6 inuring to Todd's benefit.

7 9. This action began when Stan, Wendy, and Todd were opposed to each other.
8 The dispute was exacerbated by inadequate information and self-interested perspectives.
9 Some of the more personal allegations among siblings reveal a family influenced by
10 misperceptions and individual interests. Wendy was particularly personal in her
11 allegations, the worst of which were harassing, vexatious, and without factual basis. There
12 were at least seven lawyers zealously advocating for their clients, which further
13 entrenched the siblings against each other. The children chose litigation over compromise
14 to work through the complexities of Sam's estate and their disparate financial
15 circumstances. With more effortful disclosures, neutral access to information, and a little
16 sibling patience, they *might* have worked through the messiness of Sam's estate to reach a
17 non-litigation resolution. Instead, the children sued each other, with Todd and Stan
18 settling their dispute just days before the jury trial began. Despite the settlement, this
19 Court is aware of the allegations Stan made against Todd in his deposition and trial
20 testimony. The settlement does not extinguish Stan's pleading allegations and
21 testimony – it merely reflects Todd and Stan's strategic and well-advised decision to
22 compromise their claims before trial. The settlement worked to Wendy's trial detriment,
23 yet she chose trial over settlement and must now accept the consequences of her choice.
24 Stan's allegations and testimony are relevant to contextualize the legal and equitable
25 claims, particularly the request to impose a no-contest penalty and for attorneys' fees
26 under NRS Chapter 18 and NRCP 68.

27 10. Todd and Stan contend they made every effort to avoid litigation but could
28 not persuade Wendy or her attorneys to choose compromise over conflict. This is mostly

1 accurate, as Wendy's litigation position and trial demand were influenced more by animus
2 and avarice than by a desire for balanced justice. In particular, Wendy's \$80 million jury
3 demand revealed her overreach. However, Wendy's litigation zeal does not extinguish
4 her probable cause to seek answers and formulate claims based upon the information she
5 had at the time — the same information that led to Stan's allegations against Todd.

6 11. Throughout trial this Court reflected upon how Sam would respond if he
7 observed his children spending millions of dollars litigating his estate. The parties
8 repeatedly invited this Court to consider Sam's testamentary intentions. Responding to
9 that invitation, this Court has wondered how Sam would react to see his estate
10 disproportionately allocated among his children. There is no way to know how or if Sam
11 would have enlarged Wendy's beneficial interests if he survived the economic recovery.
12 Sam loved Wendy despite her issues, and this Court suspects Sam would have continued
13 his pattern of lifetime largesse in favor of his troubled daughter. But suspicion and
14 speculation are beyond this Court's authority. Death arrives at its own inconvenient time
15 and none can alter its consequences. Wendy is simply without her paternal benefactor and
16 is susceptible to the trustees' actions as governed by documents and transactions Sam
17 approved during his life.

18 12. The trustees' initial petitions were predicated upon accountings that
19 provided inadequate information. The accountings were untimely, and even if technically
20 compliant with the statutes, they failed to provide full and fair notice to Wendy as a
21 beneficiary. This Court acknowledges the trustees attempted to answer Wendy's
22 questions by making their CPA and lawyers available to Wendy, but there is only
23 marginal evidence in the record the trustees invested their own personal efforts to satisfy
24 Wendy's concerns. At some point the trustees' responses became form over function.
25 Todd particularly grew weary of Wendy, which affected his neutral trusteeship, as
26 illustrated by his hope to satisfy Wendy's beneficial interests at a discount that inured to
27 his benefit. In response, Wendy initiated scorched-earth litigation grounded in
28 entitlement and limited self-awareness. This Court cannot now alter the consequences of

1 the trust administration and litigation choices that precede this order.

2 13. Wendy's legal and equitable claims are grounded in the same common facts
3 and are exceedingly difficult to segregate. As this Court reviewed the hundreds of pages
4 of written arguments relating to the equitable claims, it was taken back to the evidence
5 and arguments presented to the jury. Through the misty fog of painfully voluminous
6 allegations and varied claims, the core of Wendy's complaint is that Todd breached his
7 fiduciary duties by self-dealing and failing to disclose information relevant to Wendy as a
8 beneficiary. No matter how Wendy frames or argues her equitable claims, she asks this
9 Court to remedy the identical facts and transactions she placed before the jury. This Court
10 must look to the substance of the claims, not just the labels used in the pleading document.
11 Nev. Power Co. v. District Court, 120 Nev. 948, 960, 102 P.3d 578, 586 (2004).

12 14. The complexity of Sam's estate warranted extraordinary disclosures,
13 explanations, and compliance with discovery rules. There were significant discovery
14 disputes, such that this Court created a schedule for recurring access to the Discovery
15 Commissioner. This Court also ordered the production of disputed discovery. Discovery
16 continued to the very eve of trial and Wendy was still attempting to discern her beneficial
17 interests when trial began.

18 15. There were several sports references and metaphors argued to the jury.
19 Consistent with that theme, Wendy "swung for the fences" when she asked the jury to
20 award \$80 million to her (plus punitive damages), an amount that exceeds the evidentiary
21 value of this estate and would deprive Todd and Stan of any beneficial interests. She now
22 seeks a "mulligan" by re-arguing to this Court what was over-argued to the jury.⁵ The
23 jury found that Todd breached his fiduciary duties but only awarded \$15,000 to Wendy. It
24 found against Wendy on all other claims and against all other counter-respondents. This
25 Court may have been authorized to award additional equitable relief upon the same facts

26
27 ⁵ To illustrate, Wendy argued in her omnibus opposition to the cost memoranda filed before the equitable
28 claims trial that "damages may still be awarded, transactions may be set-aside, further breaches of fiduciary
duty may be found, and the ACPAs and other documents may be found fraudulent or invalid, ab initio."
These were all claims and requests rejected by the jury.

1 if the jury found for Wendy on more claims and against more counter-respondents. But
2 constitutional and decisional authorities prevent this Court from entering a subsequent
3 order diluting or altering the jury's verdict.

4 16. Todd asks this Court to contextualize the \$15,000 as a *de minimis* award. This
5 Court will not infuse qualitative meaning into the jury's verdict. To do so would be
6 impermissible speculation. Todd breached his fiduciary duties to Wendy. And Wendy
7 was not awarded the damages she sought. These two facts are integral to this Court's
8 resolution of equitable claims and fees requests.

9 General Legal References

10 1. This Court cannot supplant or alter a jury's verdict by relying upon common
11 facts to reach a different outcome. See generally Lehrer McGovern Bovis, Inc. v. Bullock
12 Insulation, Inc., 124 Nev. 1102, 197 P.3d 1032, 1038 (2008) (discussing special interrogatory
13 verdicts). In Acosta v. City of Costa Mesa, 718 F.3d 800 (9th Cir. 2013), the plaintiff
14 submitted his equitable claim for declaratory relief to the bench after the jury rejected his
15 legal claims. The court held "it would be a violation of the Seventh Amendment right to
16 jury trial for the court to disregard a jury's findings of fact. Thus, in a case where legal
17 claims are tried by a jury and equitable claims are tried by a judge, and the claims are
18 based on the same facts, in deciding the equitable claims, the Seventh Amendment
19 requires the trial judge to follow the jury's implicit or explicit factual determinations." Id.
20 at 828-29 (citations omitted).

21 2. In Sturgis Motorcycle Rally, Inc. v. Rushmore Photo & Gifts, Inc., 908 F.3d
22 313, 343 (8th Cir. 2018), the jury found for the plaintiff on legal intellectual property claims,
23 but the bench subsequently applied the equitable defenses of laches and acquiescence.
24 The appellate court reversed, holding "[t]o bind the district court's equitable powers, a
25 jury's findings must be on an issue 'common' to the action's legal and equitable claims;
26 otherwise, the court is free to treat the jury's findings as 'merely advisory'" Id.
27 Further, "[i]f the jury's findings were on a common issue, the court, in fashioning equitable
28 relief, may take into account facts that were not determined by the jury, but it may not

1 base its decision on factual findings that conflict with the jury's findings." Id. at 344
2 (citations omitted); see also Haynes Trane Serv. Agency, Inc. v. Am. Standard, Inc., 573
3 F.3d 947, 959 (10th Cir. 2009) (noting a court cannot grant equitable relief on facts rejected
4 explicitly or implicitly by a jury verdict); Avitia v. Metro Club of Chicago, Inc., 49 F.3d
5 1219, 1231 (7th Cir. 1995) ("[A] judge who makes equitable determinations in a case in
6 which the plaintiff's legal claims have been tried to a jury is bound by any factual findings
7 made or inescapably implied by the jury's verdict.").

8 3. Among prescribed form and content, an accounting must provide a
9 beneficiary with the ability to evaluate his or her interests. NRS 165.135(3). See also NRS
10 153.041. The cost of preparing an accounting is presumptively borne by the trust. NRS
11 165.1214(5). Unless acting in good faith, a trustee can be personally liable for failing to
12 provide an accounting. NRS 165.148. A beneficiary may petition the court to order a
13 trustee to perform his or her accounting duties. NRS 165.190. This Court may order a
14 trustee's compensation be reduced or forfeited, or enter other civil penalty, when a trustee
15 fails to perform his duties. NRS 165.200.

16 4. The trustees' just and reasonable expenses are presumptively governed by
17 the trust instruments and borne by the trust. However, this Court has authority to review
18 and settle the trustees' expenses and compensation. NRS 153.070. This Court may also
19 reduce a trustee's compensation or order a trustee to pay a beneficiary's reasonable
20 attorneys' fees and costs when the beneficiary compels redress for a breach of trust or
21 compliance with trust terms. NRS 153.031(3). See also In re Estate of Anderson, No.
22 58227, 2012 WL4846488 (Oct. 9, 2012). This Court may order the trust expenses defending
23 against a beneficiary's successful claims be borne by a trustee individually. NRS 18.090.
24 See also Estate of Bowlds, 120 Nev. 990, 1,000, 102 P.3d 593, 600 (2004) (concluding
25 payment of attorney's fees from trust assets only when litigation generally benefits the
26 trust); NRS 153.031(3)(b) (stating if court grants relief to petitioner, it may order trustee to
27 pay fees and costs); RESTATEMENT (THIRD) OF TRUSTS § 100 (2012) (examining denial of
28 compensation to breaching trustee).

1 5. NRS 163.00195 governs no-contest provisions. It begins by emphasizing this
2 Court's duty to enforce no-contest clauses to effectuate a settlor's intent. NRS 163.00195(1).
3 However, the statute then creates a wide exception when it provides a no-contest clause
4 must not be enforced when a beneficiary acts to enforce her legal rights, obtain court
5 instruction regarding proper administration, seeks to enforce the trustee's fiduciary duties,
6 or institutes and maintains a legal action in good faith and based on probable cause. NRS
7 163.00195(4). See also Matter of ATS 1998 Tr., No. 68748, 2017 WL3222533, at *4 ("[T]he
8 purpose of a no-contest clause is to enforce the settlor(s)' wishes, not to discourage a
9 beneficiary from seeking his or her rights."). A legal action is based on probable cause
10 when the facts and circumstances *available to the beneficiary*, or a properly informed and
11 advised reasonable person, "would conclude that the trust, the transfer of property into
12 the trust, any document referenced in or affected by the trust or any other trust-related
13 instrument is invalid." NRS 163.00195(4)(e) (emphasis added).

14 6. A trustee has a duty to act impartially, based on what is fair and reasonable
15 to all beneficiaries. Specifically, "the trustee shall act impartially in investing and
16 managing the trust property, taking into account any differing interests of the
17 beneficiaries." NRS 164.720(1). "[I]t is the trustee's duty, reasonably and without personal
18 bias, to seek to ascertain and to give effect to the rights and priorities of the various
19 beneficiaries or purposes as expressed or implied by the terms of the trust." RESTATEMENT
20 (THIRD) OF TRUSTS § 79 (2007).

21 7. "In all matters connected with [the] trust, a trustee is bound to act in the
22 highest good faith toward all beneficiaries and may not obtain any advantage over the
23 latter by the slightest misrepresentation, concealment, threat, or adverse pressure of any
24 kind." Charleson v. Hardesty, 108 Nev, 878, 882, 839 P.2d 1303, 1306 (1992) (quoting
25 Morales v. Field, 160 Cal.Rptr. 239, 244 (1980)).

26 8. This Court may remove a trustee for good cause, including breach of
27 fiduciary duties. NRS 156.070; NRS 163.115; NRS 163.190; NRS 163.180; NRS 164.040(2);
28 see also Diotallevi v. Sierra Dev. Co., 95 Nev. 164, 591 P.2d 270 (1979) (explaining court has

1 “full equitable powers” to redress breach of trust). Removal may be appropriate when
2 there is significant animosity between the trustee and a beneficiary, such that it has the
3 potential to materially interfere with the proper administration of the trust. Acorn v.
4 Monecchi, 386 P.3d 739, 760 (Wyo. 2016) (explaining the relevant question is whether
5 “hostility, in combination with existing circumstances, materially interferes with the
6 administration of the trust or is likely to cause that result”); In re Estate of Stuchlik, 857
7 N.W.2d 57, 70 (Neb. 2014) (stating a trustee cannot act impartially when “influenced by . . .
8 animosity toward individual beneficiaries”); BOGERT, LAW OF TRUSTS AND TRUSTEES § 129
9 (3d rev. ed. 2019) (explaining where there is potential for a conflict of interest to arise from
10 the dual status of a trustee who is also a beneficiary, removal of the trustee may be
11 appropriate); see also Dennis v. R.I. Hosp. Trust Nat. Bank, 571 F. Supp. 623, 639 (D.R.I.
12 1983) (discussing removal may be appropriate when the court could expect “that future
13 Trust transactions will be scrutinized by the beneficiaries” as a result of lengthy and
14 antagonistic litigation). Additionally, conflict between the trustee and beneficiary may
15 form a basis for removal when personal contact or collaboration is required for the
16 administration of the trust. Blumenstiel v. Morris, 180 S.W.2d 107, 109 (Ark. 1944). “The
17 purpose of removing a trustee is not to inflict a penalty for past action, but to preserve
18 trust assets.” Getty v. Getty, 205 Cal.App.3d 134, 140 (1988).

19 9. Attorney’s fees are not allowed to a prevailing party absent a contract,
20 statute, or rule to the contrary. See Smith v. Crown Fin. Servs., 111 Nev. 277, 890 P.2d 769
21 (1995) (analyzing the American and English rules regarding attorney’s fees and their
22 intersection with Nevada Law). NRS 18.010(2)(b) provides that this Court may award
23 attorney’s fees when it finds a claim was brought or maintained without reasonable
24 ground, or to harass the prevailing party. Pursuant to NRCP 68(a), “[a]t any time more
25 than 21 days before trial, any party may serve an offer in writing to allow judgment to be
26 taken in accordance with its terms and conditions.” If an offer is not accepted within the
27 prescribed time period, it will be considered rejected by the offeree. NRCP 68(e). If an
28 offeree rejects an offer and fails to obtain a more favorable judgment, “the offeree must

1 pay the offeror's post-offer costs and expenses, including . . . reasonable attorney fees, if
2 any be allowed, actually incurred by the offeror from the time of the offer." NRCP
3 68(f)(1)(B) (emphasis added).

4 10. "[T]he purpose of NRCP 68 is to encourage settlement . . . not to force
5 plaintiffs unfairly to forego legitimate claims." Beattie v. Thomas, 99 Nev. 579, 588, 668
6 P.2d 268, 274 (1983). To determine whether an award of fees is appropriate, a court must
7 consider and weigh the following factors: (1) whether the claim was brought in good faith;
8 (2) whether the offer of judgment was reasonable and in good faith in both its timing and
9 amount; (3) whether the decision to reject the offer and proceed to trial was grossly
10 unreasonable or in bad faith; and (4) whether the fees sought by the offeror are reasonable
11 and justified in amount.⁶ Beattie, 99 Nev. at 588-89, 668 P.2d at 274. No one Beattie factor
12 is outcome determinative, and each should be given appropriate consideration. Yamaha
13 Motor Co., USA v. Arnoult, 114 Nev. 233, 252 n.16, 955 P.2d 661, 673 n.16 (1998).

14 11. A proceeding concerning a trust "does not result in continuing supervisory
15 proceedings, and the administration of the trust must proceed expeditiously in a manner
16 consistent with the terms of the trust, without judicial intervention or the order, approval
17 or other action of any court, unless the jurisdiction of the court is [properly] invoked . . . as
18 provided by other law." NRS 164.015(7).

19 Equitable Issues

20 The following equitable issues and arguments are before this Court:

21 1. *Approval of accountings*

22 The trustees ask this Court to settle, allow, and approve the Issue and Family Trust
23 accountings without further examination, to include approval of trustees' fees, attorneys'

24
25 ⁶ When considering the fourth Beattie factor, the court must consider the Brunzell factors. See Shuette v.
26 Beazer Homes Holdings Corp., 121 Nev. 837, 864-65, 124 P.3d 530, 548-49 (2005). These factors include the
27 following: "(1) the qualities of the advocate: his or her ability, training, education, experience, professional
28 standing, and skill; (2) the character of the work to be done: its difficulty, intricacy, importance, time and
skill required, the responsibility imposed and the prominence and character of the parties where they affect
the importance of litigation; (3) the work actually performed by the lawyer: the skill, time, and attention
given to the work; and (4) the result: whether the attorney was successful and what benefits were derived."
Brunzell v. Golden Gate Nat'l Bank, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969).

1 fees, and payment of other professional fees and administrative expenses.⁷ Wendy
2 opposes and asks this Court to order the trustees to prepare statutory compliant
3 accountings that disclose assets, values, transactions, and other acts of trust
4 administration. Wendy further argues that if the amended accountings are untimely or
5 noncompliant, this Court should find and remedy the trustees' breach of fiduciary duties.

6 The timing and form of accountings are prescribed by statute. But an accounting is
7 more than a formulaic compilation of data. An accounting is given to provide notice. Just
8 as facts in controversy vary from case to case, an accounting must be adjusted as the trust
9 estate requires. The trusts before this Court are complex because of the multiple layers of
10 entity and fractional ownership. They are further complicated by fluid and often
11 unknown values. This Court generally agrees with Wendy that the accountings fail to
12 provide adequate notice because they reveal only a portion of Sam's complex affairs – they
13 are mere pieces in a much larger puzzle and are ineffective when only reviewed in
14 isolation.⁸ Instead, the accountings created confusion and engendered suspicion. The
15 trustees attempted to answer Wendy's questions informally and made their professionals
16 available to answer Wendy's questions. But the accountings should have included more
17 explanatory details. The best example of how the accountings failed to provide actual and
18 adequate notice occurred when Todd testified Wendy could expect to receive \$4 million
19 from a variety of sources. While the trustees may have provided explanations through
20 accountants and settlement offers, Wendy's beneficial expectancy is not apparent from the
21 accountings or evidence of the trustees' pre-trial explanations.

22 However, this Court also notes that Wendy's complaints about the content and
23 general timing of the accountings were presented to the jury in the legal phase of trial and
24 are therefore facts common to the equitable claims. The jury presumably considered all
25 evidence when deliberating its verdict. The verdict is an express or implicit rejection of

26
27 ⁷ The relevant accountings are for the Issue and Family Trusts (April, 2013 through December, 2017) and
Wendy's subtrust (2013 – 2016).

28 ⁸ Wendy argues: "While in some circumstances, preparing and delivering accountings in the format
provided by NRS 165.135 may fully satisfy a fiduciary's requirement to account and fully disclose, that is not
and cannot be the case for these very complex trusts."

1 Wendy's complaints about the accountings. Accordingly, this Court will not provide
2 equitable relief regarding the accountings, which were constructively approved and
3 confirmed by the jury's verdict. In so doing, this Court does not countenance the trustees'
4 arguments that all accountings and disclosures complied with Nevada law, to include
5 NRS 165.135(4)(a), which allows for a statement prepared by a CPA containing summaries
6 of the information required by NRS 165.135(1). This Court simply orders that all litigation
7 regarding the accountings in existence at the time of the jury trial must end.⁹ The nature of
8 the accountings influence this Court's decision regarding attorneys' fees and the no-
9 contest provisions of the trust.

10 2. *Validity of the Agreements and Consents to Proposed Actions (ACPAs) and*
11 *Indemnification Agreements*

12 Todd as trustee of the Issue Trust, and Todd and Michael Kimmel as co-trustees of
13 the Family Trust, ask this Court to ratify and approve the ACPAs, thus relieving them of
14 liability for actions reasonably taken in reliance upon them. They (and Todd individually)
15 also ask this Court to affirm the indemnification agreements. Wendy opposes and asks
16 this Court to invalidate the ACPAs and rescind any transactions accomplished through
17 them. She also contests Stan and Todd's indemnification agreements and asks that any
18 transactions accomplished through them be invalidated and set aside. Each party presents
19 substantial arguments supporting their respective positions. This Court again returns to
20 the scope and content of the jury trial and the facts common to legal and equitable claims.
21 While the attorneys argued to the jury that this Court would decide the validity of the
22 ACPAs and indemnification agreements, each of the challenged documents and related
23 transactions were thoroughly presented and argued to the jury – including document
24 preparation, execution, and other formation irregularities. Thus, at least, the jury verdict is
25 an implicit rejection of Wendy's arguments.

26 Having considered all arguments, this Court concludes it will neither affirm nor

27
28 ⁹ The trustees may wish to modify the form of future accountings to provide better notice and explanations
to the beneficiaries. Otherwise, they risk objections this Court may be inclined to grant, including an award
of attorney's fees.

1 reject the ACPAs and indemnification agreements. They cannot be segregated from the
2 legal claims presented to the jury and now subsequently argued in support of equitable
3 relief. The jury constructively approved and affirmed the ACPAs and indemnification
4 agreements when it reached its verdict. The verdict prevents additional litigation and
5 precludes liability exposure for actions taken in reliance upon these documents. All claims
6 involving the disputed ACPAs and indemnification agreements shall end with the jury's
7 verdict. Nonetheless, the ACPAs and indemnification agreements also influence this
8 Court's decision regarding attorneys' fees and the no-contest provisions.

9 3. *Violation of the no-contest provisions of the trusts*

10 All trustees except Stan ask this Court to declare that Wendy violated the no-contest
11 provisions of the trusts when she initiated and maintained this litigation. Wendy opposes
12 and asks this Court to declare that Todd violated the no-contest provisions when he filed
13 the initial petition and later moved to dismiss her litigation. The trustees' request deserves
14 analysis, whereas Wendy's request is retaliatory and made with little legal basis or
15 support from the trust instruments.

16 Wendy sought to enforce her rights, obtain instructions, and remedy a breach of
17 fiduciary duties. The jury agreed that Todd breached his fiduciary duties. Further, based
18 upon the information she possessed, she had probable cause to seek invalidation of
19 transfers and other acts of trust administration. This Court must distinguish between the
20 *existence* of probable cause for initiating and maintaining this action with the manner in
21 which the probable cause was *litigated*. As noted elsewhere, Wendy and Stan had
22 probable cause to seek answers to questions raised by the accountings and other events of
23 trust administration. Thus, while Wendy's litigation zeal and overreaching jury demand
24 may implicate Sam's intention to disincentivize litigation, Wendy's legal actions were
25 authorized and do not create a bar to her beneficial rights.

26 4. *Unjust enrichment and constructive trust*

27 Wendy asks this Court to impress a constructive trust to cure unjust enrichment
28 caused by fraud, breach of fiduciary duty, and self-dealing. Todd, Stan, and the trustees

1 make several arguments in opposition to Wendy's request. This Court disagrees with
2 Wendy's position. Wendy's allegations of misconduct, document impropriety, and self-
3 dealing underlying her request for equitable relief are inseparable from the legal claims
4 she presented to the jury. Wendy has been awarded damages for Todd's breach of
5 fiduciary duties. Any other equitable relief would constitute double recovery and alter the
6 jury's verdict in violation of the Seventh Amendment and its interpretative decisions.

- 7 5. *Removal of trustees*
8 *Disgorgement of trustee fees*
9 *Use of trust funds to initiate petition and defend against Wendy's counterpetition*
 Award of attorneys' fees

10 Wendy relies upon her same arguments when asking this Court to remove the
11 trustees, order the trustees to disgorge trustee fees, and deny the use of trust funds to
12 present their petitions and defend against her counterpetition. The parties present
13 substantial authorities and arguments (and other moving papers) relating to attorneys'
14 fees.

15 There is no basis to consider the removal of any trustee except Todd. The two bases
16 to remove Todd are 1) the jury's verdict that Todd breached his fiduciary duties, and 2)
17 this Court's observation that Todd's neutrality is conflicted by his own interests and
18 animus towards Wendy. This Court concludes removal would be unjust and
19 incommensurate for several reasons: 1) Todd is Sam's designated and preferred trustee, 2)
20 other trustees will diffuse Todd's conflicts and reduce the personal contact between Todd
21 and Wendy, 3) the remedy against Todd's breaches and conflicts are made through other
22 orders regarding attorneys' fees, disgorgement of trustee's fees, and inapplicability of the
23 no-contest provisions, 4) Todd's own affairs are inseparable from trust administration and
24 his removal as trustee will not sever him from trust business; he will remain involved in
25 Jaksick family affairs through his ongoing management and ownership of several other
26 related entities, 5) the expenses of removing Todd and educating a successor trustee
27 would be expensive and inefficient, and 6) Wendy's suggestion that a commercial trustee
28 serve as successor trustee for all trustees is neither warranted nor workable.

 However, based upon the jury's verdict that Todd breached his fiduciary duties

1 (and secondarily, this Court's findings about the timing and content of the accountings),
2 this Court grants Wendy's request that Todd disgorge or disclaim all trustee's fees from
3 the inception of his trusteeship through the date when final judgment is entered. The
4 amount disgorged or otherwise forfeited may serve as an offset against the 25% of
5 trustees' attorneys' fees Todd is ordered to pay, as set forth below. This Court confirms
6 trustee fees to all other trustees.

7 There are several requests regarding attorney's fees as a trust expense. This Court's
8 discretionary resolution of the fees requests is bound by all facts of record and influenced
9 by the entirety of the pre-trial, legal, and equitable proceedings (including the settlement
10 agreement between Todd and Stan) and uncertainties created by notarial malfeasance.

11 This Court first orders that Stan Jaksick and Michael Kimmel's attorneys' fees be
12 chargeable to the trust and paid from trust corpus. This Court's decision regarding
13 Wendy and Todd's fees (both as trustee and individually) are more complicated. There
14 are competing facts and legal principles, which this Court analyzes in the aggregate and
15 not in isolation. In particular, the NRCP 68 request cannot be considered narrowly, but
16 instead, must be viewed by a totality of the case proceedings and statutory authorities
17 governing trustees. There are several options before this Court:

- 18 - Order the trust to pay all, some, or none of Wendy's fees
19 because she successfully obtained a verdict that Todd breached
20 his fiduciary duties as trustee.
- 21 - Order the trust to pay all, some, or none of the fees Todd
22 incurred as trustee because, even though he breached his
23 fiduciary duties, he qualitatively and quantitatively prevailed
24 against other claims asserted by Wendy.
- 25 - Order Wendy to pay fees Todd incurred because she brought
26 or maintained her action without reasonable grounds or to
27 harass.
- 28 - Order Wendy to pay fees Todd incurred as trustee of the Issue
Trust because she rejected his \$25,000 offer of judgment.
- Order Wendy to pay fees Todd incurred individually because

1 she rejected his \$25,000 offer of judgment.

- 2 - Discretionarily decline to order Wendy to pay fees pursuant to
3 the offers of judgment.

4 On August 29, 2018, Todd offered Wendy to have judgment entered against him
5 individually in the amount of \$25,000. He also offered Wendy to have judgment entered
6 against him as trustee of the Issue Trust in the amount of \$25,000. The jury did not make
7 any adverse findings against Todd individually, but it concluded Todd breached his
8 fiduciary duties as trustee and awarded \$15,000 to Wendy. With adjustments for interest,
9 the amount Wendy will receive is almost indistinguishable from the \$25,000 Todd offered
10 as trustee. To the extent there is a *de minimis* distinction, the difference is not enough in a
11 dispute that incurred several million dollars of fees and involved tens of millions in
12 controversy.

13 An offer of judgment must be an authentic attempt to settle a dispute. The offer of
14 judgment benefit is not automatically conferred. Instead, this Court must carefully
15 analyze the offer and discretionarily apply it to the unique facts of each case. This Court
16 and counsel are familiar with the American Rule of attorneys' fees and discretionary
17 application of NRCP 68. This Court's discretion exists to encourage parties to convey
18 legitimate offers to resolve their disputes. Of course, judicial discretion is controversial to
19 those who are aggrieved, and it is unpredictable to all.

20 On one side, offers that are appropriate in time and amount will cause the non-
21 offering party to become realistic and engage in genuine risk/benefit analyses. These
22 offers shift a calculated risk as trial approaches. To be an effective mechanism to resolve
23 disputes before trial, they should be in an amount the non-offering party cannot decline in
24 good faith. Defendants who perceive no liability exposure chafe against making time- and
25 amount-appropriate offers because they resent the payment of any money to a party they
26 perceive will not prevail at trial. On the other side, offering parties sometimes make time-
27 and amount-inappropriate offers *they expect to be rejected*. These offers do not facilitate
28 settlement--they are strategic devices to shift the risk of fees by offering illusory

1 consideration to end litigation.

2 This Court's discretion is guided by the unique facts and procedural history of this
3 case. This Court analyzes the Beattie factors as follows:

4 *Whether Wendy's claims were brought in good faith?* Wendy believed in good faith that
5 she suffered damages from Todd's individual and fiduciary misconduct. She trusted the
6 court system and exercised her constitutional right to jury trial. This Court concludes that
7 Wendy's claims against Todd as trustee of the Issue Trust were brought in good faith.
8 Wendy's concerns are countenanced, in large part, by the questions raised by the
9 accountings, Stan's separate allegations against Todd, document anomalies, and the optics
10 of Todd's disproportionate benefit from Sam's business and trust affairs. The good-faith
11 nature of Wendy's claims against Todd individually are more difficult to discern. In the
12 final analysis, Wendy had some cause to initiate the claims against Todd individually, but
13 as discovery progressed, Wendy's cause to pursue Todd individually diminished. This
14 factor weighs slightly in Wendy's favor regarding the Issue Trust offer of judgment and is
15 neutral regarding Todd's individual offer of judgment.¹⁰

16 *Whether Todd's offers were reasonable and in good faith in both timing and amount?* This
17 Court has wrestled with the question of whether the offers of judgment were brought in
18 good faith in both timing and amount. These offers of judgment were made six months
19 after Wendy filed her amended counter-petition, when discovery was still in its infancy.
20 This Court concludes the amounts offered were neither good faith/reasonable nor
21 strategic bad faith/unreasonable. They fall within the continuum between those two
22 categories. Todd knew, or should have known, the fees incurred through continuing
23 litigation alone would substantially overshadow the offered amounts. Todd knew, or
24 should have known, that Wendy would never accept \$25,000 to resolve her claims against
25 him as trustee of the Issue Trust.

26 However, Todd also had cause to believe he would prevail at trial, a fact now
27

28 ¹⁰ Because this Court finds Wendy brought her claims in good faith, this Court concludes fees under NRS
18.010(2)(b) are not warranted.

1 proven with respect to the claims against him individually. Todd's subjective belief about
2 the strength of his position is legally relevant. "[W]here the offeror has a reasonable basis
3 to believe that exposure to liability is minimal, a nominal offer is appropriate." Arrowood
4 Indem. Co. v. Acosta, Inc., 58 So. 3d 286, 289 (Fla. Dist. Ct. App. 2011) (discussing the good
5 faith prong of an offer of judgment from a Florida statute analogous to NRCP 68). At the
6 time Todd made his individual offer, Wendy had been unable to present coherent facts
7 underlying her claims against him personally. He therefore had reason to believe
8 Wendy's claims against him individually were weak or lacked merit. See Beach, 958 F.
9 Supp. at 1171 (holding defendant's offer was reasonable even though plaintiff's alleged
10 damages exceeded the offer's amount "given the weaknesses defendant perceived in
11 plaintiff's case."); see also Scott-Hop v. Bassek, Nos. 60501, 61943, 2014 WL 859181 at *6
12 (Feb. 28, 2014) (holding reasonable an offer of \$25,000 even though plaintiff's alleged
13 medical expenses were over \$150,000 because of the uncertainty of plaintiff's case and
14 defendant's summary judgment motion); Max Bear Productions, Ltd. v. Riverwood
15 Partners, LLC, No. 3:09-CV-00512-RCJ-RAM, 2012 WL 5944767 (D. Nev. Nov. 26, 2012)
16 ("The token \$1,000 offer may appear to have been made simply for the procedural purpose
17 of preserving rights to fees . . . should Defendant win a judgment. However, the
18 weaknesses of Plaintiff's case made this token offer reasonable."); Arrowood, 58 So. 3d at
19 289-90 (holding a court is required to consider an offeror's subjective belief that an offer is
20 reasonable and not just objective factors).

21 This Court concludes the second factor to consider is neutral regarding the Issue
22 Trust and does not inure to any party's favor or disfavor. Todd hoped he would prevail at
23 trial, but given the financial and documentary complexity, discovery delays and disputes
24 (including Todd's continued depositions long after the offers of judgment were made), the
25 untimely accountings, incomplete discovery, and the amounts in controversy, the offer
26 does not appear to be made with the good-faith intention of settling Wendy's claims. In
27 contrast, Todd's offer to settle Wendy's claims against him individually for the payment of
28 \$25,000 appears more reflective of the circumstances and was made with a good-faith

1 intention to settle the claims. Thus, this factor favors Todd individually.

2 *Whether Wendy's decision to reject the offer and proceed to trial was grossly unreasonable*
3 *or in bad faith?* Wendy's decision to reject Todd's offer as trustee of the Issue Trust was not
4 grossly unreasonable or in bad faith. The offer arrived early in discovery. Wendy had
5 incurred substantially more in fees than the offered amount and she was entitled to
6 examine her legal position after discovery was received. In contrast, her decision to reject
7 Todd's individual offer is less reasonable, yet this Court cannot conclude her rejection was
8 grossly unreasonable or made in bad faith. Her decision was simply unwise in retrospect
9 and she cannot now be relieved of its consequences. This third factor weighs in favor of
10 Wendy regarding the Issue Trust and is neutral regarding Todd's personal liability.

11 *Whether the fees sought are reasonable and justified in amount?* Todd's individual and
12 trustee attorneys are experienced in law and trial. They have exemplary records of service
13 in our legal community and they obtained a positive outcome for their clients. After
14 considering each of the Brunzell factors, this Court finds the fees sought by Todd
15 individually from the date of the offer are reasonable in light of his experienced and
16 effective attorneys, duration and scope of litigation, and the result obtained. However,
17 the aggregate fees this Court expects Todd to seek as trustee of the Issue Trust are not
18 justified when the offered \$25,000 is compared to the jury verdict. Shifting substantial
19 attorneys' fees to Wendy is unjustified in this instance. Regarding Todd's individual fees,
20 the amounts are reasonable and justified when charged against Wendy. This factor is
21 neutral with respect to the Issue Trustee offer and favors Todd with respect to his
22 individual offer of judgment.

23 For these reasons, this Court orders as follows:

- 24 a. The trusts shall pay 100% of the fees incurred by their attorneys in
25 representation of the trustees. However, Todd shall reimburse the
26 trusts from his personal resources for 25% of the amount paid because
27 the jury determined he breached his fiduciary duties. Provided,
28 however, Todd is entitled to reduce this 25% personal obligation by

1 the amount of trustee's fees he is ordered to disgorge.

- 2 b. Wendy is *not* required to pay fees Todd incurred as trustee because
3 she rejected the \$25,000 offer of judgment.
- 4 c. Wendy *shall* pay 100% of fees Todd incurred individually from the
5 date the offer of judgment was made. Provided, however, Todd shall
6 be Wendy's judgment creditor and have no greater access to payment
7 than any other judgment creditor. Todd may attach or anticipate
8 Wendy's distributive share only if there are no spendthrift provisions
9 within the trust instruments that prohibit such creditor collection
10 efforts. If such spendthrift provisions exist, distributions shall be
11 made to Wendy and Todd may seek collection efforts against Wendy
12 personally, subsequent to the distribution. The trustees (including
13 Todd) shall carefully measure Todd's rights as an individual
14 judgment creditor with their fiduciary duties owed to Wendy as a
15 beneficiary.
- 16 d. The Trusts shall pay a combined attorneys' fee of \$300,000 to Wendy's
17 attorneys for prevailing in the claim against Todd for breach of
18 fiduciary duties. This payment shall be made directly to Wendy's
19 attorneys without Wendy's signatory participation as a client or trust
20 beneficiary.
- 21 e. All fees ordered shall be treated as general trust administration
22 expenses and not allocated to any beneficiary's distributive share.
- 23 f. Todd is not required to indemnify the trust for the \$300,000 payable to
24 Wendy's attorneys because he is already ordered to pay 25% of the
25 aggregate fees incurred in representation of the trustees.
- 26 g. The request for oral arguments is denied.

27 **Other Issues**

- 28 1. *Second supplement to first amended counterpetition*

1 On May 9, 2019 (after the legal phase of trial but before the equitable trial), Wendy
2 filed a Second Supplement to her First Amended Counterpetition in which she continued
3 her theme about untimely accountings. Wendy asks this Court to consider the new fact
4 allegation the Family Trust co-trustees failed to prepare and deliver accountings for the
5 Family Trust and Wendy Subtrust for the period from January 1, 2018, to December 31,
6 2018. She requests the production and delivery of these accountings and asks that the
7 trustees be sanctioned. The trustees (including Todd and Stan individually) moved to
8 strike Wendy's supplement because it was filed after the August 2, 2018, deadline to file
9 motions to amend pleadings and violated NRCP 15(d).¹¹ The 2018 accountings were
10 provided to Wendy in early July, 2019, thus rendering Wendy's request to compel moot.

11 It appears the accountings were untimely and this Court agrees Wendy could not
12 have filed the supplement until after the deadline for providing the 2018 accountings had
13 passed. However, the 2018 accountings are not part of the underlying litigation. This
14 Court declines Wendy's invitation to enlarge this litigation to satisfy judicial economy.
15 This litigation is bounded by the pleadings and cannot remain an open receptacle to
16 receive real-time allegations of inappropriate trust administration. The supplement is
17 stricken as beyond the scope of claims before this Court. Wendy may file a separate action
18 challenging the timing and content of the 2018 accountings if she is so inclined. This Court
19 neither encourages nor discourages such litigation.

20 2. *The Lake Tahoe property*

21 Though not placed within a certain claim for relief within her pleadings, Wendy
22 asks this Court to rescind all transactions involving the Lake Tahoe home and restore title
23 to the SSJ LLC, which was 100% owned by the Family Trust. Wendy continues to
24 overwhelm this Court with repetitive and lengthy arguments about the option
25 agreements, forgery, fraud, fiduciary duties, unjust enrichment, trustor intentions,
26 consideration, etc. All of Wendy's arguments were presented to the jury and rejected in
27

28 ¹¹ Stan filed an additional Motion to Dismiss or Motion to Strike, arguing Wendy's supplement alleged a new claim for breach of fiduciary duty that has not been discovered. Todd joined in Stan's motion.

1 the jury's verdict. This Court will not enter any order granting relief to Wendy regarding
2 the Lake Tahoe home.

3 3. *Future distributions*

4 On July 23, 2019, Wendy filed an Emergency Motion to Compel Distribution from
5 the Family Trust. She alleged she was being evicted from her home in Texas and needed
6 money to relocate to either Arizona or Reno. Wendy asked this Court to order the trustees
7 of the Family Trust to distribute \$6,000 for a deposit on a new apartment and \$5,000 per
8 month for living expenses. Wendy further asks this Court to advise the trustees regarding
9 the schedule of other distributions for living expenses. Wendy's motion is denied. This
10 Court will not supervise trust administration on an ongoing basis. It will not provide
11 advisory guidance or otherwise order the trustees regarding administration and
12 distributions. Instead, it will adjudicate disputes through normal judicial processes.
13 Wendy may initiate separate litigation if she is so inclined.

14 4. *Costs.*

15 Todd Jaksick as an individual, Duck Lake Ranch, LLC, and Incline TSS, are the
16 prevailing parties entitled to statutory and reasonable costs. All other parties may file cost
17 memoranda as authorized by law.

18 **Conclusions**

19 1. This Court does not confirm the accountings. However, the substance of the
20 accountings were presented to the jury and fall within the jury's verdict. Thus, this Court
21 will not allow additional litigation as to any accounting that formed the basis for Wendy's
22 legal claims. All future accountings shall be timely and formulated to provide the
23 beneficiaries with adequate notice of values, transactions, and other acts of trust
24 administration. The trustees are authorized to pay, at Wendy's request, a portion of
25 Wendy's distributive shares to Wendy's designated financial professional who will assist
26 her to understand the accountings and interact with the trustees.

27 2. This Court does not confirm the ACPAs or indemnification agreements.
28 However, the substance of the ACPAs and indemnification agreements were presented to

1 the jury and fall within the jury's verdict. This Court will not allow additional litigation as
2 to any of the ACPAs and indemnification agreements that formed the basis for Wendy's
3 legal claims.

4 3. The trustees' request to impose no-contest penalties against Wendy is
5 denied.

6 4. Wendy's claims for unjust enrichment and constructive trust are denied.

7 5. Todd is confirmed as trustee of Issue Trust and co-trustee of Family Trust.
8 All other trustees are also confirmed.

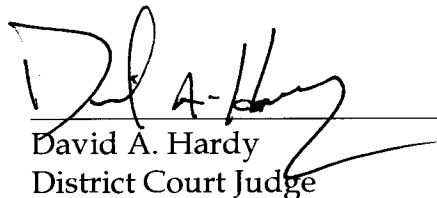
9 6. Todd shall disgorge all trustee fees he received or otherwise earned, subject
10 to the fees award provisions.

11 7. This Court anticipates the parties will seek clarification and other relief
12 through additional motion work. The attorneys' fees provisions in this order reflect the
13 entirety of this Court's intentions regarding fees. This order also reflects the entirety of
14 this Court's intentions regarding all other pending matters.

15 8. Todd and the trustees may submit a proposed judgment consistent with the
16 jury's verdict and this order on equitable claims.

17 **IT IS SO ORDERED.**

18 Dated: March 12, 2020.

19
20
21 
22 David A. Hardy
23 District Court Judge
24
25
26
27
28

CODE: 2540

Adam Hosmer-Henner, Esq. (NSBN 12779)

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Attorneys for Stanley Jaksick,

Co-Trustee of the Family Trust

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

* * * * *

In the Matter of the Administration of the

SSJ ISSUE TRUST,

CASE NO.: PR17-00445

DEPT. NO.: 15

In the Matter of the Administration of the

SAMUEL S. JAKSICK, JR. FAMILY TRUST,

CASE NO.: PR17-00446

DEPT. NO.: 15

WENDY JAKSICK,

Respondent and Counter Petitioner,

v.

TODD B. JAKSICK, Individually, as Co-Trustee of the Samuel S. Jaksick, Jr. Family Trust, and as Trustee of the SSJ's Issue Trust, MICHAEL S. KIMMEL, Individually and as Co-Trustee of the Samuel S. Jaksick, Jr. Family Trust, and STANLEY S. JAKSICK, Individually and as Co-Trustee of the Samuel S. Jaksick, Jr. Family Trust, Kevin Riley, Individually and as former Trustee of the Samuel S. Jaksick, Jr. Family Trust and Trustee of the Wendy A. Jaksick 2012 BHC Family Trust,

Petitioners and Counter-Respondents.

STANLEY JAKSICK,

Respondent and Counter-Petitioner,

v.

TODD B. JAKSICK, Individually and as Trustee of the Samuel S. Jaksick Jr. Family Trust and SSJ's Issue Trust.

NOTICE OF ENTRY OF ORDER

1 PLEASE TAKE NOTICE that an Order After Equitable Trial was entered in the above-
2 entitled matter on March 12, 2020. A copy of the Order is attached hereto.

3 **Affirmation**

4 The undersigned does hereby affirm that pursuant to NRS 239B.030, the preceding
5 document does not contain the social security number of any person.

6
7 DATED: March 17, 2020

8 McDONALD CARANO

9
10 By /s/ Adam Hosmer-Henner
Adam Hosmer-Henner, Esq.
100 West. Liberty Street, 10th Floor
11 Reno, Nevada 89501

12 *Attorneys for Stanley Jaksick,*
13 *Co-Trustee of the Family Trust*
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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I hereby certify that I am an employee of McDONALD CARANO and that on March 17, 2020, I served the within NOTICE OF ENTRY OF ORDER on the parties in said case by electronically filing via the Court's e-filing system. The participants in this case are registered e-filing users and notice of filing will be served on all parties by operation of the Court's CM/ECF system, and parties may access this filing through the Court's CM/ECF system.

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I declare under penalty of perjury that the foregoing is true and correct.

DATED: March 17, 2020.

By /s/ Jill Nelson
Jill Nelson

THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

In the Matter of the Administration of the Case No. PR17-00445
SSJ'S ISSUE TRUST.

_____ /

CONSOLIDATED
In the Matter of the Administration of the Case No. PR17-00446
SAMUEL S. JAKSICK, JR. FAMILY TRUST. Dept. No. 15

_____ /

ORDER AFTER EQUITABLE TRIAL

On August 2, 2017, the trustees of the SSJ's Issue Trust ("Issue Trust") and the Samuel S. Jaksick, Jr. Family Trust ("Family Trust") filed Petitions for Confirmation of Trustee and Admission of Trust to the Jurisdiction of the Court, and for Approval of Accountings and Other Trust Administration Matters.¹ October 10, 2017, Wendy Jaksick filed an Opposition and Objection to the Petition. On January 19, 2018, Wendy filed a Counterpetition to Surcharge Trustees for Breach of Fiduciary Duties, for Removal of Trustees and Appointment of Independent Trustee(s), and for Declaratory Judgment and Other Relief, which was subsequently amended on February 23, 2018. Family Trust co-trustee Stan Jaksick filed an Objection to Approval of Accountings and Other Trust Administration Matters on October 10, 2017. Todd Jaksick, as trustee of the Issue Trust

¹ Family Trust co-trustee Stan Jaksick did not join in the petitions.

1 and co-trustee of the Family Trust, and Michael Kimmel as co-trustee of the Family Trust,
2 are represented by Donald Lattin and Carolyn Renner. Todd is represented in his
3 individual capacity by Kent Robison. Mr. Robison also represents Duck Lake Ranch, LLC,
4 Incline TSS, Ltd., and Sammy Supercub, LLC. Stanley Jaksick, as co-trustee of the Family
5 Trust, is represented by Adam Hosmer-Henner and Philip Kreitlein. Wendy is
6 represented by Mark Connot and Kevin Spencer.

7 1. This Court presided over a jury trial on legal claims between February 14,
8 2019, and March 4, 2019. The jury concluded Todd breached his fiduciary duty as trustee
9 and awarded damages of \$15,000. The jury found no other trustee breached any fiduciary
10 duty. In addition, the jury found Wendy had not proven her claims for 1) civil conspiracy
11 and aiding and abetting, 2) aiding and abetting breach of fiduciary duty, or 3) fraud
12 against any counter-respondent whether individually or as trustee. The jury did not find
13 any counter-respondent acted with fraud, oppression, or malice.

14 2. On May 13, 2019, this Court began a bench trial to resolve the remaining
15 equitable claims. By stipulation, the parties submitted written closing trial statements and
16 replies. This Court authorized supplemental briefing on a narrow issue related to Exhibit
17 561. This Court has considered all briefs and evidence admitted during the equitable trial
18 (including many exhibits previously admitted at jury trial).² This Court is aware that
19 disagreements continue and Wendy alleges ongoing breaches of fiduciary duties, as
20 illustrated by the moving papers relating to post-trial costs, the 2018 annual accountings,
21 and distribution guidance. It now finds and orders as follows:

22 General Findings

23 1. As a factfinder, this Court is authorized to consider its everyday common
24 sense and judgment, and determine what inferences may be properly drawn from direct
25 and circumstantial evidence. See Lewis v. Sea Ray Boats, Inc., 119 Nev. 100, 105, 65 P.3d

26
27 ² On May 13, 2019, the parties stipulated into evidence many exhibits previously admitted during the jury
28 trial. Wendy also offered new evidence during the equitable phase of trial. A list of all documentary
evidence admitted on equitable issues is contained in this Court's Order Addressing Evidence at Equitable
Trial, dated May 20, 2019. This Court has not considered unadmitted documentary evidence. However, this
Court has considered deposition testimony properly part of the trial record pursuant to NRCP 32.

1 245, 248 (2003); Nev. 1GI.5 (2011); Nev. 2EV.3 (2011); Nev. J.I. 1.05 (1986).

2 2. The facts presented in support of the equitable claims inextricably overlap
3 with the legal claims presented to the jury. Despite how the claims are pled, Wendy is
4 attempting to retry her case to obtain a second review of similar facts and an outcome
5 different from the jury verdict.³ This Court may or may not have reached the same
6 decision as the jury. Regardless, it has no authority to dilute or otherwise modify the
7 jury's verdict.

8 3. The file materials compose more than 17,000 pages. There were more than
9 300 separate pleadings, motions, oppositions, replies, joinders, and other substantive
10 papers filed in this proceeding. The parties produced tens of thousands of documents
11 before trial and marked 677 exhibits for the two trials, of which 227 were admitted. The
12 substantive papers (with exhibits and transcripts) filed since the jury's verdict compose
13 more than 4,000 pages. This Court has read and re-read the pending moving papers, to
14 include exhibits and transcripts. It has analyzed every argument presented and carefully
15 studied the cited authorities. It cannot synthesize the competing moving papers, exhibits,
16 and arguments into a single coherent order. It cannot resolve the arguments in minutia.
17 Therefore, this Court elects to make general findings, which are substantially supported by
18 the evidence of record.

19 4. This Court regrets some of its more direct findings, which it must disclose to
20 support its discretionary resolution of equitable claims.

21 5. Sam Jaksick created substantial wealth during his life but his leveraged
22 estate was compromised by the "great recession" during the last season of his life. Sam's
23 estate is exceedingly complex because he used tens of different corporate entities as
24 holding companies for his wealth. Sam also partnered with non-family business entities.

25 6. Sam had three children: Stan, Wendy, and Todd. Sam loved each of his

26
27 ³ On January 3, 2018, Wendy demanded a jury trial on all legal claims. Wendy demanded a jury – at least in
28 part – because she likely suspected a judge's comprehensive, studious examination of all evidence would not
result in the \$80 million compensatory damages and additional punitive damages she asked the jury to
award. This Court honors Wendy's unfettered constitutional right to a jury trial but it will not re-visit the
identical facts to arrive at a different outcome for Wendy.

1 children, despite their different strengths, weaknesses, and personalities. Wendy did not
2 transition well into adulthood and Sam was aware of her inability to provide for herself.
3 Wendy does not understand financial complexities. Sam was more confident in Stan and
4 Todd as he worked with them during his life and designated them to continue
5 participating in his estate and business affairs after his death. Stan's trial participation was
6 not lengthy but he appears to enjoy some financial fluency and business sophistication.
7 Stan also presented as a credible witness and thoughtful sibling. While Todd is most
8 familiar with Sam's business and trust affairs, he is only marginally sophisticated as a
9 trustee. He regularly deferred to the knowledge and expertise of others.⁴ Todd also
10 presented as conflicted by his own interests, influenced by his animus towards Wendy,
11 and confused about his duties as a neutral trustee.

12 7. Sam's estate plan evolved over the years, and its last iteration was influenced
13 by debt, tax avoidance, asset protection, and planning around Stan's divorce. Both Sam
14 and Todd were exposed to personal liabilities on substantial debts Sam had incurred.
15 Some of the estate documents were created in haste because of Sam's heart illness and
16 surgery in December, 2012. (Sam survived his heart illness and tragically died in a water
17 accident in 2013). Some of the 2012-13 estate planning documents are disorganized,
18 internally inconsistent, and complicated by notarial mischief or neglect. This Court was
19 particularly troubled by the notary's abdication of statutory responsibilities, which was an
20 influencing fact in the litigation Wendy pursued. Notaries are given great authority and
21 their actions induce reliance. The notary at issue fell below the statutory standards. This
22 finding alone warrants a substantial financial consequence upon the trust, which this
23 Court includes in its analysis of the no-contest penalty and attorneys' fees requests.

24 8. Todd's participation in Sam's estate beginning in 2012 can be viewed
25 through two opposing lenses: he was either a disconnected participant who yielded to his
26

27 ⁴ This Court understands jury instruction no. 11, which does not alter the fact that Todd struggled under the
28 shadow of his father's business acumen. The dynamic of Todd relying on professionals regarding the
accountings, while the professionals provided accountings with disclaimers and hyphens, created
uncertainty (or at least the appearance of uncertainty) about transactions, values, and who was ultimately
responsible for acts and accountings of trust administration.

1 father's wishes, or he was a subtly strategic participant who enriched himself to the
2 detriment of his siblings. These opposing possibilities are relevant only to understand
3 how this dispute became so bitter. This Court is inclined to find Todd was the former
4 rather than the latter, but regardless, Stan and Wendy had cause to seek answers to
5 questions created by document anomalies, inadequate disclosures, and transactions
6 inuring to Todd's benefit.

7 9. This action began when Stan, Wendy, and Todd were opposed to each other.
8 The dispute was exacerbated by inadequate information and self-interested perspectives.
9 Some of the more personal allegations among siblings reveal a family influenced by
10 misperceptions and individual interests. Wendy was particularly personal in her
11 allegations, the worst of which were harassing, vexatious, and without factual basis. There
12 were at least seven lawyers zealously advocating for their clients, which further
13 entrenched the siblings against each other. The children chose litigation over compromise
14 to work through the complexities of Sam's estate and their disparate financial
15 circumstances. With more effortful disclosures, neutral access to information, and a little
16 sibling patience, they *might* have worked through the messiness of Sam's estate to reach a
17 non-litigation resolution. Instead, the children sued each other, with Todd and Stan
18 settling their dispute just days before the jury trial began. Despite the settlement, this
19 Court is aware of the allegations Stan made against Todd in his deposition and trial
20 testimony. The settlement does not extinguish Stan's pleading allegations and
21 testimony – it merely reflects Todd and Stan's strategic and well-advised decision to
22 compromise their claims before trial. The settlement worked to Wendy's trial detriment,
23 yet she chose trial over settlement and must now accept the consequences of her choice.
24 Stan's allegations and testimony are relevant to contextualize the legal and equitable
25 claims, particularly the request to impose a no-contest penalty and for attorneys' fees
26 under NRS Chapter 18 and NRCP 68.

27 10. Todd and Stan contend they made every effort to avoid litigation but could
28 not persuade Wendy or her attorneys to choose compromise over conflict. This is mostly

1 accurate, as Wendy's litigation position and trial demand were influenced more by animus
2 and avarice than by a desire for balanced justice. In particular, Wendy's \$80 million jury
3 demand revealed her overreach. However, Wendy's litigation zeal does not extinguish
4 her probable cause to seek answers and formulate claims based upon the information she
5 had at the time — the same information that led to Stan's allegations against Todd.

6 11. Throughout trial this Court reflected upon how Sam would respond if he
7 observed his children spending millions of dollars litigating his estate. The parties
8 repeatedly invited this Court to consider Sam's testamentary intentions. Responding to
9 that invitation, this Court has wondered how Sam would react to see his estate
10 disproportionately allocated among his children. There is no way to know how or if Sam
11 would have enlarged Wendy's beneficial interests if he survived the economic recovery.
12 Sam loved Wendy despite her issues, and this Court suspects Sam would have continued
13 his pattern of lifetime largesse in favor of his troubled daughter. But suspicion and
14 speculation are beyond this Court's authority. Death arrives at its own inconvenient time
15 and none can alter its consequences. Wendy is simply without her paternal benefactor and
16 is susceptible to the trustees' actions as governed by documents and transactions Sam
17 approved during his life.

18 12. The trustees' initial petitions were predicated upon accountings that
19 provided inadequate information. The accountings were untimely, and even if technically
20 compliant with the statutes, they failed to provide full and fair notice to Wendy as a
21 beneficiary. This Court acknowledges the trustees attempted to answer Wendy's
22 questions by making their CPA and lawyers available to Wendy, but there is only
23 marginal evidence in the record the trustees invested their own personal efforts to satisfy
24 Wendy's concerns. At some point the trustees' responses became form over function.
25 Todd particularly grew weary of Wendy, which affected his neutral trusteeship, as
26 illustrated by his hope to satisfy Wendy's beneficial interests at a discount that inured to
27 his benefit. In response, Wendy initiated scorched-earth litigation grounded in
28 entitlement and limited self-awareness. This Court cannot now alter the consequences of

1 the trust administration and litigation choices that precede this order.

2 13. Wendy's legal and equitable claims are grounded in the same common facts
3 and are exceedingly difficult to segregate. As this Court reviewed the hundreds of pages
4 of written arguments relating to the equitable claims, it was taken back to the evidence
5 and arguments presented to the jury. Through the misty fog of painfully voluminous
6 allegations and varied claims, the core of Wendy's complaint is that Todd breached his
7 fiduciary duties by self-dealing and failing to disclose information relevant to Wendy as a
8 beneficiary. No matter how Wendy frames or argues her equitable claims, she asks this
9 Court to remedy the identical facts and transactions she placed before the jury. This Court
10 must look to the substance of the claims, not just the labels used in the pleading document.
11 Nev. Power Co. v. District Court, 120 Nev. 948, 960, 102 P.3d 578, 586 (2004).

12 14. The complexity of Sam's estate warranted extraordinary disclosures,
13 explanations, and compliance with discovery rules. There were significant discovery
14 disputes, such that this Court created a schedule for recurring access to the Discovery
15 Commissioner. This Court also ordered the production of disputed discovery. Discovery
16 continued to the very eve of trial and Wendy was still attempting to discern her beneficial
17 interests when trial began.

18 15. There were several sports references and metaphors argued to the jury.
19 Consistent with that theme, Wendy "swung for the fences" when she asked the jury to
20 award \$80 million to her (plus punitive damages), an amount that exceeds the evidentiary
21 value of this estate and would deprive Todd and Stan of any beneficial interests. She now
22 seeks a "mulligan" by re-arguing to this Court what was over-argued to the jury.⁵ The
23 jury found that Todd breached his fiduciary duties but only awarded \$15,000 to Wendy. It
24 found against Wendy on all other claims and against all other counter-respondents. This
25 Court may have been authorized to award additional equitable relief upon the same facts

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27 ⁵ To illustrate, Wendy argued in her omnibus opposition to the cost memoranda filed before the equitable
28 claims trial that "damages may still be awarded, transactions may be set-aside, further breaches of fiduciary
duty may be found, and the ACPAs and other documents may be found fraudulent or invalid, ab initio."
These were all claims and requests rejected by the jury.

1 if the jury found for Wendy on more claims and against more counter-respondents. But
2 constitutional and decisional authorities prevent this Court from entering a subsequent
3 order diluting or altering the jury's verdict.

4 16. Todd asks this Court to contextualize the \$15,000 as a *de minimis* award. This
5 Court will not infuse qualitative meaning into the jury's verdict. To do so would be
6 impermissible speculation. Todd breached his fiduciary duties to Wendy. And Wendy
7 was not awarded the damages she sought. These two facts are integral to this Court's
8 resolution of equitable claims and fees requests.

9 General Legal References

10 1. This Court cannot supplant or alter a jury's verdict by relying upon common
11 facts to reach a different outcome. See generally Lehrer McGovern Bovis, Inc. v. Bullock
12 Insulation, Inc., 124 Nev. 1102, 197 P.3d 1032, 1038 (2008) (discussing special interrogatory
13 verdicts). In Acosta v. City of Costa Mesa, 718 F.3d 800 (9th Cir. 2013), the plaintiff
14 submitted his equitable claim for declaratory relief to the bench after the jury rejected his
15 legal claims. The court held "it would be a violation of the Seventh Amendment right to
16 jury trial for the court to disregard a jury's findings of fact. Thus, in a case where legal
17 claims are tried by a jury and equitable claims are tried by a judge, and the claims are
18 based on the same facts, in deciding the equitable claims, the Seventh Amendment
19 requires the trial judge to follow the jury's implicit or explicit factual determinations." Id.
20 at 828-29 (citations omitted).

21 2. In Sturgis Motorcycle Rally, Inc. v. Rushmore Photo & Gifts, Inc., 908 F.3d
22 313, 343 (8th Cir. 2018), the jury found for the plaintiff on legal intellectual property claims,
23 but the bench subsequently applied the equitable defenses of laches and acquiescence.
24 The appellate court reversed, holding "[t]o bind the district court's equitable powers, a
25 jury's findings must be on an issue 'common' to the action's legal and equitable claims;
26 otherwise, the court is free to treat the jury's findings as 'merely advisory'" Id.
27 Further, "[i]f the jury's findings were on a common issue, the court, in fashioning equitable
28 relief, may take into account facts that were not determined by the jury, but it may not

1 base its decision on factual findings that conflict with the jury's findings." Id. at 344
2 (citations omitted); see also Haynes Trane Serv. Agency, Inc. v. Am. Standard, Inc., 573
3 F.3d 947, 959 (10th Cir. 2009) (noting a court cannot grant equitable relief on facts rejected
4 explicitly or implicitly by a jury verdict); Avitia v. Metro Club of Chicago, Inc., 49 F.3d
5 1219, 1231 (7th Cir. 1995) ("[A] judge who makes equitable determinations in a case in
6 which the plaintiff's legal claims have been tried to a jury is bound by any factual findings
7 made or inescapably implied by the jury's verdict.").

8 3. Among prescribed form and content, an accounting must provide a
9 beneficiary with the ability to evaluate his or her interests. NRS 165.135(3). See also NRS
10 153.041. The cost of preparing an accounting is presumptively borne by the trust. NRS
11 165.1214(5). Unless acting in good faith, a trustee can be personally liable for failing to
12 provide an accounting. NRS 165.148. A beneficiary may petition the court to order a
13 trustee to perform his or her accounting duties. NRS 165.190. This Court may order a
14 trustee's compensation be reduced or forfeited, or enter other civil penalty, when a trustee
15 fails to perform his duties. NRS 165.200.

16 4. The trustees' just and reasonable expenses are presumptively governed by
17 the trust instruments and borne by the trust. However, this Court has authority to review
18 and settle the trustees' expenses and compensation. NRS 153.070. This Court may also
19 reduce a trustee's compensation or order a trustee to pay a beneficiary's reasonable
20 attorneys' fees and costs when the beneficiary compels redress for a breach of trust or
21 compliance with trust terms. NRS 153.031(3). See also In re Estate of Anderson, No.
22 58227, 2012 WL4846488 (Oct. 9, 2012). This Court may order the trust expenses defending
23 against a beneficiary's successful claims be borne by a trustee individually. NRS 18.090.
24 See also Estate of Bowlds, 120 Nev. 990, 1,000, 102 P.3d 593, 600 (2004) (concluding
25 payment of attorney's fees from trust assets only when litigation generally benefits the
26 trust); NRS 153.031(3)(b) (stating if court grants relief to petitioner, it may order trustee to
27 pay fees and costs); RESTATEMENT (THIRD) OF TRUSTS § 100 (2012) (examining denial of
28 compensation to breaching trustee).

1 5. NRS 163.00195 governs no-contest provisions. It begins by emphasizing this
2 Court's duty to enforce no-contest clauses to effectuate a settlor's intent. NRS 163.00195(1).
3 However, the statute then creates a wide exception when it provides a no-contest clause
4 must not be enforced when a beneficiary acts to enforce her legal rights, obtain court
5 instruction regarding proper administration, seeks to enforce the trustee's fiduciary duties,
6 or institutes and maintains a legal action in good faith and based on probable cause. NRS
7 163.00195(4). See also Matter of ATS 1998 Tr., No. 68748, 2017 WL3222533, at *4 ("[T]he
8 purpose of a no-contest clause is to enforce the settlor(s)' wishes, not to discourage a
9 beneficiary from seeking his or her rights."). A legal action is based on probable cause
10 when the facts and circumstances *available to the beneficiary*, or a properly informed and
11 advised reasonable person, "would conclude that the trust, the transfer of property into
12 the trust, any document referenced in or affected by the trust or any other trust-related
13 instrument is invalid." NRS 163.00195(4)(e) (emphasis added).

14 6. A trustee has a duty to act impartially, based on what is fair and reasonable
15 to all beneficiaries. Specifically, "the trustee shall act impartially in investing and
16 managing the trust property, taking into account any differing interests of the
17 beneficiaries." NRS 164.720(1). "[I]t is the trustee's duty, reasonably and without personal
18 bias, to seek to ascertain and to give effect to the rights and priorities of the various
19 beneficiaries or purposes as expressed or implied by the terms of the trust." RESTATEMENT
20 (THIRD) OF TRUSTS § 79 (2007).

21 7. "In all matters connected with [the] trust, a trustee is bound to act in the
22 highest good faith toward all beneficiaries and may not obtain any advantage over the
23 latter by the slightest misrepresentation, concealment, threat, or adverse pressure of any
24 kind." Charleson v. Hardesty, 108 Nev, 878, 882, 839 P.2d 1303, 1306 (1992) (quoting
25 Morales v. Field, 160 Cal.Rptr. 239, 244 (1980)).

26 8. This Court may remove a trustee for good cause, including breach of
27 fiduciary duties. NRS 156.070; NRS 163.115; NRS 163.190; NRS 163.180; NRS 164.040(2);
28 see also Diotallevi v. Sierra Dev. Co., 95 Nev. 164, 591 P.2d 270 (1979) (explaining court has

1 “full equitable powers” to redress breach of trust). Removal may be appropriate when
2 there is significant animosity between the trustee and a beneficiary, such that it has the
3 potential to materially interfere with the proper administration of the trust. Acorn v.
4 Monecchi, 386 P.3d 739, 760 (Wyo. 2016) (explaining the relevant question is whether
5 “hostility, in combination with existing circumstances, materially interferes with the
6 administration of the trust or is likely to cause that result”); In re Estate of Stuchlik, 857
7 N.W.2d 57, 70 (Neb. 2014) (stating a trustee cannot act impartially when “influenced by . . .
8 animosity toward individual beneficiaries”); BOGERT, LAW OF TRUSTS AND TRUSTEES § 129
9 (3d rev. ed. 2019) (explaining where there is potential for a conflict of interest to arise from
10 the dual status of a trustee who is also a beneficiary, removal of the trustee may be
11 appropriate); see also Dennis v. R.I. Hosp. Trust Nat. Bank, 571 F. Supp. 623, 639 (D.R.I.
12 1983) (discussing removal may be appropriate when the court could expect “that future
13 Trust transactions will be scrutinized by the beneficiaries” as a result of lengthy and
14 antagonistic litigation). Additionally, conflict between the trustee and beneficiary may
15 form a basis for removal when personal contact or collaboration is required for the
16 administration of the trust. Blumenstiel v. Morris, 180 S.W.2d 107, 109 (Ark. 1944). “The
17 purpose of removing a trustee is not to inflict a penalty for past action, but to preserve
18 trust assets.” Getty v. Getty, 205 Cal.App.3d 134, 140 (1988).

19 9. Attorney’s fees are not allowed to a prevailing party absent a contract,
20 statute, or rule to the contrary. See Smith v. Crown Fin. Servs., 111 Nev. 277, 890 P.2d 769
21 (1995) (analyzing the American and English rules regarding attorney’s fees and their
22 intersection with Nevada Law). NRS 18.010(2)(b) provides that this Court may award
23 attorney’s fees when it finds a claim was brought or maintained without reasonable
24 ground, or to harass the prevailing party. Pursuant to NRCP 68(a), “[a]t any time more
25 than 21 days before trial, any party may serve an offer in writing to allow judgment to be
26 taken in accordance with its terms and conditions.” If an offer is not accepted within the
27 prescribed time period, it will be considered rejected by the offeree. NRCP 68(e). If an
28 offeree rejects an offer and fails to obtain a more favorable judgment, “the offeree must

1 pay the offeror's post-offer costs and expenses, including . . . reasonable attorney fees, if
2 any be allowed, actually incurred by the offeror from the time of the offer." NRCP
3 68(f)(1)(B) (emphasis added).

4 10. "[T]he purpose of NRCP 68 is to encourage settlement . . . not to force
5 plaintiffs unfairly to forego legitimate claims." Beattie v. Thomas, 99 Nev. 579, 588, 668
6 P.2d 268, 274 (1983). To determine whether an award of fees is appropriate, a court must
7 consider and weigh the following factors: (1) whether the claim was brought in good faith;
8 (2) whether the offer of judgment was reasonable and in good faith in both its timing and
9 amount; (3) whether the decision to reject the offer and proceed to trial was grossly
10 unreasonable or in bad faith; and (4) whether the fees sought by the offeror are reasonable
11 and justified in amount.⁶ Beattie, 99 Nev. at 588-89, 668 P.2d at 274. No one Beattie factor
12 is outcome determinative, and each should be given appropriate consideration. Yamaha
13 Motor Co., USA v. Arnoult, 114 Nev. 233, 252 n.16, 955 P.2d 661, 673 n.16 (1998).

14 11. A proceeding concerning a trust "does not result in continuing supervisory
15 proceedings, and the administration of the trust must proceed expeditiously in a manner
16 consistent with the terms of the trust, without judicial intervention or the order, approval
17 or other action of any court, unless the jurisdiction of the court is [properly] invoked . . . as
18 provided by other law." NRS 164.015(7).

19 Equitable Issues

20 The following equitable issues and arguments are before this Court:

21 1. *Approval of accountings*

22 The trustees ask this Court to settle, allow, and approve the Issue and Family Trust
23 accountings without further examination, to include approval of trustees' fees, attorneys'

24
25 ⁶ When considering the fourth Beattie factor, the court must consider the Brunzell factors. See Shuette v.
26 Beazer Homes Holdings Corp., 121 Nev. 837, 864-65, 124 P.3d 530, 548-49 (2005). These factors include the
27 following: "(1) the qualities of the advocate: his or her ability, training, education, experience, professional
28 standing, and skill; (2) the character of the work to be done: its difficulty, intricacy, importance, time and
skill required, the responsibility imposed and the prominence and character of the parties where they affect
the importance of litigation; (3) the work actually performed by the lawyer: the skill, time, and attention
given to the work; and (4) the result: whether the attorney was successful and what benefits were derived."
Brunzell v. Golden Gate Nat'l Bank, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969).

1 fees, and payment of other professional fees and administrative expenses.⁷ Wendy
2 opposes and asks this Court to order the trustees to prepare statutory compliant
3 accountings that disclose assets, values, transactions, and other acts of trust
4 administration. Wendy further argues that if the amended accountings are untimely or
5 noncompliant, this Court should find and remedy the trustees' breach of fiduciary duties.

6 The timing and form of accountings are prescribed by statute. But an accounting is
7 more than a formulaic compilation of data. An accounting is given to provide notice. Just
8 as facts in controversy vary from case to case, an accounting must be adjusted as the trust
9 estate requires. The trusts before this Court are complex because of the multiple layers of
10 entity and fractional ownership. They are further complicated by fluid and often
11 unknown values. This Court generally agrees with Wendy that the accountings fail to
12 provide adequate notice because they reveal only a portion of Sam's complex affairs – they
13 are mere pieces in a much larger puzzle and are ineffective when only reviewed in
14 isolation.⁸ Instead, the accountings created confusion and engendered suspicion. The
15 trustees attempted to answer Wendy's questions informally and made their professionals
16 available to answer Wendy's questions. But the accountings should have included more
17 explanatory details. The best example of how the accountings failed to provide actual and
18 adequate notice occurred when Todd testified Wendy could expect to receive \$4 million
19 from a variety of sources. While the trustees may have provided explanations through
20 accountants and settlement offers, Wendy's beneficial expectancy is not apparent from the
21 accountings or evidence of the trustees' pre-trial explanations.

22 However, this Court also notes that Wendy's complaints about the content and
23 general timing of the accountings were presented to the jury in the legal phase of trial and
24 are therefore facts common to the equitable claims. The jury presumably considered all
25 evidence when deliberating its verdict. The verdict is an express or implicit rejection of

26
27 ⁷ The relevant accountings are for the Issue and Family Trusts (April, 2013 through December, 2017) and
Wendy's subtrust (2013 – 2016).

28 ⁸ Wendy argues: "While in some circumstances, preparing and delivering accountings in the format
provided by NRS 165.135 may fully satisfy a fiduciary's requirement to account and fully disclose, that is not
and cannot be the case for these very complex trusts."

1 Wendy's complaints about the accountings. Accordingly, this Court will not provide
2 equitable relief regarding the accountings, which were constructively approved and
3 confirmed by the jury's verdict. In so doing, this Court does not countenance the trustees'
4 arguments that all accountings and disclosures complied with Nevada law, to include
5 NRS 165.135(4)(a), which allows for a statement prepared by a CPA containing summaries
6 of the information required by NRS 165.135(1). This Court simply orders that all litigation
7 regarding the accountings in existence at the time of the jury trial must end.⁹ The nature of
8 the accountings influence this Court's decision regarding attorneys' fees and the no-
9 contest provisions of the trust.

10 2. *Validity of the Agreements and Consents to Proposed Actions (ACPAs) and*
11 *Indemnification Agreements*

12 Todd as trustee of the Issue Trust, and Todd and Michael Kimmel as co-trustees of
13 the Family Trust, ask this Court to ratify and approve the ACPAs, thus relieving them of
14 liability for actions reasonably taken in reliance upon them. They (and Todd individually)
15 also ask this Court to affirm the indemnification agreements. Wendy opposes and asks
16 this Court to invalidate the ACPAs and rescind any transactions accomplished through
17 them. She also contests Stan and Todd's indemnification agreements and asks that any
18 transactions accomplished through them be invalidated and set aside. Each party presents
19 substantial arguments supporting their respective positions. This Court again returns to
20 the scope and content of the jury trial and the facts common to legal and equitable claims.
21 While the attorneys argued to the jury that this Court would decide the validity of the
22 ACPAs and indemnification agreements, each of the challenged documents and related
23 transactions were thoroughly presented and argued to the jury – including document
24 preparation, execution, and other formation irregularities. Thus, at least, the jury verdict is
25 an implicit rejection of Wendy's arguments.

26 Having considered all arguments, this Court concludes it will neither affirm nor

27
28 ⁹ The trustees may wish to modify the form of future accountings to provide better notice and explanations
to the beneficiaries. Otherwise, they risk objections this Court may be inclined to grant, including an award
of attorney's fees.

1 reject the ACPAs and indemnification agreements. They cannot be segregated from the
2 legal claims presented to the jury and now subsequently argued in support of equitable
3 relief. The jury constructively approved and affirmed the ACPAs and indemnification
4 agreements when it reached its verdict. The verdict prevents additional litigation and
5 precludes liability exposure for actions taken in reliance upon these documents. All claims
6 involving the disputed ACPAs and indemnification agreements shall end with the jury's
7 verdict. Nonetheless, the ACPAs and indemnification agreements also influence this
8 Court's decision regarding attorneys' fees and the no-contest provisions.

9 3. *Violation of the no-contest provisions of the trusts*

10 All trustees except Stan ask this Court to declare that Wendy violated the no-contest
11 provisions of the trusts when she initiated and maintained this litigation. Wendy opposes
12 and asks this Court to declare that Todd violated the no-contest provisions when he filed
13 the initial petition and later moved to dismiss her litigation. The trustees' request deserves
14 analysis, whereas Wendy's request is retaliatory and made with little legal basis or
15 support from the trust instruments.

16 Wendy sought to enforce her rights, obtain instructions, and remedy a breach of
17 fiduciary duties. The jury agreed that Todd breached his fiduciary duties. Further, based
18 upon the information she possessed, she had probable cause to seek invalidation of
19 transfers and other acts of trust administration. This Court must distinguish between the
20 *existence* of probable cause for initiating and maintaining this action with the manner in
21 which the probable cause was *litigated*. As noted elsewhere, Wendy and Stan had
22 probable cause to seek answers to questions raised by the accountings and other events of
23 trust administration. Thus, while Wendy's litigation zeal and overreaching jury demand
24 may implicate Sam's intention to disincentivize litigation, Wendy's legal actions were
25 authorized and do not create a bar to her beneficial rights.

26 4. *Unjust enrichment and constructive trust*

27 Wendy asks this Court to impress a constructive trust to cure unjust enrichment
28 caused by fraud, breach of fiduciary duty, and self-dealing. Todd, Stan, and the trustees

1 make several arguments in opposition to Wendy's request. This Court disagrees with
2 Wendy's position. Wendy's allegations of misconduct, document impropriety, and self-
3 dealing underlying her request for equitable relief are inseparable from the legal claims
4 she presented to the jury. Wendy has been awarded damages for Todd's breach of
5 fiduciary duties. Any other equitable relief would constitute double recovery and alter the
6 jury's verdict in violation of the Seventh Amendment and its interpretative decisions.

- 7 5. *Removal of trustees*
8 *Disgorgement of trustee fees*
9 *Use of trust funds to initiate petition and defend against Wendy's counterpetition*
 Award of attorneys' fees

10 Wendy relies upon her same arguments when asking this Court to remove the
11 trustees, order the trustees to disgorge trustee fees, and deny the use of trust funds to
12 present their petitions and defend against her counterpetition. The parties present
13 substantial authorities and arguments (and other moving papers) relating to attorneys'
14 fees.

15 There is no basis to consider the removal of any trustee except Todd. The two bases
16 to remove Todd are 1) the jury's verdict that Todd breached his fiduciary duties, and 2)
17 this Court's observation that Todd's neutrality is conflicted by his own interests and
18 animus towards Wendy. This Court concludes removal would be unjust and
19 incommensurate for several reasons: 1) Todd is Sam's designated and preferred trustee, 2)
20 other trustees will diffuse Todd's conflicts and reduce the personal contact between Todd
21 and Wendy, 3) the remedy against Todd's breaches and conflicts are made through other
22 orders regarding attorneys' fees, disgorgement of trustee's fees, and inapplicability of the
23 no-contest provisions, 4) Todd's own affairs are inseparable from trust administration and
24 his removal as trustee will not sever him from trust business; he will remain involved in
25 Jaksick family affairs through his ongoing management and ownership of several other
26 related entities, 5) the expenses of removing Todd and educating a successor trustee
27 would be expensive and inefficient, and 6) Wendy's suggestion that a commercial trustee
28 serve as successor trustee for all trustees is neither warranted nor workable.

 However, based upon the jury's verdict that Todd breached his fiduciary duties

1 (and secondarily, this Court's findings about the timing and content of the accountings),
2 this Court grants Wendy's request that Todd disgorge or disclaim all trustee's fees from
3 the inception of his trusteeship through the date when final judgment is entered. The
4 amount disgorged or otherwise forfeited may serve as an offset against the 25% of
5 trustees' attorneys' fees Todd is ordered to pay, as set forth below. This Court confirms
6 trustee fees to all other trustees.

7 There are several requests regarding attorney's fees as a trust expense. This Court's
8 discretionary resolution of the fees requests is bound by all facts of record and influenced
9 by the entirety of the pre-trial, legal, and equitable proceedings (including the settlement
10 agreement between Todd and Stan) and uncertainties created by notarial malfeasance.

11 This Court first orders that Stan Jaksick and Michael Kimmel's attorneys' fees be
12 chargeable to the trust and paid from trust corpus. This Court's decision regarding
13 Wendy and Todd's fees (both as trustee and individually) are more complicated. There
14 are competing facts and legal principles, which this Court analyzes in the aggregate and
15 not in isolation. In particular, the NRCP 68 request cannot be considered narrowly, but
16 instead, must be viewed by a totality of the case proceedings and statutory authorities
17 governing trustees. There are several options before this Court:

- 18 - Order the trust to pay all, some, or none of Wendy's fees
19 because she successfully obtained a verdict that Todd breached
20 his fiduciary duties as trustee.
- 21 - Order the trust to pay all, some, or none of the fees Todd
22 incurred as trustee because, even though he breached his
23 fiduciary duties, he qualitatively and quantitatively prevailed
24 against other claims asserted by Wendy.
- 25 - Order Wendy to pay fees Todd incurred because she brought
26 or maintained her action without reasonable grounds or to
27 harass.
- 28 - Order Wendy to pay fees Todd incurred as trustee of the Issue
Trust because she rejected his \$25,000 offer of judgment.
- Order Wendy to pay fees Todd incurred individually because

1 she rejected his \$25,000 offer of judgment.

- 2 - Discretionarily decline to order Wendy to pay fees pursuant to
3 the offers of judgment.

4 On August 29, 2018, Todd offered Wendy to have judgment entered against him
5 individually in the amount of \$25,000. He also offered Wendy to have judgment entered
6 against him as trustee of the Issue Trust in the amount of \$25,000. The jury did not make
7 any adverse findings against Todd individually, but it concluded Todd breached his
8 fiduciary duties as trustee and awarded \$15,000 to Wendy. With adjustments for interest,
9 the amount Wendy will receive is almost indistinguishable from the \$25,000 Todd offered
10 as trustee. To the extent there is a *de minimis* distinction, the difference is not enough in a
11 dispute that incurred several million dollars of fees and involved tens of millions in
12 controversy.

13 An offer of judgment must be an authentic attempt to settle a dispute. The offer of
14 judgment benefit is not automatically conferred. Instead, this Court must carefully
15 analyze the offer and discretionarily apply it to the unique facts of each case. This Court
16 and counsel are familiar with the American Rule of attorneys' fees and discretionary
17 application of NRCP 68. This Court's discretion exists to encourage parties to convey
18 legitimate offers to resolve their disputes. Of course, judicial discretion is controversial to
19 those who are aggrieved, and it is unpredictable to all.

20 On one side, offers that are appropriate in time and amount will cause the non-
21 offering party to become realistic and engage in genuine risk/benefit analyses. These
22 offers shift a calculated risk as trial approaches. To be an effective mechanism to resolve
23 disputes before trial, they should be in an amount the non-offering party cannot decline in
24 good faith. Defendants who perceive no liability exposure chafe against making time- and
25 amount-appropriate offers because they resent the payment of any money to a party they
26 perceive will not prevail at trial. On the other side, offering parties sometimes make time-
27 and amount-inappropriate offers *they expect to be rejected*. These offers do not facilitate
28 settlement--they are strategic devices to shift the risk of fees by offering illusory

1 consideration to end litigation.

2 This Court's discretion is guided by the unique facts and procedural history of this
3 case. This Court analyzes the Beattie factors as follows:

4 *Whether Wendy's claims were brought in good faith?* Wendy believed in good faith that
5 she suffered damages from Todd's individual and fiduciary misconduct. She trusted the
6 court system and exercised her constitutional right to jury trial. This Court concludes that
7 Wendy's claims against Todd as trustee of the Issue Trust were brought in good faith.
8 Wendy's concerns are countenanced, in large part, by the questions raised by the
9 accountings, Stan's separate allegations against Todd, document anomalies, and the optics
10 of Todd's disproportionate benefit from Sam's business and trust affairs. The good-faith
11 nature of Wendy's claims against Todd individually are more difficult to discern. In the
12 final analysis, Wendy had some cause to initiate the claims against Todd individually, but
13 as discovery progressed, Wendy's cause to pursue Todd individually diminished. This
14 factor weighs slightly in Wendy's favor regarding the Issue Trust offer of judgment and is
15 neutral regarding Todd's individual offer of judgment.¹⁰

16 *Whether Todd's offers were reasonable and in good faith in both timing and amount?* This
17 Court has wrestled with the question of whether the offers of judgment were brought in
18 good faith in both timing and amount. These offers of judgment were made six months
19 after Wendy filed her amended counter-petition, when discovery was still in its infancy.
20 This Court concludes the amounts offered were neither good faith/reasonable nor
21 strategic bad faith/unreasonable. They fall within the continuum between those two
22 categories. Todd knew, or should have known, the fees incurred through continuing
23 litigation alone would substantially overshadow the offered amounts. Todd knew, or
24 should have known, that Wendy would never accept \$25,000 to resolve her claims against
25 him as trustee of the Issue Trust.

26 However, Todd also had cause to believe he would prevail at trial, a fact now
27

28 ¹⁰ Because this Court finds Wendy brought her claims in good faith, this Court concludes fees under NRS
18.010(2)(b) are not warranted.

1 proven with respect to the claims against him individually. Todd's subjective belief about
2 the strength of his position is legally relevant. "[W]here the offeror has a reasonable basis
3 to believe that exposure to liability is minimal, a nominal offer is appropriate." Arrowood
4 Indem. Co. v. Acosta, Inc., 58 So. 3d 286, 289 (Fla. Dist. Ct. App. 2011) (discussing the good
5 faith prong of an offer of judgment from a Florida statute analogous to NRCP 68). At the
6 time Todd made his individual offer, Wendy had been unable to present coherent facts
7 underlying her claims against him personally. He therefore had reason to believe
8 Wendy's claims against him individually were weak or lacked merit. See Beach, 958 F.
9 Supp. at 1171 (holding defendant's offer was reasonable even though plaintiff's alleged
10 damages exceeded the offer's amount "given the weaknesses defendant perceived in
11 plaintiff's case."); see also Scott-Hop v. Bassek, Nos. 60501, 61943, 2014 WL 859181 at *6
12 (Feb. 28, 2014) (holding reasonable an offer of \$25,000 even though plaintiff's alleged
13 medical expenses were over \$150,000 because of the uncertainty of plaintiff's case and
14 defendant's summary judgment motion); Max Bear Productions, Ltd. v. Riverwood
15 Partners, LLC, No. 3:09-CV-00512-RCJ-RAM, 2012 WL 5944767 (D. Nev. Nov. 26, 2012)
16 ("The token \$1,000 offer may appear to have been made simply for the procedural purpose
17 of preserving rights to fees . . . should Defendant win a judgment. However, the
18 weaknesses of Plaintiff's case made this token offer reasonable."); Arrowood, 58 So. 3d at
19 289-90 (holding a court is required to consider an offeror's subjective belief that an offer is
20 reasonable and not just objective factors).

21 This Court concludes the second factor to consider is neutral regarding the Issue
22 Trust and does not inure to any party's favor or disfavor. Todd hoped he would prevail at
23 trial, but given the financial and documentary complexity, discovery delays and disputes
24 (including Todd's continued depositions long after the offers of judgment were made), the
25 untimely accountings, incomplete discovery, and the amounts in controversy, the offer
26 does not appear to be made with the good-faith intention of settling Wendy's claims. In
27 contrast, Todd's offer to settle Wendy's claims against him individually for the payment of
28 \$25,000 appears more reflective of the circumstances and was made with a good-faith

1 intention to settle the claims. Thus, this factor favors Todd individually.

2 *Whether Wendy's decision to reject the offer and proceed to trial was grossly unreasonable*
3 *or in bad faith?* Wendy's decision to reject Todd's offer as trustee of the Issue Trust was not
4 grossly unreasonable or in bad faith. The offer arrived early in discovery. Wendy had
5 incurred substantially more in fees than the offered amount and she was entitled to
6 examine her legal position after discovery was received. In contrast, her decision to reject
7 Todd's individual offer is less reasonable, yet this Court cannot conclude her rejection was
8 grossly unreasonable or made in bad faith. Her decision was simply unwise in retrospect
9 and she cannot now be relieved of its consequences. This third factor weighs in favor of
10 Wendy regarding the Issue Trust and is neutral regarding Todd's personal liability.

11 *Whether the fees sought are reasonable and justified in amount?* Todd's individual and
12 trustee attorneys are experienced in law and trial. They have exemplary records of service
13 in our legal community and they obtained a positive outcome for their clients. After
14 considering each of the Brunzell factors, this Court finds the fees sought by Todd
15 individually from the date of the offer are reasonable in light of his experienced and
16 effective attorneys, duration and scope of litigation, and the result obtained. However,
17 the aggregate fees this Court expects Todd to seek as trustee of the Issue Trust are not
18 justified when the offered \$25,000 is compared to the jury verdict. Shifting substantial
19 attorneys' fees to Wendy is unjustified in this instance. Regarding Todd's individual fees,
20 the amounts are reasonable and justified when charged against Wendy. This factor is
21 neutral with respect to the Issue Trustee offer and favors Todd with respect to his
22 individual offer of judgment.

23 For these reasons, this Court orders as follows:

- 24 a. The trusts shall pay 100% of the fees incurred by their attorneys in
25 representation of the trustees. However, Todd shall reimburse the
26 trusts from his personal resources for 25% of the amount paid because
27 the jury determined he breached his fiduciary duties. Provided,
28 however, Todd is entitled to reduce this 25% personal obligation by

1 the amount of trustee's fees he is ordered to disgorge.

- 2 b. Wendy is *not* required to pay fees Todd incurred as trustee because
3 she rejected the \$25,000 offer of judgment.
- 4 c. Wendy *shall* pay 100% of fees Todd incurred individually from the
5 date the offer of judgment was made. Provided, however, Todd shall
6 be Wendy's judgment creditor and have no greater access to payment
7 than any other judgment creditor. Todd may attach or anticipate
8 Wendy's distributive share only if there are no spendthrift provisions
9 within the trust instruments that prohibit such creditor collection
10 efforts. If such spendthrift provisions exist, distributions shall be
11 made to Wendy and Todd may seek collection efforts against Wendy
12 personally, subsequent to the distribution. The trustees (including
13 Todd) shall carefully measure Todd's rights as an individual
14 judgment creditor with their fiduciary duties owed to Wendy as a
15 beneficiary.
- 16 d. The Trusts shall pay a combined attorneys' fee of \$300,000 to Wendy's
17 attorneys for prevailing in the claim against Todd for breach of
18 fiduciary duties. This payment shall be made directly to Wendy's
19 attorneys without Wendy's signatory participation as a client or trust
20 beneficiary.
- 21 e. All fees ordered shall be treated as general trust administration
22 expenses and not allocated to any beneficiary's distributive share.
- 23 f. Todd is not required to indemnify the trust for the \$300,000 payable to
24 Wendy's attorneys because he is already ordered to pay 25% of the
25 aggregate fees incurred in representation of the trustees.
- 26 g. The request for oral arguments is denied.

27 **Other Issues**

- 28 1. *Second supplement to first amended counterpetition*

1 On May 9, 2019 (after the legal phase of trial but before the equitable trial), Wendy
2 filed a Second Supplement to her First Amended Counterpetition in which she continued
3 her theme about untimely accountings. Wendy asks this Court to consider the new fact
4 allegation the Family Trust co-trustees failed to prepare and deliver accountings for the
5 Family Trust and Wendy Subtrust for the period from January 1, 2018, to December 31,
6 2018. She requests the production and delivery of these accountings and asks that the
7 trustees be sanctioned. The trustees (including Todd and Stan individually) moved to
8 strike Wendy's supplement because it was filed after the August 2, 2018, deadline to file
9 motions to amend pleadings and violated NRCP 15(d).¹¹ The 2018 accountings were
10 provided to Wendy in early July, 2019, thus rendering Wendy's request to compel moot.

11 It appears the accountings were untimely and this Court agrees Wendy could not
12 have filed the supplement until after the deadline for providing the 2018 accountings had
13 passed. However, the 2018 accountings are not part of the underlying litigation. This
14 Court declines Wendy's invitation to enlarge this litigation to satisfy judicial economy.
15 This litigation is bounded by the pleadings and cannot remain an open receptacle to
16 receive real-time allegations of inappropriate trust administration. The supplement is
17 stricken as beyond the scope of claims before this Court. Wendy may file a separate action
18 challenging the timing and content of the 2018 accountings if she is so inclined. This Court
19 neither encourages nor discourages such litigation.

20 2. *The Lake Tahoe property*

21 Though not placed within a certain claim for relief within her pleadings, Wendy
22 asks this Court to rescind all transactions involving the Lake Tahoe home and restore title
23 to the SSJ LLC, which was 100% owned by the Family Trust. Wendy continues to
24 overwhelm this Court with repetitive and lengthy arguments about the option
25 agreements, forgery, fraud, fiduciary duties, unjust enrichment, trustor intentions,
26 consideration, etc. All of Wendy's arguments were presented to the jury and rejected in
27

28 ¹¹ Stan filed an additional Motion to Dismiss or Motion to Strike, arguing Wendy's supplement alleged a new claim for breach of fiduciary duty that has not been discovered. Todd joined in Stan's motion.

1 the jury's verdict. This Court will not enter any order granting relief to Wendy regarding
2 the Lake Tahoe home.

3 3. *Future distributions*

4 On July 23, 2019, Wendy filed an Emergency Motion to Compel Distribution from
5 the Family Trust. She alleged she was being evicted from her home in Texas and needed
6 money to relocate to either Arizona or Reno. Wendy asked this Court to order the trustees
7 of the Family Trust to distribute \$6,000 for a deposit on a new apartment and \$5,000 per
8 month for living expenses. Wendy further asks this Court to advise the trustees regarding
9 the schedule of other distributions for living expenses. Wendy's motion is denied. This
10 Court will not supervise trust administration on an ongoing basis. It will not provide
11 advisory guidance or otherwise order the trustees regarding administration and
12 distributions. Instead, it will adjudicate disputes through normal judicial processes.
13 Wendy may initiate separate litigation if she is so inclined.

14 4. *Costs.*

15 Todd Jaksick as an individual, Duck Lake Ranch, LLC, and Incline TSS, are the
16 prevailing parties entitled to statutory and reasonable costs. All other parties may file cost
17 memoranda as authorized by law.

18 **Conclusions**

19 1. This Court does not confirm the accountings. However, the substance of the
20 accountings were presented to the jury and fall within the jury's verdict. Thus, this Court
21 will not allow additional litigation as to any accounting that formed the basis for Wendy's
22 legal claims. All future accountings shall be timely and formulated to provide the
23 beneficiaries with adequate notice of values, transactions, and other acts of trust
24 administration. The trustees are authorized to pay, at Wendy's request, a portion of
25 Wendy's distributive shares to Wendy's designated financial professional who will assist
26 her to understand the accountings and interact with the trustees.

27 2. This Court does not confirm the ACPAs or indemnification agreements.
28 However, the substance of the ACPAs and indemnification agreements were presented to

1 the jury and fall within the jury's verdict. This Court will not allow additional litigation as
2 to any of the ACPAs and indemnification agreements that formed the basis for Wendy's
3 legal claims.

4 3. The trustees' request to impose no-contest penalties against Wendy is
5 denied.

6 4. Wendy's claims for unjust enrichment and constructive trust are denied.

7 5. Todd is confirmed as trustee of Issue Trust and co-trustee of Family Trust.
8 All other trustees are also confirmed.

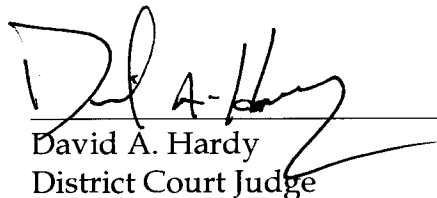
9 6. Todd shall disgorge all trustee fees he received or otherwise earned, subject
10 to the fees award provisions.

11 7. This Court anticipates the parties will seek clarification and other relief
12 through additional motion work. The attorneys' fees provisions in this order reflect the
13 entirety of this Court's intentions regarding fees. This order also reflects the entirety of
14 this Court's intentions regarding all other pending matters.

15 8. Todd and the trustees may submit a proposed judgment consistent with the
16 jury's verdict and this order on equitable claims.

17 **IT IS SO ORDERED.**

18 Dated: March 12, 2020.

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22 David A. Hardy
23 District Court Judge
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IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

In the Matter of the:

SSJ's ISSUE TRUST.

CASE NO.: PR17-00445

DEPT. NO.: 15

In the Matter of the:

SAMUEL S. JAKSICK, JR., FAMILY
TRUST.

CASE NO.: PR17-00446

DEPT. NO.: 15

WENDY JAKSICK,

Respondent and Counter-Petitioner,

v.

TODD B. JAKSICK, Individually, as Co-
Trustee of the Samuel S. Jaksick Jr. Family
Trust, and as Trustee of the SSJ's Issue Trust;
MICHAEL S. KIMMEL, Individually and as
Co-Trustee of the Samuel S. Jaksick Jr. Family
Trust; STANLEY S. JAKSICK, Individually
and as Co-Trustee of the Samuel S. Jaksick Jr.
Family Trust; KEVIN RILEY, Individually, as
Former Trustee of the Samuel S. Jaksick Jr.
Family Trust, and as Trustee of the Wendy A.
Jaksick 2012 BHC Family Trust, INCLINE
TSS, LTD.; and DUCK LAKE RANCH, LLC;

Petitioners and Counter-Respondents.

**JUDGMENT ON JURY VERDICT AND
COURT ORDER ON EQUITABLE
CLAIMS**

A. JUDGMENT ON JURY VERDICT

This matter was tried to a jury from February 14, 2019 to and including March 4, 2019.
The jury found in favor of Todd Jaksick, individually, Stanley Jaksick, individually and as Co-

1 Trustee of the Samuel S. Jaksick, Jr., Family Trust, Michael Kimmel, individually and as Co-
2 Trustee of the Samuel S. Jaksick, Jr., Family Trust and Kevin Riley, individually and as Co-
3 Trustee of the Samuel S. Jaksick, Jr., Family Trust and Trustee of the BHC Trust and against
4 Counter-Petitioner Wendy Jaksick on all claims and defenses. The jury found in favor of Counter-
5 Petitioner Wendy Jaksick against Todd Jaksick, as Co-Trustee of the Samuel S. Jaksick, Jr.,
6 Family Trust and as Trustee of the SSJ's Issue Trust on her breach of fiduciary duty claim and
7 assessed damages in the total amount of \$15,000. The jury found in favor of Todd Jaksick, as Co-
8 Trustee of the Samuel S. Jaksick, Jr., Family Trust and as Trustee of the SSJ's Issue Trust, on all
9 of Wendy Jaksick's other claims tried to the jury. The Jury Verdict is attached hereto and made a
10 part hereof.

11 Accordingly, judgment is entered as follows:

12 1. In favor of Todd Jaksick, individually, Stanley Jaksick, individually and as Co-
13 Trustee of the Samuel S. Jaksick, Jr., Family Trust, Michael Kimmel, individually and as Co-
14 Trustee of the Samuel S. Jaksick, Jr., Family Trust and Kevin Riley, individually and as Co-
15 Trustee of the Samuel S. Jaksick, Jr., Family Trust and Trustee of the BHC Trust against Counter-
16 Petitioner Wendy Jaksick on all of the claims and defenses tried to the jury. As required by NRS
17 18.110, these prevailing parties shall file their Memoranda of Costs within five days from notice
18 of entry of this Judgment on Jury Verdict.

19 2. In favor of Wendy Jaksick against Todd Jaksick as Co-Trustee of the Samuel S.
20 Jaksick, Jr., Family Trust and as Trustee of the SSJ's Issue Trust on Wendy Jaksick's breach of
21 fiduciary duty claims. The Jury's Verdict in favor of Counter-Petitioner Wendy Jaksick in the
22 amount of \$15,000 is *de minimis* in light of her request for damages of \$80,000,000 and in light of
23 her failure to prevail on fraud, conspiracy and aiding and abetting. She is, therefore, not a
24 prevailing party and not entitled to recover costs under NRS 18.050 and NRS 18.110. Counter-
25 Petitioner Wendy Jaksick failed to obtain a judgment in excess of the Offers of Judgment served
26 by Todd Jaksick, as an individual, and is therefore not entitled to recover costs pursuant to NRC
27 68. Counter-Petitioner Wendy Jaksick's judgment against Todd Jaksick, as Co-Trustee of the
28 Samuel S. Jaksick, Jr., Family Trust and as Trustee of the SSJ's Issue Trust, is for the total amount

1 of \$15,000, together with prejudgment interest from the date of her Counter-Petition (January 19,
2 2018) to the date of the Offer of Judgment (August 29, 2018) served by Todd Jaksick, in his
3 individual capacity, in the amount of \$605.34, for a total judgment of \$15,605.34. This judgment
4 shall accrue interest at judgment rate until paid in full.

5 3. All claims asserted by Counter-Petitioner Wendy Jaksick in her Counter-Petition
6 and Amended Counter-Petition and tried to the jury are dismissed with prejudice.

7 4. In favor of Duck Lake Ranch, LLC, and Incline TSS, Ltd. against Counter-
8 Petitioner Wendy Jaksick. The Court dismissed Counter-Petitioner's claims against these entities
9 and pursuant to NRS 18.110, these entities shall file their Memoranda of Costs within five days of
10 notice of entry of this judgment.

11 **B. JUDGMENT ON EQUITABLE CLAIMS**

12 On May 13, 2019, the Court began a bench trial to resolve Wendy Jaksick's equitable
13 claims. The parties stipulated to submit written closing trial briefs and replies. Having considered
14 all briefs, evidence admitted during the jury trial and evidence submitted in support of the parties'
15 positions on the equitable claims, the Court entered its *Order After Equitable Trial* on March 12,
16 2020. The Order is attached hereto, made a part hereof, and is incorporated herein. The terms,
17 provisions, findings and conclusions set forth in its *Order After Equitable Trial* are incorporated
18 herein as the Court's Findings of Fact and Conclusions of Law pursuant to Rule 52(a) of the
19 Nevada Rules of Civil Procedure.

20 Judgment is hereby entered as follows:

21 1. Against Counter-Petitioner Wendy Jaksick on all of her equitable claims and is
22 entered in favor of Todd Jaksick, as an individual, Stanley Jaksick, as an individual and Co-
23 Trustee of the Samuel S. Jaksick, Jr., Family Trust, Michael Kimmel, as an individual and Co-
24 Trustee of the Samuel S. Jaksick, Jr., Family Trust, Kevin Riley, individually, Kevin Riley, as Co-
25 Trustee of the Samuel S. Jaksick, Jr., Family Trust, Kevin Riley, as Trustee of the BHC Trust,
26 Duck Lake Ranch, LLC, and Incline TSS, Ltd. These prevailing parties shall file their
27 Memoranda of Costs pursuant to NRS 18.110 within five days of the notice of entry of this
28 judgment.

1 2. In favor of Counter-Petitioner Wendy Jaksick's counsel of record in the amount of
2 \$300,000 to be paid by the Samuel S. Jaksick, Jr., Family Trust and the SSJ's Issue Trust.

3 3. In favor of the Samuel S. Jaksick, Jr., Family Trust and SSJ's Issue Trust against
4 Todd Jaksick, as Co-Trustee of the Samuel S. Jaksick, Jr., Family Trust in an amount equal to
5 25% of the attorneys' fees paid by the Samuel S. Jaksick, Jr., Family Trust and SSJ's Issue Trust
6 for legal services rendered on behalf of the Co-Trustees of the Samuel S. Jaksick, Jr., Family Trust
7 and Trustee for the SSJ's Issue Trust. Todd Jaksick's obligation to satisfy this judgment requires
8 payment of the amount determined from his personal funds. Counsel for the Trustees and Trustee
9 shall submit verified Memoranda of Fees paid within twenty-one days of notice of entry of this
10 judgment.

11 4. On March 13, 2019, Todd Jaksick, in his individual capacity, filed a Motion for
12 Order Awarding Costs and Attorneys' Fees for Todd Jaksick, individually, Duck Lake Ranch,
13 LLC and Incline TSS, Ltd. For the reasons stated in the Court's March 12, 2020 *Order After*
14 *Equitable Trial*, Todd Jaksick's Motion for Order Awarding Costs and Attorneys' Fees was
15 granted, subject to section (c) on page 22 of the Court's *Order After Equitable Trial*. Accordingly,
16 judgment is hereby entered in favor of Todd Jaksick, individually, against Counter-Petitioner
17 Wendy Jaksick in the amount of \$436,331 for attorneys' fees and \$68,834.07 in costs, for a total
18 judgment in favor of Todd Jaksick against Counter-Petitioner Wendy Jaksick of \$505,165.07,
19 which amount shall accrue interest from the date hereof at the legal rate.

20 5. In favor of the SSJ's Issue Trust and Incline TSS, Ltd., confirming title to the Lake
21 Tahoe house is to remain in the name of Incline TSS, Ltd., and against Wendy Jaksick regarding
22 claims to disrupt or change the title to the Lake Tahoe home.

23 6. In favor of the Samuel S. Jaksick, Jr., Family Trust against Counter-Petitioner
24 Wendy Jaksick denying her July 23, 2019 Emergency Motion to Compel Distribution from the
25 Samuel S. Jaksick, Jr., Family Trust.

26 7. In favor of Counter-Respondents, consistent with the Jury's Verdict on the ACPAs
27 and Indemnification Agreements.
28

1 8. Against Counter-Petitioner Wendy Jaksick and in favor of Todd Jaksick,
2 individually and as Co-Trustee of the Samuel S. Jaksick, Jr., Family Trust, Stanley Jaksick,
3 individually and as Co-Trustee of the Samuel S. Jaksick, Jr., Family Trust, Michael Kimmel,
4 individually and as Co-Trustee of the Samuel S. Jaksick, Jr., Family Trust and Kevin Riley,
5 individually and as Co-Trustee of the Samuel S. Jaksick, Jr., Family Trust and Trustee of the BHC
6 Trust, Duck Lake Ranch, LLC, and Incline TSS, Ltd., on Counter-Petitioner Wendy Jaksick's
7 claims on unjust enrichment and constructive trust.

8 9. In favor of Todd Jaksick, as Co-Trustee of the Samuel S. Jaksick, Jr., Family Trust
9 and as Trustee of the SSJ's Issue Trust, and against Counter-Petitioner Wendy Jaksick confirming
10 Todd Jaksick, as Trustee of the SSJ's Issue Trust and Co-Trustee of the Samuel S. Jaksick, Jr.,
11 Family Trust. Michael Kimmel and Stanley Jaksick are also confirmed as Co-Trustees of the
12 Samuel S. Jaksick, Jr., Family Trust.

13 10. In favor of the Samuel S. Jaksick, Jr., Family Trust and the SSJ's Issue Trust
14 against Todd Jaksick, as Co-Trustee of the Samuel S. Jaksick, Jr., Family Trust and Trustee of the
15 SSJ's Issue Trust, for all Trustee's fees paid to Todd Jaksick. Todd Jaksick is hereby required to
16 disgorge all Trustee's fees paid to him, and payment thereof will constitute a setoff against any
17 amounts he must pay as and for 25% of the attorneys' fees paid to the Trustees' counsel of record.

18 11. Declaring and decreeing that all fees ordered against Wendy Jaksick shall be
19 treated as a general trust administration expense and are not allocated to any beneficiaries'
20 distributive share. Todd Jaksick may attach or anticipate Wendy's distributive share only if there
21 are no spendthrift provisions within the trust instruments that prohibit such creditor collection
22 efforts. If such spendthrift provisions exist, distributions shall be made to Wendy, and Todd may
23 seek collection efforts against Wendy personally, subsequent to the distribution.

24 IT IS HEREBY ORDERED, DECREED AND ADJUDGED that the foregoing, upon entry
25 and filing in this matter, is an enforceable final judgment and all findings and conclusions of the
26 Court's March 12, 2020 *Order After Equitable Trial* are expressly incorporated herein. This
27 judgment resolves all claims against all parties, and pursuant to Rule 54(b) of the Nevada Rules of
28 Civil Procedure is a final judgment.

DATED this 1st day of April, 2020.


DISTRICT JUDGE

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THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

In the Matter of the Administration of the Case No. PR17-00445
SSJ'S ISSUE TRUST.

_____ /

CONSOLIDATED
In the Matter of the Administration of the Case No. PR17-00446
SAMUEL S. JAKSICK, JR. FAMILY TRUST. Dept. No. 15

_____ /

ORDER AFTER EQUITABLE TRIAL

On August 2, 2017, the trustees of the SSJ's Issue Trust ("Issue Trust") and the Samuel S. Jaksick, Jr. Family Trust ("Family Trust") filed Petitions for Confirmation of Trustee and Admission of Trust to the Jurisdiction of the Court, and for Approval of Accountings and Other Trust Administration Matters.¹ October 10, 2017, Wendy Jaksick filed an Opposition and Objection to the Petition. On January 19, 2018, Wendy filed a Counterpetition to Surcharge Trustees for Breach of Fiduciary Duties, for Removal of Trustees and Appointment of Independent Trustee(s), and for Declaratory Judgment and Other Relief, which was subsequently amended on February 23, 2018. Family Trust co-trustee Stan Jaksick filed an Objection to Approval of Accountings and Other Trust Administration Matters on October 10, 2017. Todd Jaksick, as trustee of the Issue Trust

¹ Family Trust co-trustee Stan Jaksick did not join in the petitions.

1 and co-trustee of the Family Trust, and Michael Kimmel as co-trustee of the Family Trust,
2 are represented by Donald Lattin and Carolyn Renner. Todd is represented in his
3 individual capacity by Kent Robison. Mr. Robison also represents Duck Lake Ranch, LLC,
4 Incline TSS, Ltd., and Sammy Supercub, LLC. Stanley Jaksick, as co-trustee of the Family
5 Trust, is represented by Adam Hosmer-Henner and Philip Kreitlein. Wendy is
6 represented by Mark Connot and Kevin Spencer.

7 1. This Court presided over a jury trial on legal claims between February 14,
8 2019, and March 4, 2019. The jury concluded Todd breached his fiduciary duty as trustee
9 and awarded damages of \$15,000. The jury found no other trustee breached any fiduciary
10 duty. In addition, the jury found Wendy had not proven her claims for 1) civil conspiracy
11 and aiding and abetting, 2) aiding and abetting breach of fiduciary duty, or 3) fraud
12 against any counter-respondent whether individually or as trustee. The jury did not find
13 any counter-respondent acted with fraud, oppression, or malice.

14 2. On May 13, 2019, this Court began a bench trial to resolve the remaining
15 equitable claims. By stipulation, the parties submitted written closing trial statements and
16 replies. This Court authorized supplemental briefing on a narrow issue related to Exhibit
17 561. This Court has considered all briefs and evidence admitted during the equitable trial
18 (including many exhibits previously admitted at jury trial).² This Court is aware that
19 disagreements continue and Wendy alleges ongoing breaches of fiduciary duties, as
20 illustrated by the moving papers relating to post-trial costs, the 2018 annual accountings,
21 and distribution guidance. It now finds and orders as follows:

22 General Findings

23 1. As a factfinder, this Court is authorized to consider its everyday common
24 sense and judgment, and determine what inferences may be properly drawn from direct
25 and circumstantial evidence. See Lewis v. Sea Ray Boats, Inc., 119 Nev. 100, 105, 65 P.3d

26
27 ² On May 13, 2019, the parties stipulated into evidence many exhibits previously admitted during the jury
28 trial. Wendy also offered new evidence during the equitable phase of trial. A list of all documentary
evidence admitted on equitable issues is contained in this Court's Order Addressing Evidence at Equitable
Trial, dated May 20, 2019. This Court has not considered unadmitted documentary evidence. However, this
Court has considered deposition testimony properly part of the trial record pursuant to NRCP 32.

1 245, 248 (2003); Nev. 1GI.5 (2011); Nev. 2EV.3 (2011); Nev. J.I. 1.05 (1986).

2 2. The facts presented in support of the equitable claims inextricably overlap
3 with the legal claims presented to the jury. Despite how the claims are pled, Wendy is
4 attempting to retry her case to obtain a second review of similar facts and an outcome
5 different from the jury verdict.³ This Court may or may not have reached the same
6 decision as the jury. Regardless, it has no authority to dilute or otherwise modify the
7 jury's verdict.

8 3. The file materials compose more than 17,000 pages. There were more than
9 300 separate pleadings, motions, oppositions, replies, joinders, and other substantive
10 papers filed in this proceeding. The parties produced tens of thousands of documents
11 before trial and marked 677 exhibits for the two trials, of which 227 were admitted. The
12 substantive papers (with exhibits and transcripts) filed since the jury's verdict compose
13 more than 4,000 pages. This Court has read and re-read the pending moving papers, to
14 include exhibits and transcripts. It has analyzed every argument presented and carefully
15 studied the cited authorities. It cannot synthesize the competing moving papers, exhibits,
16 and arguments into a single coherent order. It cannot resolve the arguments in minutia.
17 Therefore, this Court elects to make general findings, which are substantially supported by
18 the evidence of record.

19 4. This Court regrets some of its more direct findings, which it must disclose to
20 support its discretionary resolution of equitable claims.

21 5. Sam Jaksick created substantial wealth during his life but his leveraged
22 estate was compromised by the "great recession" during the last season of his life. Sam's
23 estate is exceedingly complex because he used tens of different corporate entities as
24 holding companies for his wealth. Sam also partnered with non-family business entities.

25 6. Sam had three children: Stan, Wendy, and Todd. Sam loved each of his

26
27 ³ On January 3, 2018, Wendy demanded a jury trial on all legal claims. Wendy demanded a jury – at least in
28 part – because she likely suspected a judge's comprehensive, studious examination of all evidence would not
result in the \$80 million compensatory damages and additional punitive damages she asked the jury to
award. This Court honors Wendy's unfettered constitutional right to a jury trial but it will not re-visit the
identical facts to arrive at a different outcome for Wendy.

1 children, despite their different strengths, weaknesses, and personalities. Wendy did not
2 transition well into adulthood and Sam was aware of her inability to provide for herself.
3 Wendy does not understand financial complexities. Sam was more confident in Stan and
4 Todd as he worked with them during his life and designated them to continue
5 participating in his estate and business affairs after his death. Stan's trial participation was
6 not lengthy but he appears to enjoy some financial fluency and business sophistication.
7 Stan also presented as a credible witness and thoughtful sibling. While Todd is most
8 familiar with Sam's business and trust affairs, he is only marginally sophisticated as a
9 trustee. He regularly deferred to the knowledge and expertise of others.⁴ Todd also
10 presented as conflicted by his own interests, influenced by his animus towards Wendy,
11 and confused about his duties as a neutral trustee.

12 7. Sam's estate plan evolved over the years, and its last iteration was influenced
13 by debt, tax avoidance, asset protection, and planning around Stan's divorce. Both Sam
14 and Todd were exposed to personal liabilities on substantial debts Sam had incurred.
15 Some of the estate documents were created in haste because of Sam's heart illness and
16 surgery in December, 2012. (Sam survived his heart illness and tragically died in a water
17 accident in 2013). Some of the 2012-13 estate planning documents are disorganized,
18 internally inconsistent, and complicated by notarial mischief or neglect. This Court was
19 particularly troubled by the notary's abdication of statutory responsibilities, which was an
20 influencing fact in the litigation Wendy pursued. Notaries are given great authority and
21 their actions induce reliance. The notary at issue fell below the statutory standards. This
22 finding alone warrants a substantial financial consequence upon the trust, which this
23 Court includes in its analysis of the no-contest penalty and attorneys' fees requests.

24 8. Todd's participation in Sam's estate beginning in 2012 can be viewed
25 through two opposing lenses: he was either a disconnected participant who yielded to his
26

27 ⁴ This Court understands jury instruction no. 11, which does not alter the fact that Todd struggled under the
28 shadow of his father's business acumen. The dynamic of Todd relying on professionals regarding the
accountings, while the professionals provided accountings with disclaimers and hyphens, created
uncertainty (or at least the appearance of uncertainty) about transactions, values, and who was ultimately
responsible for acts and accountings of trust administration.

1 father's wishes, or he was a subtly strategic participant who enriched himself to the
2 detriment of his siblings. These opposing possibilities are relevant only to understand
3 how this dispute became so bitter. This Court is inclined to find Todd was the former
4 rather than the latter, but regardless, Stan and Wendy had cause to seek answers to
5 questions created by document anomalies, inadequate disclosures, and transactions
6 inuring to Todd's benefit.

7 9. This action began when Stan, Wendy, and Todd were opposed to each other.
8 The dispute was exacerbated by inadequate information and self-interested perspectives.
9 Some of the more personal allegations among siblings reveal a family influenced by
10 misperceptions and individual interests. Wendy was particularly personal in her
11 allegations, the worst of which were harassing, vexatious, and without factual basis. There
12 were at least seven lawyers zealously advocating for their clients, which further
13 entrenched the siblings against each other. The children chose litigation over compromise
14 to work through the complexities of Sam's estate and their disparate financial
15 circumstances. With more effortful disclosures, neutral access to information, and a little
16 sibling patience, they *might* have worked through the messiness of Sam's estate to reach a
17 non-litigation resolution. Instead, the children sued each other, with Todd and Stan
18 settling their dispute just days before the jury trial began. Despite the settlement, this
19 Court is aware of the allegations Stan made against Todd in his deposition and trial
20 testimony. The settlement does not extinguish Stan's pleading allegations and
21 testimony – it merely reflects Todd and Stan's strategic and well-advised decision to
22 compromise their claims before trial. The settlement worked to Wendy's trial detriment,
23 yet she chose trial over settlement and must now accept the consequences of her choice.
24 Stan's allegations and testimony are relevant to contextualize the legal and equitable
25 claims, particularly the request to impose a no-contest penalty and for attorneys' fees
26 under NRS Chapter 18 and NRCP 68.

27 10. Todd and Stan contend they made every effort to avoid litigation but could
28 not persuade Wendy or her attorneys to choose compromise over conflict. This is mostly

1 accurate, as Wendy's litigation position and trial demand were influenced more by animus
2 and avarice than by a desire for balanced justice. In particular, Wendy's \$80 million jury
3 demand revealed her overreach. However, Wendy's litigation zeal does not extinguish
4 her probable cause to seek answers and formulate claims based upon the information she
5 had at the time — the same information that led to Stan's allegations against Todd.

6 11. Throughout trial this Court reflected upon how Sam would respond if he
7 observed his children spending millions of dollars litigating his estate. The parties
8 repeatedly invited this Court to consider Sam's testamentary intentions. Responding to
9 that invitation, this Court has wondered how Sam would react to see his estate
10 disproportionately allocated among his children. There is no way to know how or if Sam
11 would have enlarged Wendy's beneficial interests if he survived the economic recovery.
12 Sam loved Wendy despite her issues, and this Court suspects Sam would have continued
13 his pattern of lifetime largesse in favor of his troubled daughter. But suspicion and
14 speculation are beyond this Court's authority. Death arrives at its own inconvenient time
15 and none can alter its consequences. Wendy is simply without her paternal benefactor and
16 is susceptible to the trustees' actions as governed by documents and transactions Sam
17 approved during his life.

18 12. The trustees' initial petitions were predicated upon accountings that
19 provided inadequate information. The accountings were untimely, and even if technically
20 compliant with the statutes, they failed to provide full and fair notice to Wendy as a
21 beneficiary. This Court acknowledges the trustees attempted to answer Wendy's
22 questions by making their CPA and lawyers available to Wendy, but there is only
23 marginal evidence in the record the trustees invested their own personal efforts to satisfy
24 Wendy's concerns. At some point the trustees' responses became form over function.
25 Todd particularly grew weary of Wendy, which affected his neutral trusteeship, as
26 illustrated by his hope to satisfy Wendy's beneficial interests at a discount that inured to
27 his benefit. In response, Wendy initiated scorched-earth litigation grounded in
28 entitlement and limited self-awareness. This Court cannot now alter the consequences of

1 the trust administration and litigation choices that precede this order.

2 13. Wendy's legal and equitable claims are grounded in the same common facts
3 and are exceedingly difficult to segregate. As this Court reviewed the hundreds of pages
4 of written arguments relating to the equitable claims, it was taken back to the evidence
5 and arguments presented to the jury. Through the misty fog of painfully voluminous
6 allegations and varied claims, the core of Wendy's complaint is that Todd breached his
7 fiduciary duties by self-dealing and failing to disclose information relevant to Wendy as a
8 beneficiary. No matter how Wendy frames or argues her equitable claims, she asks this
9 Court to remedy the identical facts and transactions she placed before the jury. This Court
10 must look to the substance of the claims, not just the labels used in the pleading document.
11 Nev. Power Co. v. District Court, 120 Nev. 948, 960, 102 P.3d 578, 586 (2004).

12 14. The complexity of Sam's estate warranted extraordinary disclosures,
13 explanations, and compliance with discovery rules. There were significant discovery
14 disputes, such that this Court created a schedule for recurring access to the Discovery
15 Commissioner. This Court also ordered the production of disputed discovery. Discovery
16 continued to the very eve of trial and Wendy was still attempting to discern her beneficial
17 interests when trial began.

18 15. There were several sports references and metaphors argued to the jury.
19 Consistent with that theme, Wendy "swung for the fences" when she asked the jury to
20 award \$80 million to her (plus punitive damages), an amount that exceeds the evidentiary
21 value of this estate and would deprive Todd and Stan of any beneficial interests. She now
22 seeks a "mulligan" by re-arguing to this Court what was over-argued to the jury.⁵ The
23 jury found that Todd breached his fiduciary duties but only awarded \$15,000 to Wendy. It
24 found against Wendy on all other claims and against all other counter-respondents. This
25 Court may have been authorized to award additional equitable relief upon the same facts

26
27 ⁵ To illustrate, Wendy argued in her omnibus opposition to the cost memoranda filed before the equitable
28 claims trial that "damages may still be awarded, transactions may be set-aside, further breaches of fiduciary
duty may be found, and the ACPAs and other documents may be found fraudulent or invalid, ab initio."
These were all claims and requests rejected by the jury.

1 if the jury found for Wendy on more claims and against more counter-respondents. But
2 constitutional and decisional authorities prevent this Court from entering a subsequent
3 order diluting or altering the jury's verdict.

4 16. Todd asks this Court to contextualize the \$15,000 as a *de minimis* award. This
5 Court will not infuse qualitative meaning into the jury's verdict. To do so would be
6 impermissible speculation. Todd breached his fiduciary duties to Wendy. And Wendy
7 was not awarded the damages she sought. These two facts are integral to this Court's
8 resolution of equitable claims and fees requests.

9 General Legal References

10 1. This Court cannot supplant or alter a jury's verdict by relying upon common
11 facts to reach a different outcome. See generally Lehrer McGovern Bovis, Inc. v. Bullock
12 Insulation, Inc., 124 Nev. 1102, 197 P.3d 1032, 1038 (2008) (discussing special interrogatory
13 verdicts). In Acosta v. City of Costa Mesa, 718 F.3d 800 (9th Cir. 2013), the plaintiff
14 submitted his equitable claim for declaratory relief to the bench after the jury rejected his
15 legal claims. The court held "it would be a violation of the Seventh Amendment right to
16 jury trial for the court to disregard a jury's findings of fact. Thus, in a case where legal
17 claims are tried by a jury and equitable claims are tried by a judge, and the claims are
18 based on the same facts, in deciding the equitable claims, the Seventh Amendment
19 requires the trial judge to follow the jury's implicit or explicit factual determinations." Id.
20 at 828-29 (citations omitted).

21 2. In Sturgis Motorcycle Rally, Inc. v. Rushmore Photo & Gifts, Inc., 908 F.3d
22 313, 343 (8th Cir. 2018), the jury found for the plaintiff on legal intellectual property claims,
23 but the bench subsequently applied the equitable defenses of laches and acquiescence.
24 The appellate court reversed, holding "[t]o bind the district court's equitable powers, a
25 jury's findings must be on an issue 'common' to the action's legal and equitable claims;
26 otherwise, the court is free to treat the jury's findings as 'merely advisory'" Id.
27 Further, "[i]f the jury's findings were on a common issue, the court, in fashioning equitable
28 relief, may take into account facts that were not determined by the jury, but it may not

1 base its decision on factual findings that conflict with the jury's findings." Id. at 344
2 (citations omitted); see also Haynes Trane Serv. Agency, Inc. v. Am. Standard, Inc., 573
3 F.3d 947, 959 (10th Cir. 2009) (noting a court cannot grant equitable relief on facts rejected
4 explicitly or implicitly by a jury verdict); Avitia v. Metro Club of Chicago, Inc., 49 F.3d
5 1219, 1231 (7th Cir. 1995) ("[A] judge who makes equitable determinations in a case in
6 which the plaintiff's legal claims have been tried to a jury is bound by any factual findings
7 made or inescapably implied by the jury's verdict.").

8 3. Among prescribed form and content, an accounting must provide a
9 beneficiary with the ability to evaluate his or her interests. NRS 165.135(3). See also NRS
10 153.041. The cost of preparing an accounting is presumptively borne by the trust. NRS
11 165.1214(5). Unless acting in good faith, a trustee can be personally liable for failing to
12 provide an accounting. NRS 165.148. A beneficiary may petition the court to order a
13 trustee to perform his or her accounting duties. NRS 165.190. This Court may order a
14 trustee's compensation be reduced or forfeited, or enter other civil penalty, when a trustee
15 fails to perform his duties. NRS 165.200.

16 4. The trustees' just and reasonable expenses are presumptively governed by
17 the trust instruments and borne by the trust. However, this Court has authority to review
18 and settle the trustees' expenses and compensation. NRS 153.070. This Court may also
19 reduce a trustee's compensation or order a trustee to pay a beneficiary's reasonable
20 attorneys' fees and costs when the beneficiary compels redress for a breach of trust or
21 compliance with trust terms. NRS 153.031(3). See also In re Estate of Anderson, No.
22 58227, 2012 WL4846488 (Oct. 9, 2012). This Court may order the trust expenses defending
23 against a beneficiary's successful claims be borne by a trustee individually. NRS 18.090.
24 See also Estate of Bowlds, 120 Nev. 990, 1,000, 102 P.3d 593, 600 (2004) (concluding
25 payment of attorney's fees from trust assets only when litigation generally benefits the
26 trust); NRS 153.031(3)(b) (stating if court grants relief to petitioner, it may order trustee to
27 pay fees and costs); RESTATEMENT (THIRD) OF TRUSTS § 100 (2012) (examining denial of
28 compensation to breaching trustee).

1 5. NRS 163.00195 governs no-contest provisions. It begins by emphasizing this
2 Court's duty to enforce no-contest clauses to effectuate a settlor's intent. NRS 163.00195(1).
3 However, the statute then creates a wide exception when it provides a no-contest clause
4 must not be enforced when a beneficiary acts to enforce her legal rights, obtain court
5 instruction regarding proper administration, seeks to enforce the trustee's fiduciary duties,
6 or institutes and maintains a legal action in good faith and based on probable cause. NRS
7 163.00195(4). See also Matter of ATS 1998 Tr., No. 68748, 2017 WL3222533, at *4 ("[T]he
8 purpose of a no-contest clause is to enforce the settlor(s)' wishes, not to discourage a
9 beneficiary from seeking his or her rights."). A legal action is based on probable cause
10 when the facts and circumstances *available to the beneficiary*, or a properly informed and
11 advised reasonable person, "would conclude that the trust, the transfer of property into
12 the trust, any document referenced in or affected by the trust or any other trust-related
13 instrument is invalid." NRS 163.00195(4)(e) (emphasis added).

14 6. A trustee has a duty to act impartially, based on what is fair and reasonable
15 to all beneficiaries. Specifically, "the trustee shall act impartially in investing and
16 managing the trust property, taking into account any differing interests of the
17 beneficiaries." NRS 164.720(1). "[I]t is the trustee's duty, reasonably and without personal
18 bias, to seek to ascertain and to give effect to the rights and priorities of the various
19 beneficiaries or purposes as expressed or implied by the terms of the trust." RESTATEMENT
20 (THIRD) OF TRUSTS § 79 (2007).

21 7. "In all matters connected with [the] trust, a trustee is bound to act in the
22 highest good faith toward all beneficiaries and may not obtain any advantage over the
23 latter by the slightest misrepresentation, concealment, threat, or adverse pressure of any
24 kind." Charleson v. Hardesty, 108 Nev, 878, 882, 839 P.2d 1303, 1306 (1992) (quoting
25 Morales v. Field, 160 Cal.Rptr. 239, 244 (1980)).

26 8. This Court may remove a trustee for good cause, including breach of
27 fiduciary duties. NRS 156.070; NRS 163.115; NRS 163.190; NRS 163.180; NRS 164.040(2);
28 see also Diotallevi v. Sierra Dev. Co., 95 Nev. 164, 591 P.2d 270 (1979) (explaining court has

1 “full equitable powers” to redress breach of trust). Removal may be appropriate when
2 there is significant animosity between the trustee and a beneficiary, such that it has the
3 potential to materially interfere with the proper administration of the trust. Acorn v.
4 Monecchi, 386 P.3d 739, 760 (Wyo. 2016) (explaining the relevant question is whether
5 “hostility, in combination with existing circumstances, materially interferes with the
6 administration of the trust or is likely to cause that result”); In re Estate of Stuchlik, 857
7 N.W.2d 57, 70 (Neb. 2014) (stating a trustee cannot act impartially when “influenced by . . .
8 animosity toward individual beneficiaries”); BOGERT, LAW OF TRUSTS AND TRUSTEES § 129
9 (3d rev. ed. 2019) (explaining where there is potential for a conflict of interest to arise from
10 the dual status of a trustee who is also a beneficiary, removal of the trustee may be
11 appropriate); see also Dennis v. R.I. Hosp. Trust Nat. Bank, 571 F. Supp. 623, 639 (D.R.I.
12 1983) (discussing removal may be appropriate when the court could expect “that future
13 Trust transactions will be scrutinized by the beneficiaries” as a result of lengthy and
14 antagonistic litigation). Additionally, conflict between the trustee and beneficiary may
15 form a basis for removal when personal contact or collaboration is required for the
16 administration of the trust. Blumenstiel v. Morris, 180 S.W.2d 107, 109 (Ark. 1944). “The
17 purpose of removing a trustee is not to inflict a penalty for past action, but to preserve
18 trust assets.” Getty v. Getty, 205 Cal.App.3d 134, 140 (1988).

19 9. Attorney’s fees are not allowed to a prevailing party absent a contract,
20 statute, or rule to the contrary. See Smith v. Crown Fin. Servs., 111 Nev. 277, 890 P.2d 769
21 (1995) (analyzing the American and English rules regarding attorney’s fees and their
22 intersection with Nevada Law). NRS 18.010(2)(b) provides that this Court may award
23 attorney’s fees when it finds a claim was brought or maintained without reasonable
24 ground, or to harass the prevailing party. Pursuant to NRCP 68(a), “[a]t any time more
25 than 21 days before trial, any party may serve an offer in writing to allow judgment to be
26 taken in accordance with its terms and conditions.” If an offer is not accepted within the
27 prescribed time period, it will be considered rejected by the offeree. NRCP 68(e). If an
28 offeree rejects an offer and fails to obtain a more favorable judgment, “the offeree must

1 pay the offeror's post-offer costs and expenses, including . . . reasonable attorney fees, if
2 any be allowed, actually incurred by the offeror from the time of the offer." NRCP
3 68(f)(1)(B) (emphasis added).

4 10. "[T]he purpose of NRCP 68 is to encourage settlement . . . not to force
5 plaintiffs unfairly to forego legitimate claims." Beattie v. Thomas, 99 Nev. 579, 588, 668
6 P.2d 268, 274 (1983). To determine whether an award of fees is appropriate, a court must
7 consider and weigh the following factors: (1) whether the claim was brought in good faith;
8 (2) whether the offer of judgment was reasonable and in good faith in both its timing and
9 amount; (3) whether the decision to reject the offer and proceed to trial was grossly
10 unreasonable or in bad faith; and (4) whether the fees sought by the offeror are reasonable
11 and justified in amount.⁶ Beattie, 99 Nev. at 588-89, 668 P.2d at 274. No one Beattie factor
12 is outcome determinative, and each should be given appropriate consideration. Yamaha
13 Motor Co., USA v. Arnoult, 114 Nev. 233, 252 n.16, 955 P.2d 661, 673 n.16 (1998).

14 11. A proceeding concerning a trust "does not result in continuing supervisory
15 proceedings, and the administration of the trust must proceed expeditiously in a manner
16 consistent with the terms of the trust, without judicial intervention or the order, approval
17 or other action of any court, unless the jurisdiction of the court is [properly] invoked . . . as
18 provided by other law." NRS 164.015(7).

19 Equitable Issues

20 The following equitable issues and arguments are before this Court:

21 1. *Approval of accountings*

22 The trustees ask this Court to settle, allow, and approve the Issue and Family Trust
23 accountings without further examination, to include approval of trustees' fees, attorneys'
24

25 ⁶ When considering the fourth Beattie factor, the court must consider the Brunzell factors. See Shuette v.
26 Beazer Homes Holdings Corp., 121 Nev. 837, 864-65, 124 P.3d 530, 548-49 (2005). These factors include the
27 following: "(1) the qualities of the advocate: his or her ability, training, education, experience, professional
28 standing, and skill; (2) the character of the work to be done: its difficulty, intricacy, importance, time and
skill required, the responsibility imposed and the prominence and character of the parties where they affect
the importance of litigation; (3) the work actually performed by the lawyer: the skill, time, and attention
given to the work; and (4) the result: whether the attorney was successful and what benefits were derived."
Brunzell v. Golden Gate Nat'l Bank, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969).

1 fees, and payment of other professional fees and administrative expenses.⁷ Wendy
2 opposes and asks this Court to order the trustees to prepare statutory compliant
3 accountings that disclose assets, values, transactions, and other acts of trust
4 administration. Wendy further argues that if the amended accountings are untimely or
5 noncompliant, this Court should find and remedy the trustees' breach of fiduciary duties.

6 The timing and form of accountings are prescribed by statute. But an accounting is
7 more than a formulaic compilation of data. An accounting is given to provide notice. Just
8 as facts in controversy vary from case to case, an accounting must be adjusted as the trust
9 estate requires. The trusts before this Court are complex because of the multiple layers of
10 entity and fractional ownership. They are further complicated by fluid and often
11 unknown values. This Court generally agrees with Wendy that the accountings fail to
12 provide adequate notice because they reveal only a portion of Sam's complex affairs – they
13 are mere pieces in a much larger puzzle and are ineffective when only reviewed in
14 isolation.⁸ Instead, the accountings created confusion and engendered suspicion. The
15 trustees attempted to answer Wendy's questions informally and made their professionals
16 available to answer Wendy's questions. But the accountings should have included more
17 explanatory details. The best example of how the accountings failed to provide actual and
18 adequate notice occurred when Todd testified Wendy could expect to receive \$4 million
19 from a variety of sources. While the trustees may have provided explanations through
20 accountants and settlement offers, Wendy's beneficial expectancy is not apparent from the
21 accountings or evidence of the trustees' pre-trial explanations.

22 However, this Court also notes that Wendy's complaints about the content and
23 general timing of the accountings were presented to the jury in the legal phase of trial and
24 are therefore facts common to the equitable claims. The jury presumably considered all
25 evidence when deliberating its verdict. The verdict is an express or implicit rejection of

26
27 ⁷ The relevant accountings are for the Issue and Family Trusts (April, 2013 through December, 2017) and
Wendy's subtrust (2013 – 2016).

28 ⁸ Wendy argues: "While in some circumstances, preparing and delivering accountings in the format
provided by NRS 165.135 may fully satisfy a fiduciary's requirement to account and fully disclose, that is not
and cannot be the case for these very complex trusts."

1 Wendy's complaints about the accountings. Accordingly, this Court will not provide
2 equitable relief regarding the accountings, which were constructively approved and
3 confirmed by the jury's verdict. In so doing, this Court does not countenance the trustees'
4 arguments that all accountings and disclosures complied with Nevada law, to include
5 NRS 165.135(4)(a), which allows for a statement prepared by a CPA containing summaries
6 of the information required by NRS 165.135(1). This Court simply orders that all litigation
7 regarding the accountings in existence at the time of the jury trial must end.⁹ The nature of
8 the accountings influence this Court's decision regarding attorneys' fees and the no-
9 contest provisions of the trust.

10 2. *Validity of the Agreements and Consents to Proposed Actions (ACPAs) and*
11 *Indemnification Agreements*

12 Todd as trustee of the Issue Trust, and Todd and Michael Kimmel as co-trustees of
13 the Family Trust, ask this Court to ratify and approve the ACPAs, thus relieving them of
14 liability for actions reasonably taken in reliance upon them. They (and Todd individually)
15 also ask this Court to affirm the indemnification agreements. Wendy opposes and asks
16 this Court to invalidate the ACPAs and rescind any transactions accomplished through
17 them. She also contests Stan and Todd's indemnification agreements and asks that any
18 transactions accomplished through them be invalidated and set aside. Each party presents
19 substantial arguments supporting their respective positions. This Court again returns to
20 the scope and content of the jury trial and the facts common to legal and equitable claims.
21 While the attorneys argued to the jury that this Court would decide the validity of the
22 ACPAs and indemnification agreements, each of the challenged documents and related
23 transactions were thoroughly presented and argued to the jury – including document
24 preparation, execution, and other formation irregularities. Thus, at least, the jury verdict is
25 an implicit rejection of Wendy's arguments.

26 Having considered all arguments, this Court concludes it will neither affirm nor

27
28 ⁹ The trustees may wish to modify the form of future accountings to provide better notice and explanations
to the beneficiaries. Otherwise, they risk objections this Court may be inclined to grant, including an award
of attorney's fees.

1 reject the ACPAs and indemnification agreements. They cannot be segregated from the
2 legal claims presented to the jury and now subsequently argued in support of equitable
3 relief. The jury constructively approved and affirmed the ACPAs and indemnification
4 agreements when it reached its verdict. The verdict prevents additional litigation and
5 precludes liability exposure for actions taken in reliance upon these documents. All claims
6 involving the disputed ACPAs and indemnification agreements shall end with the jury's
7 verdict. Nonetheless, the ACPAs and indemnification agreements also influence this
8 Court's decision regarding attorneys' fees and the no-contest provisions.

9 3. *Violation of the no-contest provisions of the trusts*

10 All trustees except Stan ask this Court to declare that Wendy violated the no-contest
11 provisions of the trusts when she initiated and maintained this litigation. Wendy opposes
12 and asks this Court to declare that Todd violated the no-contest provisions when he filed
13 the initial petition and later moved to dismiss her litigation. The trustees' request deserves
14 analysis, whereas Wendy's request is retaliatory and made with little legal basis or
15 support from the trust instruments.

16 Wendy sought to enforce her rights, obtain instructions, and remedy a breach of
17 fiduciary duties. The jury agreed that Todd breached his fiduciary duties. Further, based
18 upon the information she possessed, she had probable cause to seek invalidation of
19 transfers and other acts of trust administration. This Court must distinguish between the
20 *existence* of probable cause for initiating and maintaining this action with the manner in
21 which the probable cause was *litigated*. As noted elsewhere, Wendy and Stan had
22 probable cause to seek answers to questions raised by the accountings and other events of
23 trust administration. Thus, while Wendy's litigation zeal and overreaching jury demand
24 may implicate Sam's intention to disincentivize litigation, Wendy's legal actions were
25 authorized and do not create a bar to her beneficial rights.

26 4. *Unjust enrichment and constructive trust*

27 Wendy asks this Court to impress a constructive trust to cure unjust enrichment
28 caused by fraud, breach of fiduciary duty, and self-dealing. Todd, Stan, and the trustees

1 make several arguments in opposition to Wendy's request. This Court disagrees with
2 Wendy's position. Wendy's allegations of misconduct, document impropriety, and self-
3 dealing underlying her request for equitable relief are inseparable from the legal claims
4 she presented to the jury. Wendy has been awarded damages for Todd's breach of
5 fiduciary duties. Any other equitable relief would constitute double recovery and alter the
6 jury's verdict in violation of the Seventh Amendment and its interpretative decisions.

- 7 5. *Removal of trustees*
8 *Disgorgement of trustee fees*
9 *Use of trust funds to initiate petition and defend against Wendy's counterpetition*
 Award of attorneys' fees

10 Wendy relies upon her same arguments when asking this Court to remove the
11 trustees, order the trustees to disgorge trustee fees, and deny the use of trust funds to
12 present their petitions and defend against her counterpetition. The parties present
13 substantial authorities and arguments (and other moving papers) relating to attorneys'
14 fees.

15 There is no basis to consider the removal of any trustee except Todd. The two bases
16 to remove Todd are 1) the jury's verdict that Todd breached his fiduciary duties, and 2)
17 this Court's observation that Todd's neutrality is conflicted by his own interests and
18 animus towards Wendy. This Court concludes removal would be unjust and
19 incommensurate for several reasons: 1) Todd is Sam's designated and preferred trustee, 2)
20 other trustees will diffuse Todd's conflicts and reduce the personal contact between Todd
21 and Wendy, 3) the remedy against Todd's breaches and conflicts are made through other
22 orders regarding attorneys' fees, disgorgement of trustee's fees, and inapplicability of the
23 no-contest provisions, 4) Todd's own affairs are inseparable from trust administration and
24 his removal as trustee will not sever him from trust business; he will remain involved in
25 Jaksick family affairs through his ongoing management and ownership of several other
26 related entities, 5) the expenses of removing Todd and educating a successor trustee
27 would be expensive and inefficient, and 6) Wendy's suggestion that a commercial trustee
28 serve as successor trustee for all trustees is neither warranted nor workable.

 However, based upon the jury's verdict that Todd breached his fiduciary duties

1 (and secondarily, this Court's findings about the timing and content of the accountings),
2 this Court grants Wendy's request that Todd disgorge or disclaim all trustee's fees from
3 the inception of his trusteeship through the date when final judgment is entered. The
4 amount disgorged or otherwise forfeited may serve as an offset against the 25% of
5 trustees' attorneys' fees Todd is ordered to pay, as set forth below. This Court confirms
6 trustee fees to all other trustees.

7 There are several requests regarding attorney's fees as a trust expense. This Court's
8 discretionary resolution of the fees requests is bound by all facts of record and influenced
9 by the entirety of the pre-trial, legal, and equitable proceedings (including the settlement
10 agreement between Todd and Stan) and uncertainties created by notarial malfeasance.

11 This Court first orders that Stan Jaksick and Michael Kimmel's attorneys' fees be
12 chargeable to the trust and paid from trust corpus. This Court's decision regarding
13 Wendy and Todd's fees (both as trustee and individually) are more complicated. There
14 are competing facts and legal principles, which this Court analyzes in the aggregate and
15 not in isolation. In particular, the NRCP 68 request cannot be considered narrowly, but
16 instead, must be viewed by a totality of the case proceedings and statutory authorities
17 governing trustees. There are several options before this Court:

- 18 - Order the trust to pay all, some, or none of Wendy's fees
19 because she successfully obtained a verdict that Todd breached
20 his fiduciary duties as trustee.
- 21 - Order the trust to pay all, some, or none of the fees Todd
22 incurred as trustee because, even though he breached his
23 fiduciary duties, he qualitatively and quantitatively prevailed
24 against other claims asserted by Wendy.
- 25 - Order Wendy to pay fees Todd incurred because she brought
26 or maintained her action without reasonable grounds or to
27 harass.
- 28 - Order Wendy to pay fees Todd incurred as trustee of the Issue
Trust because she rejected his \$25,000 offer of judgment.
- Order Wendy to pay fees Todd incurred individually because

1 she rejected his \$25,000 offer of judgment.

- 2 - Discretionarily decline to order Wendy to pay fees pursuant to
3 the offers of judgment.

4 On August 29, 2018, Todd offered Wendy to have judgment entered against him
5 individually in the amount of \$25,000. He also offered Wendy to have judgment entered
6 against him as trustee of the Issue Trust in the amount of \$25,000. The jury did not make
7 any adverse findings against Todd individually, but it concluded Todd breached his
8 fiduciary duties as trustee and awarded \$15,000 to Wendy. With adjustments for interest,
9 the amount Wendy will receive is almost indistinguishable from the \$25,000 Todd offered
10 as trustee. To the extent there is a *de minimis* distinction, the difference is not enough in a
11 dispute that incurred several million dollars of fees and involved tens of millions in
12 controversy.

13 An offer of judgment must be an authentic attempt to settle a dispute. The offer of
14 judgment benefit is not automatically conferred. Instead, this Court must carefully
15 analyze the offer and discretionarily apply it to the unique facts of each case. This Court
16 and counsel are familiar with the American Rule of attorneys' fees and discretionary
17 application of NRCP 68. This Court's discretion exists to encourage parties to convey
18 legitimate offers to resolve their disputes. Of course, judicial discretion is controversial to
19 those who are aggrieved, and it is unpredictable to all.

20 On one side, offers that are appropriate in time and amount will cause the non-
21 offering party to become realistic and engage in genuine risk/benefit analyses. These
22 offers shift a calculated risk as trial approaches. To be an effective mechanism to resolve
23 disputes before trial, they should be in an amount the non-offering party cannot decline in
24 good faith. Defendants who perceive no liability exposure chafe against making time- and
25 amount-appropriate offers because they resent the payment of any money to a party they
26 perceive will not prevail at trial. On the other side, offering parties sometimes make time-
27 and amount-inappropriate offers *they expect to be rejected*. These offers do not facilitate
28 settlement--they are strategic devices to shift the risk of fees by offering illusory

1 consideration to end litigation.

2 This Court's discretion is guided by the unique facts and procedural history of this
3 case. This Court analyzes the Beattie factors as follows:

4 *Whether Wendy's claims were brought in good faith?* Wendy believed in good faith that
5 she suffered damages from Todd's individual and fiduciary misconduct. She trusted the
6 court system and exercised her constitutional right to jury trial. This Court concludes that
7 Wendy's claims against Todd as trustee of the Issue Trust were brought in good faith.
8 Wendy's concerns are countenanced, in large part, by the questions raised by the
9 accountings, Stan's separate allegations against Todd, document anomalies, and the optics
10 of Todd's disproportionate benefit from Sam's business and trust affairs. The good-faith
11 nature of Wendy's claims against Todd individually are more difficult to discern. In the
12 final analysis, Wendy had some cause to initiate the claims against Todd individually, but
13 as discovery progressed, Wendy's cause to pursue Todd individually diminished. This
14 factor weighs slightly in Wendy's favor regarding the Issue Trust offer of judgment and is
15 neutral regarding Todd's individual offer of judgment.¹⁰

16 *Whether Todd's offers were reasonable and in good faith in both timing and amount?* This
17 Court has wrestled with the question of whether the offers of judgment were brought in
18 good faith in both timing and amount. These offers of judgment were made six months
19 after Wendy filed her amended counter-petition, when discovery was still in its infancy.
20 This Court concludes the amounts offered were neither good faith/reasonable nor
21 strategic bad faith/unreasonable. They fall within the continuum between those two
22 categories. Todd knew, or should have known, the fees incurred through continuing
23 litigation alone would substantially overshadow the offered amounts. Todd knew, or
24 should have known, that Wendy would never accept \$25,000 to resolve her claims against
25 him as trustee of the Issue Trust.

26 However, Todd also had cause to believe he would prevail at trial, a fact now
27

28 ¹⁰ Because this Court finds Wendy brought her claims in good faith, this Court concludes fees under NRS
18.010(2)(b) are not warranted.

1 proven with respect to the claims against him individually. Todd's subjective belief about
2 the strength of his position is legally relevant. "[W]here the offeror has a reasonable basis
3 to believe that exposure to liability is minimal, a nominal offer is appropriate." Arrowood
4 Indem. Co. v. Acosta, Inc., 58 So. 3d 286, 289 (Fla. Dist. Ct. App. 2011) (discussing the good
5 faith prong of an offer of judgment from a Florida statute analogous to NRCP 68). At the
6 time Todd made his individual offer, Wendy had been unable to present coherent facts
7 underlying her claims against him personally. He therefore had reason to believe
8 Wendy's claims against him individually were weak or lacked merit. See Beach, 958 F.
9 Supp. at 1171 (holding defendant's offer was reasonable even though plaintiff's alleged
10 damages exceeded the offer's amount "given the weaknesses defendant perceived in
11 plaintiff's case."); see also Scott-Hop v. Bassek, Nos. 60501, 61943, 2014 WL 859181 at *6
12 (Feb. 28, 2014) (holding reasonable an offer of \$25,000 even though plaintiff's alleged
13 medical expenses were over \$150,000 because of the uncertainty of plaintiff's case and
14 defendant's summary judgment motion); Max Bear Productions, Ltd. v. Riverwood
15 Partners, LLC, No. 3:09-CV-00512-RCJ-RAM, 2012 WL 5944767 (D. Nev. Nov. 26, 2012)
16 ("The token \$1,000 offer may appear to have been made simply for the procedural purpose
17 of preserving rights to fees . . . should Defendant win a judgment. However, the
18 weaknesses of Plaintiff's case made this token offer reasonable."); Arrowood, 58 So. 3d at
19 289-90 (holding a court is required to consider an offeror's subjective belief that an offer is
20 reasonable and not just objective factors).

21 This Court concludes the second factor to consider is neutral regarding the Issue
22 Trust and does not inure to any party's favor or disfavor. Todd hoped he would prevail at
23 trial, but given the financial and documentary complexity, discovery delays and disputes
24 (including Todd's continued depositions long after the offers of judgment were made), the
25 untimely accountings, incomplete discovery, and the amounts in controversy, the offer
26 does not appear to be made with the good-faith intention of settling Wendy's claims. In
27 contrast, Todd's offer to settle Wendy's claims against him individually for the payment of
28 \$25,000 appears more reflective of the circumstances and was made with a good-faith

1 intention to settle the claims. Thus, this factor favors Todd individually.

2 *Whether Wendy's decision to reject the offer and proceed to trial was grossly unreasonable*
3 *or in bad faith?* Wendy's decision to reject Todd's offer as trustee of the Issue Trust was not
4 grossly unreasonable or in bad faith. The offer arrived early in discovery. Wendy had
5 incurred substantially more in fees than the offered amount and she was entitled to
6 examine her legal position after discovery was received. In contrast, her decision to reject
7 Todd's individual offer is less reasonable, yet this Court cannot conclude her rejection was
8 grossly unreasonable or made in bad faith. Her decision was simply unwise in retrospect
9 and she cannot now be relieved of its consequences. This third factor weighs in favor of
10 Wendy regarding the Issue Trust and is neutral regarding Todd's personal liability.

11 *Whether the fees sought are reasonable and justified in amount?* Todd's individual and
12 trustee attorneys are experienced in law and trial. They have exemplary records of service
13 in our legal community and they obtained a positive outcome for their clients. After
14 considering each of the Brunzell factors, this Court finds the fees sought by Todd
15 individually from the date of the offer are reasonable in light of his experienced and
16 effective attorneys, duration and scope of litigation, and the result obtained. However,
17 the aggregate fees this Court expects Todd to seek as trustee of the Issue Trust are not
18 justified when the offered \$25,000 is compared to the jury verdict. Shifting substantial
19 attorneys' fees to Wendy is unjustified in this instance. Regarding Todd's individual fees,
20 the amounts are reasonable and justified when charged against Wendy. This factor is
21 neutral with respect to the Issue Trustee offer and favors Todd with respect to his
22 individual offer of judgment.

23 For these reasons, this Court orders as follows:

- 24 a. The trusts shall pay 100% of the fees incurred by their attorneys in
25 representation of the trustees. However, Todd shall reimburse the
26 trusts from his personal resources for 25% of the amount paid because
27 the jury determined he breached his fiduciary duties. Provided,
28 however, Todd is entitled to reduce this 25% personal obligation by

1 the amount of trustee's fees he is ordered to disgorge.

- 2 b. Wendy is *not* required to pay fees Todd incurred as trustee because
3 she rejected the \$25,000 offer of judgment.
- 4 c. Wendy *shall* pay 100% of fees Todd incurred individually from the
5 date the offer of judgment was made. Provided, however, Todd shall
6 be Wendy's judgment creditor and have no greater access to payment
7 than any other judgment creditor. Todd may attach or anticipate
8 Wendy's distributive share only if there are no spendthrift provisions
9 within the trust instruments that prohibit such creditor collection
10 efforts. If such spendthrift provisions exist, distributions shall be
11 made to Wendy and Todd may seek collection efforts against Wendy
12 personally, subsequent to the distribution. The trustees (including
13 Todd) shall carefully measure Todd's rights as an individual
14 judgment creditor with their fiduciary duties owed to Wendy as a
15 beneficiary.
- 16 d. The Trusts shall pay a combined attorneys' fee of \$300,000 to Wendy's
17 attorneys for prevailing in the claim against Todd for breach of
18 fiduciary duties. This payment shall be made directly to Wendy's
19 attorneys without Wendy's signatory participation as a client or trust
20 beneficiary.
- 21 e. All fees ordered shall be treated as general trust administration
22 expenses and not allocated to any beneficiary's distributive share.
- 23 f. Todd is not required to indemnify the trust for the \$300,000 payable to
24 Wendy's attorneys because he is already ordered to pay 25% of the
25 aggregate fees incurred in representation of the trustees.
- 26 g. The request for oral arguments is denied.

27 **Other Issues**

- 28 1. *Second supplement to first amended counterpetition*

1 On May 9, 2019 (after the legal phase of trial but before the equitable trial), Wendy
2 filed a Second Supplement to her First Amended Counterpetition in which she continued
3 her theme about untimely accountings. Wendy asks this Court to consider the new fact
4 allegation the Family Trust co-trustees failed to prepare and deliver accountings for the
5 Family Trust and Wendy Subtrust for the period from January 1, 2018, to December 31,
6 2018. She requests the production and delivery of these accountings and asks that the
7 trustees be sanctioned. The trustees (including Todd and Stan individually) moved to
8 strike Wendy's supplement because it was filed after the August 2, 2018, deadline to file
9 motions to amend pleadings and violated NRCP 15(d).¹¹ The 2018 accountings were
10 provided to Wendy in early July, 2019, thus rendering Wendy's request to compel moot.

11 It appears the accountings were untimely and this Court agrees Wendy could not
12 have filed the supplement until after the deadline for providing the 2018 accountings had
13 passed. However, the 2018 accountings are not part of the underlying litigation. This
14 Court declines Wendy's invitation to enlarge this litigation to satisfy judicial economy.
15 This litigation is bounded by the pleadings and cannot remain an open receptacle to
16 receive real-time allegations of inappropriate trust administration. The supplement is
17 stricken as beyond the scope of claims before this Court. Wendy may file a separate action
18 challenging the timing and content of the 2018 accountings if she is so inclined. This Court
19 neither encourages nor discourages such litigation.

20 2. *The Lake Tahoe property*

21 Though not placed within a certain claim for relief within her pleadings, Wendy
22 asks this Court to rescind all transactions involving the Lake Tahoe home and restore title
23 to the SSJ LLC, which was 100% owned by the Family Trust. Wendy continues to
24 overwhelm this Court with repetitive and lengthy arguments about the option
25 agreements, forgery, fraud, fiduciary duties, unjust enrichment, trustor intentions,
26 consideration, etc. All of Wendy's arguments were presented to the jury and rejected in
27

28 ¹¹ Stan filed an additional Motion to Dismiss or Motion to Strike, arguing Wendy's supplement alleged a new claim for breach of fiduciary duty that has not been discovered. Todd joined in Stan's motion.

1 the jury's verdict. This Court will not enter any order granting relief to Wendy regarding
2 the Lake Tahoe home.

3 3. *Future distributions*

4 On July 23, 2019, Wendy filed an Emergency Motion to Compel Distribution from
5 the Family Trust. She alleged she was being evicted from her home in Texas and needed
6 money to relocate to either Arizona or Reno. Wendy asked this Court to order the trustees
7 of the Family Trust to distribute \$6,000 for a deposit on a new apartment and \$5,000 per
8 month for living expenses. Wendy further asks this Court to advise the trustees regarding
9 the schedule of other distributions for living expenses. Wendy's motion is denied. This
10 Court will not supervise trust administration on an ongoing basis. It will not provide
11 advisory guidance or otherwise order the trustees regarding administration and
12 distributions. Instead, it will adjudicate disputes through normal judicial processes.
13 Wendy may initiate separate litigation if she is so inclined.

14 4. *Costs.*

15 Todd Jaksick as an individual, Duck Lake Ranch, LLC, and Incline TSS, are the
16 prevailing parties entitled to statutory and reasonable costs. All other parties may file cost
17 memoranda as authorized by law.

18 **Conclusions**

19 1. This Court does not confirm the accountings. However, the substance of the
20 accountings were presented to the jury and fall within the jury's verdict. Thus, this Court
21 will not allow additional litigation as to any accounting that formed the basis for Wendy's
22 legal claims. All future accountings shall be timely and formulated to provide the
23 beneficiaries with adequate notice of values, transactions, and other acts of trust
24 administration. The trustees are authorized to pay, at Wendy's request, a portion of
25 Wendy's distributive shares to Wendy's designated financial professional who will assist
26 her to understand the accountings and interact with the trustees.

27 2. This Court does not confirm the ACPAs or indemnification agreements.
28 However, the substance of the ACPAs and indemnification agreements were presented to

1 the jury and fall within the jury's verdict. This Court will not allow additional litigation as
2 to any of the ACPAs and indemnification agreements that formed the basis for Wendy's
3 legal claims.

4 3. The trustees' request to impose no-contest penalties against Wendy is
5 denied.

6 4. Wendy's claims for unjust enrichment and constructive trust are denied.

7 5. Todd is confirmed as trustee of Issue Trust and co-trustee of Family Trust.
8 All other trustees are also confirmed.

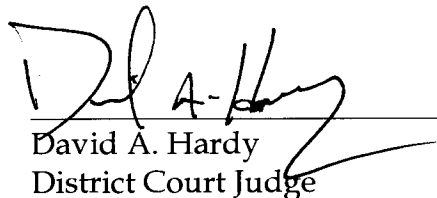
9 6. Todd shall disgorge all trustee fees he received or otherwise earned, subject
10 to the fees award provisions.

11 7. This Court anticipates the parties will seek clarification and other relief
12 through additional motion work. The attorneys' fees provisions in this order reflect the
13 entirety of this Court's intentions regarding fees. This order also reflects the entirety of
14 this Court's intentions regarding all other pending matters.

15 8. Todd and the trustees may submit a proposed judgment consistent with the
16 jury's verdict and this order on equitable claims.

17 **IT IS SO ORDERED.**

18 Dated: March 12, 2020.

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21 
22 David A. Hardy
23 District Court Judge
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28

ORIGINAL

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

WENDY JAKSICK,

Petitioner,

CASE NO.: PR17-00445

v.

DEPT. NO.: 15

TODD B. JAKSICK, Individually, as Co-
Trustee of the Samuel S. Jaksick Jr.
Family Trust, and as Trustee of the
SSJ's Issue Trust; MICHAEL S. KIMMEL,
Individually and as Co-Trustee of the
Samuel S. Jaksick Jr. Family Trust;
STANLEY S. JAKSICK, Individually and as
Co-Trustee of the Samuel S. Jaksick Jr.
Family Trust; KEVIN RILEY,
Individually, as Former Trustee of the
Samuel S. Jaksick Jr. Family Trust, and
as Trustee of the Wendy A. Jaksick 2012
BHC Family Trust, INCLINE TSS, LTD.;
DUCK LAKE RANCH, LLC; SAMMY SUPERCUB
LLC, SERIES A,

CASE NO.: PR17-00446

DEPT. NO.: 15

VERDICT

Respondents.

/ / /

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1 We, the jury, duly impaneled in the above-entitled action,
2 find that Petitioner, Wendy Jaksick, has proven her **breach of**
3 **fiduciary duty claim**, by a preponderance of evidence, against:

4 (Please circle only one for each line item)

5 KEVIN RILEY (as Co-Trustee of Family Trust)	YES	<input checked="" type="radio"/> NO
6 STAN JAKSICK (as Co-Trustee of Family Trust)	YES	<input checked="" type="radio"/> NO
7 TODD JAKSICK (as Co-Trustee of Family Trust)	<input checked="" type="radio"/> YES	NO
8 MICHAEL KIMMEL (as Co-Trustee of Family Trust)	YES	<input checked="" type="radio"/> NO
9 KEVIN RILEY (as Trustee of BHC Trust)	YES	<input checked="" type="radio"/> NO
10 TODD JAKSICK (as Trustee of Issue Trust)	<input checked="" type="radio"/> YES	NO

11 We, the jury, duly impaneled in the above-entitled action,
12 find that Petitioner, Wendy Jaksick, has proven her **civil**
13 **conspiracy and aiding and abetting claim**, by preponderance of
14 evidence, against:

15 (Please circle only one for each line item)

16 KEVIN RILEY (as Co-Trustee of Family Trust)	YES	<input checked="" type="radio"/> NO
17 KEVIN RILEY (individually)	YES	<input checked="" type="radio"/> NO
18 KEVIN RILEY (as Trustee of BHC Trust)	YES	<input checked="" type="radio"/> NO
19 STAN JAKSICK (as Co-Trustee of Family Trust)	YES	<input checked="" type="radio"/> NO
20 TODD JAKSICK (as Co-Trustee of Family Trust)	YES	<input checked="" type="radio"/> NO
21 TODD JAKSICK (individually)	YES	<input checked="" type="radio"/> NO
22 TODD JAKSICK (as Trustee of Issue Trust)	YES	<input checked="" type="radio"/> NO
23 MICHAEL KIMMEL (as Co-Trustee of Family Trust)	YES	<input checked="" type="radio"/> NO
24 MICHAEL KIMMEL (individually)	YES	<input checked="" type="radio"/> NO

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26 / / /

1 We, the jury, duly impaneled in the above-entitled action,
2 find that Petitioner, Wendy Jaksick, has proven her **aiding and**
3 **abetting breach of fiduciary duty claim**, by a preponderance of
4 evidence, against:

5 (Please circle only one for each line item)

6 KEVIN RILEY (as Co-Trustee of Family Trust)	YES	<input checked="" type="radio"/> NO
7 KEVIN RILEY (individually)	YES	<input checked="" type="radio"/> NO
8 KEVIN RILEY (as Trustee of BHC Trust)	YES	<input checked="" type="radio"/> NO
9 STAN JAKSICK (as Co-Trustee of Family Trust)	YES	<input checked="" type="radio"/> NO
10 TODD JAKSICK (as Co-Trustee of Family Trust)	YES	<input checked="" type="radio"/> NO
11 TODD JAKSICK (individually)	YES	<input checked="" type="radio"/> NO
12 TODD JAKSICK (as Trustee of Issue Trust)	YES	<input checked="" type="radio"/> NO
13 MICHAEL KIMMEL (as Co-Trustee of Family Trust)	YES	<input checked="" type="radio"/> NO
14 MICHAEL KIMMEL (individually)	YES	<input checked="" type="radio"/> NO

15 We, the jury, duly impaneled in the above-entitled action,
16 find that Petitioner, Wendy Jaksick, has proven her **fraud claim**
17 by clear and convincing evidence, against:

18 (Please circle only one for each line item)

19 TODD JAKSICK (as Co-Trustee of Family Trust)	YES	<input checked="" type="radio"/> NO
20 TODD JAKSICK (individually)	YES	<input checked="" type="radio"/> NO
21 TODD JAKSICK (as Trustee of Issue Trust)	YES	<input checked="" type="radio"/> NO

22
23 (If you circled "yes" to **ANY** of the above claim(s) correlating
24 to **ANY** respondent then proceed to and answer Questions 1 AND 2.
25 If you answered "no" to **ALL** of the above then skip Questions 1
26 AND 2 and sign and date verdict form.)

27 / / /

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1. We, the jury, duly impaneled in the above-entitled action, having found in favor of Petitioner, Wendy Jaksick, on one or more of her claims against one or more of the Respondents, find that she has proven by a preponderance of evidence the amount of her damages, assess her damages to be \$ 15,000.⁰⁰

2. Has Wendy Jaksick established by clear and convincing evidence that any of the Respondents acted with fraud, oppression, or malice?

(Please circle only one for each line item)

KEVIN RILEY YES NO

STAN JAKSICK YES NO

TODD JAKSICK YES NO

MICHAEL KIMMEL YES NO

DATED this 4 day of March, 2019.

Quinn Sedler
FOREPERSON

CODE: 2535

Adam Hosmer-Henner, Esq. (NSBN 12779)

MCDONALD CARANO

100 West Liberty Street, 10th Floor

Reno, Nevada 89501

Telephone: (775) 788-2000

ahosmerhenner@mcdonaldcarano.com

Attorneys for Stanley Jaksick,

Co-Trustee of the Family Trust

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

* * * * *

In the Matter of the Administration of the

SSJ ISSUE TRUST,

CASE NO.: PR17-00445

DEPT. NO.: 15

CASE NO.: PR17-00446

DEPT. NO.: 15

In the Matter of the Administration of the

SAMUEL S. JAKSICK, JR. FAMILY TRUST,

WENDY JAKSICK,

Respondent and Counter Petitioner,

v.

TODD B. JAKSICK, Individually, as Co-Trustee
of the Samuel S. Jaksick, Jr. Family Trust, and as
Trustee of the SSJ's Issue Trust, MICHAEL S.
KIMMEL, Individually and as Co-Trustee of the
Samuel S. Jaksick, Jr. Family Trust, and
STANLEY S. JAKSICK, Individually and as Co-
Trustee of the Samuel S. Jaksick, Jr. Family
Trust, Kevin Riley, Individually and as former
Trustee of the Samuel S. Jaksick, Jr. Family Trust
and Trustee of the Wendy A. Jaksick 2012 BHC
Family Trust,

Petitioners and Counter-Respondents.

STANLEY JAKSICK,

Respondent and Counter-Petitioner,

v.

TODD B. JAKSICK, Individually and as Co-
Trustee of the Samuel S. Jaksick, Jr. Family
Trust.

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1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I hereby certify that I am an employee of McDONALD
3 CARANO and that on April 1, 2020, I served the foregoing on the parties in said case by
4 electronically filing via the Court's e-filing system. The participants in this case are registered e-
5 filing users and notice of filing will be served on all parties by operation of the Court's CM/ECF
6 system, and parties may access this filing through the Court's CM/ECF system.

7 Donald Lattin, Esq.
8 Robert LeGoy, Esq.
9 Brian C. McQuaid, Esq.
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Reno, NV 89502

14 R. Kevin Spencer, Esq.
15 Zachary E. Johnson, Esq.
16 Brendan P. Harvell, Esq.
17 Spencer Law, P.C.
18 500 N. Akard St., Suite 2150
19 Dallas, TX 75201

20 I declare under penalty of perjury that the foregoing is true and correct.

21 DATED: April 1, 2020.

22 By /s/ Jill Nelson
23 An Employee of McDonald Carano
24
25
26
27
28

1845

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

In the Matter of the:

SSJ's ISSUE TRUST.

CASE NO.: PR17-00445

DEPT. NO.: 15

In the Matter of the:

SAMUEL S. JAKSICK, JR., FAMILY
TRUST.

CASE NO.: PR17-00446

DEPT. NO.: 15

WENDY JAKSICK,

Respondent and Counter-Petitioner,

v.

TODD B. JAKSICK, Individually, as Co-
Trustee of the Samuel S. Jaksick Jr. Family
Trust, and as Trustee of the SSJ's Issue Trust;
MICHAEL S. KIMMEL, Individually and as
Co-Trustee of the Samuel S. Jaksick Jr. Family
Trust; STANLEY S. JAKSICK, Individually
and as Co-Trustee of the Samuel S. Jaksick Jr.
Family Trust; KEVIN RILEY, Individually, as
Former Trustee of the Samuel S. Jaksick Jr.
Family Trust, and as Trustee of the Wendy A.
Jaksick 2012 BHC Family Trust, INCLINE
TSS, LTD.; and DUCK LAKE RANCH, LLC;

Petitioners and Counter-Respondents.

**JUDGMENT ON JURY VERDICT AND
COURT ORDER ON EQUITABLE
CLAIMS**

A. JUDGMENT ON JURY VERDICT

This matter was tried to a jury from February 14, 2019 to and including March 4, 2019.
The jury found in favor of Todd Jaksick, individually, Stanley Jaksick, individually and as Co-

1 Trustee of the Samuel S. Jaksick, Jr., Family Trust, Michael Kimmel, individually and as Co-
2 Trustee of the Samuel S. Jaksick, Jr., Family Trust and Kevin Riley, individually and as Co-
3 Trustee of the Samuel S. Jaksick, Jr., Family Trust and Trustee of the BHC Trust and against
4 Counter-Petitioner Wendy Jaksick on all claims and defenses. The jury found in favor of Counter-
5 Petitioner Wendy Jaksick against Todd Jaksick, as Co-Trustee of the Samuel S. Jaksick, Jr.,
6 Family Trust and as Trustee of the SSJ's Issue Trust on her breach of fiduciary duty claim and
7 assessed damages in the total amount of \$15,000. The jury found in favor of Todd Jaksick, as Co-
8 Trustee of the Samuel S. Jaksick, Jr., Family Trust and as Trustee of the SSJ's Issue Trust, on all
9 of Wendy Jaksick's other claims tried to the jury. The Jury Verdict is attached hereto and made a
10 part hereof.

11 Accordingly, judgment is entered as follows:

12 1. In favor of Todd Jaksick, individually, Stanley Jaksick, individually and as Co-
13 Trustee of the Samuel S. Jaksick, Jr., Family Trust, Michael Kimmel, individually and as Co-
14 Trustee of the Samuel S. Jaksick, Jr., Family Trust and Kevin Riley, individually and as Co-
15 Trustee of the Samuel S. Jaksick, Jr., Family Trust and Trustee of the BHC Trust against Counter-
16 Petitioner Wendy Jaksick on all of the claims and defenses tried to the jury. As required by NRS
17 18.110, these prevailing parties shall file their Memoranda of Costs within five days from notice
18 of entry of this Judgment on Jury Verdict.

19 2. In favor of Wendy Jaksick against Todd Jaksick as Co-Trustee of the Samuel S.
20 Jaksick, Jr., Family Trust and as Trustee of the SSJ's Issue Trust on Wendy Jaksick's breach of
21 fiduciary duty claims. The Jury's Verdict in favor of Counter-Petitioner Wendy Jaksick in the
22 amount of \$15,000 is *de minimis* in light of her request for damages of \$80,000,000 and in light of
23 her failure to prevail on fraud, conspiracy and aiding and abetting. She is, therefore, not a
24 prevailing party and not entitled to recover costs under NRS 18.050 and NRS 18.110. Counter-
25 Petitioner Wendy Jaksick failed to obtain a judgment in excess of the Offers of Judgment served
26 by Todd Jaksick, as an individual, and is therefore not entitled to recover costs pursuant to NRCP
27 68. Counter-Petitioner Wendy Jaksick's judgment against Todd Jaksick, as Co-Trustee of the
28 Samuel S. Jaksick, Jr., Family Trust and as Trustee of the SSJ's Issue Trust, is for the total amount

1 of \$15,000, together with prejudgment interest from the date of her Counter-Petition (January 19,
2 2018) to the date of the Offer of Judgment (August 29, 2018) served by Todd Jaksick, in his
3 individual capacity, in the amount of \$605.34, for a total judgment of \$15,605.34. This judgment
4 shall accrue interest at judgment rate until paid in full.

5 3. All claims asserted by Counter-Petitioner Wendy Jaksick in her Counter-Petition
6 and Amended Counter-Petition and tried to the jury are dismissed with prejudice.

7 4. In favor of Duck Lake Ranch, LLC, and Incline TSS, Ltd. against Counter-
8 Petitioner Wendy Jaksick. The Court dismissed Counter-Petitioner's claims against these entities
9 and pursuant to NRS 18.110, these entities shall file their Memoranda of Costs within five days of
10 notice of entry of this judgment.

11 **B. JUDGMENT ON EQUITABLE CLAIMS**

12 On May 13, 2019, the Court began a bench trial to resolve Wendy Jaksick's equitable
13 claims. The parties stipulated to submit written closing trial briefs and replies. Having considered
14 all briefs, evidence admitted during the jury trial and evidence submitted in support of the parties'
15 positions on the equitable claims, the Court entered its *Order After Equitable Trial* on March 12,
16 2020. The Order is attached hereto, made a part hereof, and is incorporated herein. The terms,
17 provisions, findings and conclusions set forth in its *Order After Equitable Trial* are incorporated
18 herein as the Court's Findings of Fact and Conclusions of Law pursuant to Rule 52(a) of the
19 Nevada Rules of Civil Procedure.

20 Judgment is hereby entered as follows:

21 1. Against Counter-Petitioner Wendy Jaksick on all of her equitable claims and is
22 entered in favor of Todd Jaksick, as an individual, Stanley Jaksick, as an individual and Co-
23 Trustee of the Samuel S. Jaksick, Jr., Family Trust, Michael Kimmel, as an individual and Co-
24 Trustee of the Samuel S. Jaksick, Jr., Family Trust, Kevin Riley, individually, Kevin Riley, as Co-
25 Trustee of the Samuel S. Jaksick, Jr., Family Trust, Kevin Riley, as Trustee of the BHC Trust,
26 Duck Lake Ranch, LLC, and Incline TSS, Ltd. These prevailing parties shall file their
27 Memoranda of Costs pursuant to NRS 18.110 within five days of the notice of entry of this
28 judgment.

1 2. In favor of Counter-Petitioner Wendy Jaksick's counsel of record in the amount of
2 \$300,000 to be paid by the Samuel S. Jaksick, Jr., Family Trust and the SSJ's Issue Trust.

3 3. In favor of the Samuel S. Jaksick, Jr., Family Trust and SSJ's Issue Trust against
4 Todd Jaksick, as Co-Trustee of the Samuel S. Jaksick, Jr., Family Trust in an amount equal to
5 25% of the attorneys' fees paid by the Samuel S. Jaksick, Jr., Family Trust and SSJ's Issue Trust
6 for legal services rendered on behalf of the Co-Trustees of the Samuel S. Jaksick, Jr., Family Trust
7 and Trustee for the SSJ's Issue Trust. Todd Jaksick's obligation to satisfy this judgment requires
8 payment of the amount determined from his personal funds. Counsel for the Trustees and Trustee
9 shall submit verified Memoranda of Fees paid within twenty-one days of notice of entry of this
10 judgment.

11 4. On March 13, 2019, Todd Jaksick, in his individual capacity, filed a Motion for
12 Order Awarding Costs and Attorneys' Fees for Todd Jaksick, individually, Duck Lake Ranch,
13 LLC and Incline TSS, Ltd. For the reasons stated in the Court's March 12, 2020 *Order After*
14 *Equitable Trial*, Todd Jaksick's Motion for Order Awarding Costs and Attorneys' Fees was
15 granted, subject to section (c) on page 22 of the Court's *Order After Equitable Trial*. Accordingly,
16 judgment is hereby entered in favor of Todd Jaksick, individually, against Counter-Petitioner
17 Wendy Jaksick in the amount of \$436,331 for attorneys' fees and \$68,834.07 in costs, for a total
18 judgment in favor of Todd Jaksick against Counter-Petitioner Wendy Jaksick of \$505,165.07,
19 which amount shall accrue interest from the date hereof at the legal rate.

20 5. In favor of the SSJ's Issue Trust and Incline TSS, Ltd., confirming title to the Lake
21 Tahoe house is to remain in the name of Incline TSS, Ltd., and against Wendy Jaksick regarding
22 claims to disrupt or change the title to the Lake Tahoe home.

23 6. In favor of the Samuel S. Jaksick, Jr., Family Trust against Counter-Petitioner
24 Wendy Jaksick denying her July 23, 2019 Emergency Motion to Compel Distribution from the
25 Samuel S. Jaksick, Jr., Family Trust.

26 7. In favor of Counter-Respondents, consistent with the Jury's Verdict on the ACPAs
27 and Indemnification Agreements.
28

1 8. Against Counter-Petitioner Wendy Jaksick and in favor of Todd Jaksick,
2 individually and as Co-Trustee of the Samuel S. Jaksick, Jr., Family Trust, Stanley Jaksick,
3 individually and as Co-Trustee of the Samuel S. Jaksick, Jr., Family Trust, Michael Kimmel,
4 individually and as Co-Trustee of the Samuel S. Jaksick, Jr., Family Trust and Kevin Riley,
5 individually and as Co-Trustee of the Samuel S. Jaksick, Jr., Family Trust and Trustee of the BHC
6 Trust, Duck Lake Ranch, LLC, and Incline TSS, Ltd., on Counter-Petitioner Wendy Jaksick's
7 claims on unjust enrichment and constructive trust.

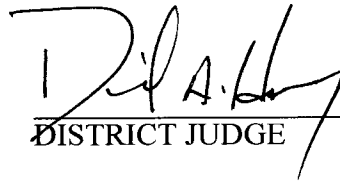
8 9. In favor of Todd Jaksick, as Co-Trustee of the Samuel S. Jaksick, Jr., Family Trust
9 and as Trustee of the SSJ's Issue Trust, and against Counter-Petitioner Wendy Jaksick confirming
10 Todd Jaksick, as Trustee of the SSJ's Issue Trust and Co-Trustee of the Samuel S. Jaksick, Jr.,
11 Family Trust. Michael Kimmel and Stanley Jaksick are also confirmed as Co-Trustees of the
12 Samuel S. Jaksick, Jr., Family Trust.

13 10. In favor of the Samuel S. Jaksick, Jr., Family Trust and the SSJ's Issue Trust
14 against Todd Jaksick, as Co-Trustee of the Samuel S. Jaksick, Jr., Family Trust and Trustee of the
15 SSJ's Issue Trust, for all Trustee's fees paid to Todd Jaksick. Todd Jaksick is hereby required to
16 disgorge all Trustee's fees paid to him, and payment thereof will constitute a setoff against any
17 amounts he must pay as and for 25% of the attorneys' fees paid to the Trustees' counsel of record.

18 11. Declaring and decreeing that all fees ordered against Wendy Jaksick shall be
19 treated as a general trust administration expense and are not allocated to any beneficiaries'
20 distributive share. Todd Jaksick may attach or anticipate Wendy's distributive share only if there
21 are no spendthrift provisions within the trust instruments that prohibit such creditor collection
22 efforts. If such spendthrift provisions exist, distributions shall be made to Wendy, and Todd may
23 seek collection efforts against Wendy personally, subsequent to the distribution.

24 IT IS HEREBY ORDERED, DECREED AND ADJUDGED that the foregoing, upon entry
25 and filing in this matter, is an enforceable final judgment and all findings and conclusions of the
26 Court's March 12, 2020 *Order After Equitable Trial* are expressly incorporated herein. This
27 judgment resolves all claims against all parties, and pursuant to Rule 54(b) of the Nevada Rules of
28 Civil Procedure is a final judgment.

DATED this 1st day of April, 2020.


DISTRICT JUDGE

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THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

In the Matter of the Administration of the Case No. PR17-00445
SSJ'S ISSUE TRUST.

_____ /

CONSOLIDATED
In the Matter of the Administration of the Case No. PR17-00446
SAMUEL S. JAKSICK, JR. FAMILY TRUST. Dept. No. 15

_____ /

ORDER AFTER EQUITABLE TRIAL

On August 2, 2017, the trustees of the SSJ's Issue Trust ("Issue Trust") and the Samuel S. Jaksick, Jr. Family Trust ("Family Trust") filed Petitions for Confirmation of Trustee and Admission of Trust to the Jurisdiction of the Court, and for Approval of Accountings and Other Trust Administration Matters.¹ October 10, 2017, Wendy Jaksick filed an Opposition and Objection to the Petition. On January 19, 2018, Wendy filed a Counterpetition to Surcharge Trustees for Breach of Fiduciary Duties, for Removal of Trustees and Appointment of Independent Trustee(s), and for Declaratory Judgment and Other Relief, which was subsequently amended on February 23, 2018. Family Trust co-trustee Stan Jaksick filed an Objection to Approval of Accountings and Other Trust Administration Matters on October 10, 2017. Todd Jaksick, as trustee of the Issue Trust

¹ Family Trust co-trustee Stan Jaksick did not join in the petitions.

1 and co-trustee of the Family Trust, and Michael Kimmel as co-trustee of the Family Trust,
2 are represented by Donald Lattin and Carolyn Renner. Todd is represented in his
3 individual capacity by Kent Robison. Mr. Robison also represents Duck Lake Ranch, LLC,
4 Incline TSS, Ltd., and Sammy Supercub, LLC. Stanley Jaksick, as co-trustee of the Family
5 Trust, is represented by Adam Hosmer-Henner and Philip Kreitlein. Wendy is
6 represented by Mark Connot and Kevin Spencer.

7 1. This Court presided over a jury trial on legal claims between February 14,
8 2019, and March 4, 2019. The jury concluded Todd breached his fiduciary duty as trustee
9 and awarded damages of \$15,000. The jury found no other trustee breached any fiduciary
10 duty. In addition, the jury found Wendy had not proven her claims for 1) civil conspiracy
11 and aiding and abetting, 2) aiding and abetting breach of fiduciary duty, or 3) fraud
12 against any counter-respondent whether individually or as trustee. The jury did not find
13 any counter-respondent acted with fraud, oppression, or malice.

14 2. On May 13, 2019, this Court began a bench trial to resolve the remaining
15 equitable claims. By stipulation, the parties submitted written closing trial statements and
16 replies. This Court authorized supplemental briefing on a narrow issue related to Exhibit
17 561. This Court has considered all briefs and evidence admitted during the equitable trial
18 (including many exhibits previously admitted at jury trial).² This Court is aware that
19 disagreements continue and Wendy alleges ongoing breaches of fiduciary duties, as
20 illustrated by the moving papers relating to post-trial costs, the 2018 annual accountings,
21 and distribution guidance. It now finds and orders as follows:

22 General Findings

23 1. As a factfinder, this Court is authorized to consider its everyday common
24 sense and judgment, and determine what inferences may be properly drawn from direct
25 and circumstantial evidence. See Lewis v. Sea Ray Boats, Inc., 119 Nev. 100, 105, 65 P.3d

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27 ² On May 13, 2019, the parties stipulated into evidence many exhibits previously admitted during the jury
28 trial. Wendy also offered new evidence during the equitable phase of trial. A list of all documentary
evidence admitted on equitable issues is contained in this Court's Order Addressing Evidence at Equitable
Trial, dated May 20, 2019. This Court has not considered unadmitted documentary evidence. However, this
Court has considered deposition testimony properly part of the trial record pursuant to NRCP 32.

1 245, 248 (2003); Nev. 1GI.5 (2011); Nev. 2EV.3 (2011); Nev. J.I. 1.05 (1986).

2 2. The facts presented in support of the equitable claims inextricably overlap
3 with the legal claims presented to the jury. Despite how the claims are pled, Wendy is
4 attempting to retry her case to obtain a second review of similar facts and an outcome
5 different from the jury verdict.³ This Court may or may not have reached the same
6 decision as the jury. Regardless, it has no authority to dilute or otherwise modify the
7 jury's verdict.

8 3. The file materials compose more than 17,000 pages. There were more than
9 300 separate pleadings, motions, oppositions, replies, joinders, and other substantive
10 papers filed in this proceeding. The parties produced tens of thousands of documents
11 before trial and marked 677 exhibits for the two trials, of which 227 were admitted. The
12 substantive papers (with exhibits and transcripts) filed since the jury's verdict compose
13 more than 4,000 pages. This Court has read and re-read the pending moving papers, to
14 include exhibits and transcripts. It has analyzed every argument presented and carefully
15 studied the cited authorities. It cannot synthesize the competing moving papers, exhibits,
16 and arguments into a single coherent order. It cannot resolve the arguments in minutia.
17 Therefore, this Court elects to make general findings, which are substantially supported by
18 the evidence of record.

19 4. This Court regrets some of its more direct findings, which it must disclose to
20 support its discretionary resolution of equitable claims.

21 5. Sam Jaksick created substantial wealth during his life but his leveraged
22 estate was compromised by the "great recession" during the last season of his life. Sam's
23 estate is exceedingly complex because he used tens of different corporate entities as
24 holding companies for his wealth. Sam also partnered with non-family business entities.

25 6. Sam had three children: Stan, Wendy, and Todd. Sam loved each of his

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27 ³ On January 3, 2018, Wendy demanded a jury trial on all legal claims. Wendy demanded a jury – at least in
28 part – because she likely suspected a judge's comprehensive, studious examination of all evidence would not
result in the \$80 million compensatory damages and additional punitive damages she asked the jury to
award. This Court honors Wendy's unfettered constitutional right to a jury trial but it will not re-visit the
identical facts to arrive at a different outcome for Wendy.

1 children, despite their different strengths, weaknesses, and personalities. Wendy did not
2 transition well into adulthood and Sam was aware of her inability to provide for herself.
3 Wendy does not understand financial complexities. Sam was more confident in Stan and
4 Todd as he worked with them during his life and designated them to continue
5 participating in his estate and business affairs after his death. Stan's trial participation was
6 not lengthy but he appears to enjoy some financial fluency and business sophistication.
7 Stan also presented as a credible witness and thoughtful sibling. While Todd is most
8 familiar with Sam's business and trust affairs, he is only marginally sophisticated as a
9 trustee. He regularly deferred to the knowledge and expertise of others.⁴ Todd also
10 presented as conflicted by his own interests, influenced by his animus towards Wendy,
11 and confused about his duties as a neutral trustee.

12 7. Sam's estate plan evolved over the years, and its last iteration was influenced
13 by debt, tax avoidance, asset protection, and planning around Stan's divorce. Both Sam
14 and Todd were exposed to personal liabilities on substantial debts Sam had incurred.
15 Some of the estate documents were created in haste because of Sam's heart illness and
16 surgery in December, 2012. (Sam survived his heart illness and tragically died in a water
17 accident in 2013). Some of the 2012-13 estate planning documents are disorganized,
18 internally inconsistent, and complicated by notarial mischief or neglect. This Court was
19 particularly troubled by the notary's abdication of statutory responsibilities, which was an
20 influencing fact in the litigation Wendy pursued. Notaries are given great authority and
21 their actions induce reliance. The notary at issue fell below the statutory standards. This
22 finding alone warrants a substantial financial consequence upon the trust, which this
23 Court includes in its analysis of the no-contest penalty and attorneys' fees requests.

24 8. Todd's participation in Sam's estate beginning in 2012 can be viewed
25 through two opposing lenses: he was either a disconnected participant who yielded to his
26

27 ⁴ This Court understands jury instruction no. 11, which does not alter the fact that Todd struggled under the
28 shadow of his father's business acumen. The dynamic of Todd relying on professionals regarding the
accountings, while the professionals provided accountings with disclaimers and hyphens, created
uncertainty (or at least the appearance of uncertainty) about transactions, values, and who was ultimately
responsible for acts and accountings of trust administration.

1 father's wishes, or he was a subtly strategic participant who enriched himself to the
2 detriment of his siblings. These opposing possibilities are relevant only to understand
3 how this dispute became so bitter. This Court is inclined to find Todd was the former
4 rather than the latter, but regardless, Stan and Wendy had cause to seek answers to
5 questions created by document anomalies, inadequate disclosures, and transactions
6 inuring to Todd's benefit.

7 9. This action began when Stan, Wendy, and Todd were opposed to each other.
8 The dispute was exacerbated by inadequate information and self-interested perspectives.
9 Some of the more personal allegations among siblings reveal a family influenced by
10 misperceptions and individual interests. Wendy was particularly personal in her
11 allegations, the worst of which were harassing, vexatious, and without factual basis. There
12 were at least seven lawyers zealously advocating for their clients, which further
13 entrenched the siblings against each other. The children chose litigation over compromise
14 to work through the complexities of Sam's estate and their disparate financial
15 circumstances. With more effortful disclosures, neutral access to information, and a little
16 sibling patience, they *might* have worked through the messiness of Sam's estate to reach a
17 non-litigation resolution. Instead, the children sued each other, with Todd and Stan
18 settling their dispute just days before the jury trial began. Despite the settlement, this
19 Court is aware of the allegations Stan made against Todd in his deposition and trial
20 testimony. The settlement does not extinguish Stan's pleading allegations and
21 testimony – it merely reflects Todd and Stan's strategic and well-advised decision to
22 compromise their claims before trial. The settlement worked to Wendy's trial detriment,
23 yet she chose trial over settlement and must now accept the consequences of her choice.
24 Stan's allegations and testimony are relevant to contextualize the legal and equitable
25 claims, particularly the request to impose a no-contest penalty and for attorneys' fees
26 under NRS Chapter 18 and NRCP 68.

27 10. Todd and Stan contend they made every effort to avoid litigation but could
28 not persuade Wendy or her attorneys to choose compromise over conflict. This is mostly

1 accurate, as Wendy's litigation position and trial demand were influenced more by animus
2 and avarice than by a desire for balanced justice. In particular, Wendy's \$80 million jury
3 demand revealed her overreach. However, Wendy's litigation zeal does not extinguish
4 her probable cause to seek answers and formulate claims based upon the information she
5 had at the time — the same information that led to Stan's allegations against Todd.

6 11. Throughout trial this Court reflected upon how Sam would respond if he
7 observed his children spending millions of dollars litigating his estate. The parties
8 repeatedly invited this Court to consider Sam's testamentary intentions. Responding to
9 that invitation, this Court has wondered how Sam would react to see his estate
10 disproportionately allocated among his children. There is no way to know how or if Sam
11 would have enlarged Wendy's beneficial interests if he survived the economic recovery.
12 Sam loved Wendy despite her issues, and this Court suspects Sam would have continued
13 his pattern of lifetime largesse in favor of his troubled daughter. But suspicion and
14 speculation are beyond this Court's authority. Death arrives at its own inconvenient time
15 and none can alter its consequences. Wendy is simply without her paternal benefactor and
16 is susceptible to the trustees' actions as governed by documents and transactions Sam
17 approved during his life.

18 12. The trustees' initial petitions were predicated upon accountings that
19 provided inadequate information. The accountings were untimely, and even if technically
20 compliant with the statutes, they failed to provide full and fair notice to Wendy as a
21 beneficiary. This Court acknowledges the trustees attempted to answer Wendy's
22 questions by making their CPA and lawyers available to Wendy, but there is only
23 marginal evidence in the record the trustees invested their own personal efforts to satisfy
24 Wendy's concerns. At some point the trustees' responses became form over function.
25 Todd particularly grew weary of Wendy, which affected his neutral trusteeship, as
26 illustrated by his hope to satisfy Wendy's beneficial interests at a discount that inured to
27 his benefit. In response, Wendy initiated scorched-earth litigation grounded in
28 entitlement and limited self-awareness. This Court cannot now alter the consequences of

1 the trust administration and litigation choices that precede this order.

2 13. Wendy's legal and equitable claims are grounded in the same common facts
3 and are exceedingly difficult to segregate. As this Court reviewed the hundreds of pages
4 of written arguments relating to the equitable claims, it was taken back to the evidence
5 and arguments presented to the jury. Through the misty fog of painfully voluminous
6 allegations and varied claims, the core of Wendy's complaint is that Todd breached his
7 fiduciary duties by self-dealing and failing to disclose information relevant to Wendy as a
8 beneficiary. No matter how Wendy frames or argues her equitable claims, she asks this
9 Court to remedy the identical facts and transactions she placed before the jury. This Court
10 must look to the substance of the claims, not just the labels used in the pleading document.
11 Nev. Power Co. v. District Court, 120 Nev. 948, 960, 102 P.3d 578, 586 (2004).

12 14. The complexity of Sam's estate warranted extraordinary disclosures,
13 explanations, and compliance with discovery rules. There were significant discovery
14 disputes, such that this Court created a schedule for recurring access to the Discovery
15 Commissioner. This Court also ordered the production of disputed discovery. Discovery
16 continued to the very eve of trial and Wendy was still attempting to discern her beneficial
17 interests when trial began.

18 15. There were several sports references and metaphors argued to the jury.
19 Consistent with that theme, Wendy "swung for the fences" when she asked the jury to
20 award \$80 million to her (plus punitive damages), an amount that exceeds the evidentiary
21 value of this estate and would deprive Todd and Stan of any beneficial interests. She now
22 seeks a "mulligan" by re-arguing to this Court what was over-argued to the jury.⁵ The
23 jury found that Todd breached his fiduciary duties but only awarded \$15,000 to Wendy. It
24 found against Wendy on all other claims and against all other counter-respondents. This
25 Court may have been authorized to award additional equitable relief upon the same facts

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27 ⁵ To illustrate, Wendy argued in her omnibus opposition to the cost memoranda filed before the equitable
28 claims trial that "damages may still be awarded, transactions may be set-aside, further breaches of fiduciary
duty may be found, and the ACPAs and other documents may be found fraudulent or invalid, ab initio."
These were all claims and requests rejected by the jury.

1 if the jury found for Wendy on more claims and against more counter-respondents. But
2 constitutional and decisional authorities prevent this Court from entering a subsequent
3 order diluting or altering the jury's verdict.

4 16. Todd asks this Court to contextualize the \$15,000 as a *de minimis* award. This
5 Court will not infuse qualitative meaning into the jury's verdict. To do so would be
6 impermissible speculation. Todd breached his fiduciary duties to Wendy. And Wendy
7 was not awarded the damages she sought. These two facts are integral to this Court's
8 resolution of equitable claims and fees requests.

9 General Legal References

10 1. This Court cannot supplant or alter a jury's verdict by relying upon common
11 facts to reach a different outcome. See generally Lehrer McGovern Bovis, Inc. v. Bullock
12 Insulation, Inc., 124 Nev. 1102, 197 P.3d 1032, 1038 (2008) (discussing special interrogatory
13 verdicts). In Acosta v. City of Costa Mesa, 718 F.3d 800 (9th Cir. 2013), the plaintiff
14 submitted his equitable claim for declaratory relief to the bench after the jury rejected his
15 legal claims. The court held "it would be a violation of the Seventh Amendment right to
16 jury trial for the court to disregard a jury's findings of fact. Thus, in a case where legal
17 claims are tried by a jury and equitable claims are tried by a judge, and the claims are
18 based on the same facts, in deciding the equitable claims, the Seventh Amendment
19 requires the trial judge to follow the jury's implicit or explicit factual determinations." Id.
20 at 828-29 (citations omitted).

21 2. In Sturgis Motorcycle Rally, Inc. v. Rushmore Photo & Gifts, Inc., 908 F.3d
22 313, 343 (8th Cir. 2018), the jury found for the plaintiff on legal intellectual property claims,
23 but the bench subsequently applied the equitable defenses of laches and acquiescence.
24 The appellate court reversed, holding "[t]o bind the district court's equitable powers, a
25 jury's findings must be on an issue 'common' to the action's legal and equitable claims;
26 otherwise, the court is free to treat the jury's findings as 'merely advisory'" Id.
27 Further, "[i]f the jury's findings were on a common issue, the court, in fashioning equitable
28 relief, may take into account facts that were not determined by the jury, but it may not

1 base its decision on factual findings that conflict with the jury's findings." Id. at 344
2 (citations omitted); see also Haynes Trane Serv. Agency, Inc. v. Am. Standard, Inc., 573
3 F.3d 947, 959 (10th Cir. 2009) (noting a court cannot grant equitable relief on facts rejected
4 explicitly or implicitly by a jury verdict); Avitia v. Metro Club of Chicago, Inc., 49 F.3d
5 1219, 1231 (7th Cir. 1995) ("[A] judge who makes equitable determinations in a case in
6 which the plaintiff's legal claims have been tried to a jury is bound by any factual findings
7 made or inescapably implied by the jury's verdict.").

8 3. Among prescribed form and content, an accounting must provide a
9 beneficiary with the ability to evaluate his or her interests. NRS 165.135(3). See also NRS
10 153.041. The cost of preparing an accounting is presumptively borne by the trust. NRS
11 165.1214(5). Unless acting in good faith, a trustee can be personally liable for failing to
12 provide an accounting. NRS 165.148. A beneficiary may petition the court to order a
13 trustee to perform his or her accounting duties. NRS 165.190. This Court may order a
14 trustee's compensation be reduced or forfeited, or enter other civil penalty, when a trustee
15 fails to perform his duties. NRS 165.200.

16 4. The trustees' just and reasonable expenses are presumptively governed by
17 the trust instruments and borne by the trust. However, this Court has authority to review
18 and settle the trustees' expenses and compensation. NRS 153.070. This Court may also
19 reduce a trustee's compensation or order a trustee to pay a beneficiary's reasonable
20 attorneys' fees and costs when the beneficiary compels redress for a breach of trust or
21 compliance with trust terms. NRS 153.031(3). See also In re Estate of Anderson, No.
22 58227, 2012 WL4846488 (Oct. 9, 2012). This Court may order the trust expenses defending
23 against a beneficiary's successful claims be borne by a trustee individually. NRS 18.090.
24 See also Estate of Bowlds, 120 Nev. 990, 1,000, 102 P.3d 593, 600 (2004) (concluding
25 payment of attorney's fees from trust assets only when litigation generally benefits the
26 trust); NRS 153.031(3)(b) (stating if court grants relief to petitioner, it may order trustee to
27 pay fees and costs); RESTATEMENT (THIRD) OF TRUSTS § 100 (2012) (examining denial of
28 compensation to breaching trustee).

1 5. NRS 163.00195 governs no-contest provisions. It begins by emphasizing this
2 Court's duty to enforce no-contest clauses to effectuate a settlor's intent. NRS 163.00195(1).
3 However, the statute then creates a wide exception when it provides a no-contest clause
4 must not be enforced when a beneficiary acts to enforce her legal rights, obtain court
5 instruction regarding proper administration, seeks to enforce the trustee's fiduciary duties,
6 or institutes and maintains a legal action in good faith and based on probable cause. NRS
7 163.00195(4). See also Matter of ATS 1998 Tr., No. 68748, 2017 WL3222533, at *4 ("[T]he
8 purpose of a no-contest clause is to enforce the settlor(s)' wishes, not to discourage a
9 beneficiary from seeking his or her rights."). A legal action is based on probable cause
10 when the facts and circumstances *available to the beneficiary*, or a properly informed and
11 advised reasonable person, "would conclude that the trust, the transfer of property into
12 the trust, any document referenced in or affected by the trust or any other trust-related
13 instrument is invalid." NRS 163.00195(4)(e) (emphasis added).

14 6. A trustee has a duty to act impartially, based on what is fair and reasonable
15 to all beneficiaries. Specifically, "the trustee shall act impartially in investing and
16 managing the trust property, taking into account any differing interests of the
17 beneficiaries." NRS 164.720(1). "[I]t is the trustee's duty, reasonably and without personal
18 bias, to seek to ascertain and to give effect to the rights and priorities of the various
19 beneficiaries or purposes as expressed or implied by the terms of the trust." RESTATEMENT
20 (THIRD) OF TRUSTS § 79 (2007).

21 7. "In all matters connected with [the] trust, a trustee is bound to act in the
22 highest good faith toward all beneficiaries and may not obtain any advantage over the
23 latter by the slightest misrepresentation, concealment, threat, or adverse pressure of any
24 kind." Charleson v. Hardesty, 108 Nev, 878, 882, 839 P.2d 1303, 1306 (1992) (quoting
25 Morales v. Field, 160 Cal.Rptr. 239, 244 (1980)).

26 8. This Court may remove a trustee for good cause, including breach of
27 fiduciary duties. NRS 156.070; NRS 163.115; NRS 163.190; NRS 163.180; NRS 164.040(2);
28 see also Diotallevi v. Sierra Dev. Co., 95 Nev. 164, 591 P.2d 270 (1979) (explaining court has

1 “full equitable powers” to redress breach of trust). Removal may be appropriate when
2 there is significant animosity between the trustee and a beneficiary, such that it has the
3 potential to materially interfere with the proper administration of the trust. Acorn v.
4 Monecchi, 386 P.3d 739, 760 (Wyo. 2016) (explaining the relevant question is whether
5 “hostility, in combination with existing circumstances, materially interferes with the
6 administration of the trust or is likely to cause that result”); In re Estate of Stuchlik, 857
7 N.W.2d 57, 70 (Neb. 2014) (stating a trustee cannot act impartially when “influenced by . . .
8 animosity toward individual beneficiaries”); BOGERT, LAW OF TRUSTS AND TRUSTEES § 129
9 (3d rev. ed. 2019) (explaining where there is potential for a conflict of interest to arise from
10 the dual status of a trustee who is also a beneficiary, removal of the trustee may be
11 appropriate); see also Dennis v. R.I. Hosp. Trust Nat. Bank, 571 F. Supp. 623, 639 (D.R.I.
12 1983) (discussing removal may be appropriate when the court could expect “that future
13 Trust transactions will be scrutinized by the beneficiaries” as a result of lengthy and
14 antagonistic litigation). Additionally, conflict between the trustee and beneficiary may
15 form a basis for removal when personal contact or collaboration is required for the
16 administration of the trust. Blumenstiel v. Morris, 180 S.W.2d 107, 109 (Ark. 1944). “The
17 purpose of removing a trustee is not to inflict a penalty for past action, but to preserve
18 trust assets.” Getty v. Getty, 205 Cal.App.3d 134, 140 (1988).

19 9. Attorney’s fees are not allowed to a prevailing party absent a contract,
20 statute, or rule to the contrary. See Smith v. Crown Fin. Servs., 111 Nev. 277, 890 P.2d 769
21 (1995) (analyzing the American and English rules regarding attorney’s fees and their
22 intersection with Nevada Law). NRS 18.010(2)(b) provides that this Court may award
23 attorney’s fees when it finds a claim was brought or maintained without reasonable
24 ground, or to harass the prevailing party. Pursuant to NRCP 68(a), “[a]t any time more
25 than 21 days before trial, any party may serve an offer in writing to allow judgment to be
26 taken in accordance with its terms and conditions.” If an offer is not accepted within the
27 prescribed time period, it will be considered rejected by the offeree. NRCP 68(e). If an
28 offeree rejects an offer and fails to obtain a more favorable judgment, “the offeree must

1 pay the offeror's post-offer costs and expenses, including . . . reasonable attorney fees, if
2 any be allowed, actually incurred by the offeror from the time of the offer." NRCP
3 68(f)(1)(B) (emphasis added).

4 10. "[T]he purpose of NRCP 68 is to encourage settlement . . . not to force
5 plaintiffs unfairly to forego legitimate claims." Beattie v. Thomas, 99 Nev. 579, 588, 668
6 P.2d 268, 274 (1983). To determine whether an award of fees is appropriate, a court must
7 consider and weigh the following factors: (1) whether the claim was brought in good faith;
8 (2) whether the offer of judgment was reasonable and in good faith in both its timing and
9 amount; (3) whether the decision to reject the offer and proceed to trial was grossly
10 unreasonable or in bad faith; and (4) whether the fees sought by the offeror are reasonable
11 and justified in amount.⁶ Beattie, 99 Nev. at 588-89, 668 P.2d at 274. No one Beattie factor
12 is outcome determinative, and each should be given appropriate consideration. Yamaha
13 Motor Co., USA v. Arnoult, 114 Nev. 233, 252 n.16, 955 P.2d 661, 673 n.16 (1998).

14 11. A proceeding concerning a trust "does not result in continuing supervisory
15 proceedings, and the administration of the trust must proceed expeditiously in a manner
16 consistent with the terms of the trust, without judicial intervention or the order, approval
17 or other action of any court, unless the jurisdiction of the court is [properly] invoked . . . as
18 provided by other law." NRS 164.015(7).

19 Equitable Issues

20 The following equitable issues and arguments are before this Court:

21 1. *Approval of accountings*

22 The trustees ask this Court to settle, allow, and approve the Issue and Family Trust
23 accountings without further examination, to include approval of trustees' fees, attorneys'

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25 ⁶ When considering the fourth Beattie factor, the court must consider the Brunzell factors. See Shuette v.
26 Beazer Homes Holdings Corp., 121 Nev. 837, 864-65, 124 P.3d 530, 548-49 (2005). These factors include the
27 following: "(1) the qualities of the advocate: his or her ability, training, education, experience, professional
28 standing, and skill; (2) the character of the work to be done: its difficulty, intricacy, importance, time and
skill required, the responsibility imposed and the prominence and character of the parties where they affect
the importance of litigation; (3) the work actually performed by the lawyer: the skill, time, and attention
given to the work; and (4) the result: whether the attorney was successful and what benefits were derived."
Brunzell v. Golden Gate Nat'l Bank, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969).

1 fees, and payment of other professional fees and administrative expenses.⁷ Wendy
2 opposes and asks this Court to order the trustees to prepare statutory compliant
3 accountings that disclose assets, values, transactions, and other acts of trust
4 administration. Wendy further argues that if the amended accountings are untimely or
5 noncompliant, this Court should find and remedy the trustees' breach of fiduciary duties.

6 The timing and form of accountings are prescribed by statute. But an accounting is
7 more than a formulaic compilation of data. An accounting is given to provide notice. Just
8 as facts in controversy vary from case to case, an accounting must be adjusted as the trust
9 estate requires. The trusts before this Court are complex because of the multiple layers of
10 entity and fractional ownership. They are further complicated by fluid and often
11 unknown values. This Court generally agrees with Wendy that the accountings fail to
12 provide adequate notice because they reveal only a portion of Sam's complex affairs – they
13 are mere pieces in a much larger puzzle and are ineffective when only reviewed in
14 isolation.⁸ Instead, the accountings created confusion and engendered suspicion. The
15 trustees attempted to answer Wendy's questions informally and made their professionals
16 available to answer Wendy's questions. But the accountings should have included more
17 explanatory details. The best example of how the accountings failed to provide actual and
18 adequate notice occurred when Todd testified Wendy could expect to receive \$4 million
19 from a variety of sources. While the trustees may have provided explanations through
20 accountants and settlement offers, Wendy's beneficial expectancy is not apparent from the
21 accountings or evidence of the trustees' pre-trial explanations.

22 However, this Court also notes that Wendy's complaints about the content and
23 general timing of the accountings were presented to the jury in the legal phase of trial and
24 are therefore facts common to the equitable claims. The jury presumably considered all
25 evidence when deliberating its verdict. The verdict is an express or implicit rejection of

26
27 ⁷ The relevant accountings are for the Issue and Family Trusts (April, 2013 through December, 2017) and
Wendy's subtrust (2013 – 2016).

28 ⁸ Wendy argues: "While in some circumstances, preparing and delivering accountings in the format
provided by NRS 165.135 may fully satisfy a fiduciary's requirement to account and fully disclose, that is not
and cannot be the case for these very complex trusts."

1 Wendy's complaints about the accountings. Accordingly, this Court will not provide
2 equitable relief regarding the accountings, which were constructively approved and
3 confirmed by the jury's verdict. In so doing, this Court does not countenance the trustees'
4 arguments that all accountings and disclosures complied with Nevada law, to include
5 NRS 165.135(4)(a), which allows for a statement prepared by a CPA containing summaries
6 of the information required by NRS 165.135(1). This Court simply orders that all litigation
7 regarding the accountings in existence at the time of the jury trial must end.⁹ The nature of
8 the accountings influence this Court's decision regarding attorneys' fees and the no-
9 contest provisions of the trust.

10 2. *Validity of the Agreements and Consents to Proposed Actions (ACPAs) and*
11 *Indemnification Agreements*

12 Todd as trustee of the Issue Trust, and Todd and Michael Kimmel as co-trustees of
13 the Family Trust, ask this Court to ratify and approve the ACPAs, thus relieving them of
14 liability for actions reasonably taken in reliance upon them. They (and Todd individually)
15 also ask this Court to affirm the indemnification agreements. Wendy opposes and asks
16 this Court to invalidate the ACPAs and rescind any transactions accomplished through
17 them. She also contests Stan and Todd's indemnification agreements and asks that any
18 transactions accomplished through them be invalidated and set aside. Each party presents
19 substantial arguments supporting their respective positions. This Court again returns to
20 the scope and content of the jury trial and the facts common to legal and equitable claims.
21 While the attorneys argued to the jury that this Court would decide the validity of the
22 ACPAs and indemnification agreements, each of the challenged documents and related
23 transactions were thoroughly presented and argued to the jury – including document
24 preparation, execution, and other formation irregularities. Thus, at least, the jury verdict is
25 an implicit rejection of Wendy's arguments.

26 Having considered all arguments, this Court concludes it will neither affirm nor

27
28 ⁹ The trustees may wish to modify the form of future accountings to provide better notice and explanations
to the beneficiaries. Otherwise, they risk objections this Court may be inclined to grant, including an award
of attorney's fees.

1 reject the ACPAs and indemnification agreements. They cannot be segregated from the
2 legal claims presented to the jury and now subsequently argued in support of equitable
3 relief. The jury constructively approved and affirmed the ACPAs and indemnification
4 agreements when it reached its verdict. The verdict prevents additional litigation and
5 precludes liability exposure for actions taken in reliance upon these documents. All claims
6 involving the disputed ACPAs and indemnification agreements shall end with the jury's
7 verdict. Nonetheless, the ACPAs and indemnification agreements also influence this
8 Court's decision regarding attorneys' fees and the no-contest provisions.

9 3. *Violation of the no-contest provisions of the trusts*

10 All trustees except Stan ask this Court to declare that Wendy violated the no-contest
11 provisions of the trusts when she initiated and maintained this litigation. Wendy opposes
12 and asks this Court to declare that Todd violated the no-contest provisions when he filed
13 the initial petition and later moved to dismiss her litigation. The trustees' request deserves
14 analysis, whereas Wendy's request is retaliatory and made with little legal basis or
15 support from the trust instruments.

16 Wendy sought to enforce her rights, obtain instructions, and remedy a breach of
17 fiduciary duties. The jury agreed that Todd breached his fiduciary duties. Further, based
18 upon the information she possessed, she had probable cause to seek invalidation of
19 transfers and other acts of trust administration. This Court must distinguish between the
20 *existence* of probable cause for initiating and maintaining this action with the manner in
21 which the probable cause was *litigated*. As noted elsewhere, Wendy and Stan had
22 probable cause to seek answers to questions raised by the accountings and other events of
23 trust administration. Thus, while Wendy's litigation zeal and overreaching jury demand
24 may implicate Sam's intention to disincentivize litigation, Wendy's legal actions were
25 authorized and do not create a bar to her beneficial rights.

26 4. *Unjust enrichment and constructive trust*

27 Wendy asks this Court to impress a constructive trust to cure unjust enrichment
28 caused by fraud, breach of fiduciary duty, and self-dealing. Todd, Stan, and the trustees

1 make several arguments in opposition to Wendy's request. This Court disagrees with
2 Wendy's position. Wendy's allegations of misconduct, document impropriety, and self-
3 dealing underlying her request for equitable relief are inseparable from the legal claims
4 she presented to the jury. Wendy has been awarded damages for Todd's breach of
5 fiduciary duties. Any other equitable relief would constitute double recovery and alter the
6 jury's verdict in violation of the Seventh Amendment and its interpretative decisions.

- 7 5. *Removal of trustees*
8 *Disgorgement of trustee fees*
9 *Use of trust funds to initiate petition and defend against Wendy's counterpetition*
 Award of attorneys' fees

10 Wendy relies upon her same arguments when asking this Court to remove the
11 trustees, order the trustees to disgorge trustee fees, and deny the use of trust funds to
12 present their petitions and defend against her counterpetition. The parties present
13 substantial authorities and arguments (and other moving papers) relating to attorneys'
14 fees.

15 There is no basis to consider the removal of any trustee except Todd. The two bases
16 to remove Todd are 1) the jury's verdict that Todd breached his fiduciary duties, and 2)
17 this Court's observation that Todd's neutrality is conflicted by his own interests and
18 animus towards Wendy. This Court concludes removal would be unjust and
19 incommensurate for several reasons: 1) Todd is Sam's designated and preferred trustee, 2)
20 other trustees will diffuse Todd's conflicts and reduce the personal contact between Todd
21 and Wendy, 3) the remedy against Todd's breaches and conflicts are made through other
22 orders regarding attorneys' fees, disgorgement of trustee's fees, and inapplicability of the
23 no-contest provisions, 4) Todd's own affairs are inseparable from trust administration and
24 his removal as trustee will not sever him from trust business; he will remain involved in
25 Jaksick family affairs through his ongoing management and ownership of several other
26 related entities, 5) the expenses of removing Todd and educating a successor trustee
27 would be expensive and inefficient, and 6) Wendy's suggestion that a commercial trustee
28 serve as successor trustee for all trustees is neither warranted nor workable.

 However, based upon the jury's verdict that Todd breached his fiduciary duties

1 (and secondarily, this Court's findings about the timing and content of the accountings),
2 this Court grants Wendy's request that Todd disgorge or disclaim all trustee's fees from
3 the inception of his trusteeship through the date when final judgment is entered. The
4 amount disgorged or otherwise forfeited may serve as an offset against the 25% of
5 trustees' attorneys' fees Todd is ordered to pay, as set forth below. This Court confirms
6 trustee fees to all other trustees.

7 There are several requests regarding attorney's fees as a trust expense. This Court's
8 discretionary resolution of the fees requests is bound by all facts of record and influenced
9 by the entirety of the pre-trial, legal, and equitable proceedings (including the settlement
10 agreement between Todd and Stan) and uncertainties created by notarial malfeasance.

11 This Court first orders that Stan Jaksick and Michael Kimmel's attorneys' fees be
12 chargeable to the trust and paid from trust corpus. This Court's decision regarding
13 Wendy and Todd's fees (both as trustee and individually) are more complicated. There
14 are competing facts and legal principles, which this Court analyzes in the aggregate and
15 not in isolation. In particular, the NRCP 68 request cannot be considered narrowly, but
16 instead, must be viewed by a totality of the case proceedings and statutory authorities
17 governing trustees. There are several options before this Court:

- 18 - Order the trust to pay all, some, or none of Wendy's fees
19 because she successfully obtained a verdict that Todd breached
20 his fiduciary duties as trustee.
- 21 - Order the trust to pay all, some, or none of the fees Todd
22 incurred as trustee because, even though he breached his
23 fiduciary duties, he qualitatively and quantitatively prevailed
24 against other claims asserted by Wendy.
- 25 - Order Wendy to pay fees Todd incurred because she brought
26 or maintained her action without reasonable grounds or to
27 harass.
- 28 - Order Wendy to pay fees Todd incurred as trustee of the Issue
Trust because she rejected his \$25,000 offer of judgment.
- Order Wendy to pay fees Todd incurred individually because

1 she rejected his \$25,000 offer of judgment.

- 2 - Discretionarily decline to order Wendy to pay fees pursuant to
3 the offers of judgment.

4 On August 29, 2018, Todd offered Wendy to have judgment entered against him
5 individually in the amount of \$25,000. He also offered Wendy to have judgment entered
6 against him as trustee of the Issue Trust in the amount of \$25,000. The jury did not make
7 any adverse findings against Todd individually, but it concluded Todd breached his
8 fiduciary duties as trustee and awarded \$15,000 to Wendy. With adjustments for interest,
9 the amount Wendy will receive is almost indistinguishable from the \$25,000 Todd offered
10 as trustee. To the extent there is a *de minimis* distinction, the difference is not enough in a
11 dispute that incurred several million dollars of fees and involved tens of millions in
12 controversy.

13 An offer of judgment must be an authentic attempt to settle a dispute. The offer of
14 judgment benefit is not automatically conferred. Instead, this Court must carefully
15 analyze the offer and discretionarily apply it to the unique facts of each case. This Court
16 and counsel are familiar with the American Rule of attorneys' fees and discretionary
17 application of NRCP 68. This Court's discretion exists to encourage parties to convey
18 legitimate offers to resolve their disputes. Of course, judicial discretion is controversial to
19 those who are aggrieved, and it is unpredictable to all.

20 On one side, offers that are appropriate in time and amount will cause the non-
21 offering party to become realistic and engage in genuine risk/benefit analyses. These
22 offers shift a calculated risk as trial approaches. To be an effective mechanism to resolve
23 disputes before trial, they should be in an amount the non-offering party cannot decline in
24 good faith. Defendants who perceive no liability exposure chafe against making time- and
25 amount-appropriate offers because they resent the payment of any money to a party they
26 perceive will not prevail at trial. On the other side, offering parties sometimes make time-
27 and amount-inappropriate offers *they expect to be rejected*. These offers do not facilitate
28 settlement--they are strategic devices to shift the risk of fees by offering illusory

1 consideration to end litigation.

2 This Court's discretion is guided by the unique facts and procedural history of this
3 case. This Court analyzes the Beattie factors as follows:

4 *Whether Wendy's claims were brought in good faith?* Wendy believed in good faith that
5 she suffered damages from Todd's individual and fiduciary misconduct. She trusted the
6 court system and exercised her constitutional right to jury trial. This Court concludes that
7 Wendy's claims against Todd as trustee of the Issue Trust were brought in good faith.
8 Wendy's concerns are countenanced, in large part, by the questions raised by the
9 accountings, Stan's separate allegations against Todd, document anomalies, and the optics
10 of Todd's disproportionate benefit from Sam's business and trust affairs. The good-faith
11 nature of Wendy's claims against Todd individually are more difficult to discern. In the
12 final analysis, Wendy had some cause to initiate the claims against Todd individually, but
13 as discovery progressed, Wendy's cause to pursue Todd individually diminished. This
14 factor weighs slightly in Wendy's favor regarding the Issue Trust offer of judgment and is
15 neutral regarding Todd's individual offer of judgment.¹⁰

16 *Whether Todd's offers were reasonable and in good faith in both timing and amount?* This
17 Court has wrestled with the question of whether the offers of judgment were brought in
18 good faith in both timing and amount. These offers of judgment were made six months
19 after Wendy filed her amended counter-petition, when discovery was still in its infancy.
20 This Court concludes the amounts offered were neither good faith/reasonable nor
21 strategic bad faith/unreasonable. They fall within the continuum between those two
22 categories. Todd knew, or should have known, the fees incurred through continuing
23 litigation alone would substantially overshadow the offered amounts. Todd knew, or
24 should have known, that Wendy would never accept \$25,000 to resolve her claims against
25 him as trustee of the Issue Trust.

26 However, Todd also had cause to believe he would prevail at trial, a fact now
27

28 ¹⁰ Because this Court finds Wendy brought her claims in good faith, this Court concludes fees under NRS
18.010(2)(b) are not warranted.

1 proven with respect to the claims against him individually. Todd's subjective belief about
2 the strength of his position is legally relevant. "[W]here the offeror has a reasonable basis
3 to believe that exposure to liability is minimal, a nominal offer is appropriate." Arrowood
4 Indem. Co. v. Acosta, Inc., 58 So. 3d 286, 289 (Fla. Dist. Ct. App. 2011) (discussing the good
5 faith prong of an offer of judgment from a Florida statute analogous to NRCP 68). At the
6 time Todd made his individual offer, Wendy had been unable to present coherent facts
7 underlying her claims against him personally. He therefore had reason to believe
8 Wendy's claims against him individually were weak or lacked merit. See Beach, 958 F.
9 Supp. at 1171 (holding defendant's offer was reasonable even though plaintiff's alleged
10 damages exceeded the offer's amount "given the weaknesses defendant perceived in
11 plaintiff's case."); see also Scott-Hop v. Bassek, Nos. 60501, 61943, 2014 WL 859181 at *6
12 (Feb. 28, 2014) (holding reasonable an offer of \$25,000 even though plaintiff's alleged
13 medical expenses were over \$150,000 because of the uncertainty of plaintiff's case and
14 defendant's summary judgment motion); Max Bear Productions, Ltd. v. Riverwood
15 Partners, LLC, No. 3:09-CV-00512-RCJ-RAM, 2012 WL 5944767 (D. Nev. Nov. 26, 2012)
16 ("The token \$1,000 offer may appear to have been made simply for the procedural purpose
17 of preserving rights to fees . . . should Defendant win a judgment. However, the
18 weaknesses of Plaintiff's case made this token offer reasonable."); Arrowood, 58 So. 3d at
19 289-90 (holding a court is required to consider an offeror's subjective belief that an offer is
20 reasonable and not just objective factors).

21 This Court concludes the second factor to consider is neutral regarding the Issue
22 Trust and does not inure to any party's favor or disfavor. Todd hoped he would prevail at
23 trial, but given the financial and documentary complexity, discovery delays and disputes
24 (including Todd's continued depositions long after the offers of judgment were made), the
25 untimely accountings, incomplete discovery, and the amounts in controversy, the offer
26 does not appear to be made with the good-faith intention of settling Wendy's claims. In
27 contrast, Todd's offer to settle Wendy's claims against him individually for the payment of
28 \$25,000 appears more reflective of the circumstances and was made with a good-faith

1 intention to settle the claims. Thus, this factor favors Todd individually.

2 *Whether Wendy's decision to reject the offer and proceed to trial was grossly unreasonable*
3 *or in bad faith?* Wendy's decision to reject Todd's offer as trustee of the Issue Trust was not
4 grossly unreasonable or in bad faith. The offer arrived early in discovery. Wendy had
5 incurred substantially more in fees than the offered amount and she was entitled to
6 examine her legal position after discovery was received. In contrast, her decision to reject
7 Todd's individual offer is less reasonable, yet this Court cannot conclude her rejection was
8 grossly unreasonable or made in bad faith. Her decision was simply unwise in retrospect
9 and she cannot now be relieved of its consequences. This third factor weighs in favor of
10 Wendy regarding the Issue Trust and is neutral regarding Todd's personal liability.

11 *Whether the fees sought are reasonable and justified in amount?* Todd's individual and
12 trustee attorneys are experienced in law and trial. They have exemplary records of service
13 in our legal community and they obtained a positive outcome for their clients. After
14 considering each of the Brunzell factors, this Court finds the fees sought by Todd
15 individually from the date of the offer are reasonable in light of his experienced and
16 effective attorneys, duration and scope of litigation, and the result obtained. However,
17 the aggregate fees this Court expects Todd to seek as trustee of the Issue Trust are not
18 justified when the offered \$25,000 is compared to the jury verdict. Shifting substantial
19 attorneys' fees to Wendy is unjustified in this instance. Regarding Todd's individual fees,
20 the amounts are reasonable and justified when charged against Wendy. This factor is
21 neutral with respect to the Issue Trustee offer and favors Todd with respect to his
22 individual offer of judgment.

23 For these reasons, this Court orders as follows:

- 24 a. The trusts shall pay 100% of the fees incurred by their attorneys in
25 representation of the trustees. However, Todd shall reimburse the
26 trusts from his personal resources for 25% of the amount paid because
27 the jury determined he breached his fiduciary duties. Provided,
28 however, Todd is entitled to reduce this 25% personal obligation by

1 the amount of trustee's fees he is ordered to disgorge.

- 2 b. Wendy is *not* required to pay fees Todd incurred as trustee because
3 she rejected the \$25,000 offer of judgment.
- 4 c. Wendy *shall* pay 100% of fees Todd incurred individually from the
5 date the offer of judgment was made. Provided, however, Todd shall
6 be Wendy's judgment creditor and have no greater access to payment
7 than any other judgment creditor. Todd may attach or anticipate
8 Wendy's distributive share only if there are no spendthrift provisions
9 within the trust instruments that prohibit such creditor collection
10 efforts. If such spendthrift provisions exist, distributions shall be
11 made to Wendy and Todd may seek collection efforts against Wendy
12 personally, subsequent to the distribution. The trustees (including
13 Todd) shall carefully measure Todd's rights as an individual
14 judgment creditor with their fiduciary duties owed to Wendy as a
15 beneficiary.
- 16 d. The Trusts shall pay a combined attorneys' fee of \$300,000 to Wendy's
17 attorneys for prevailing in the claim against Todd for breach of
18 fiduciary duties. This payment shall be made directly to Wendy's
19 attorneys without Wendy's signatory participation as a client or trust
20 beneficiary.
- 21 e. All fees ordered shall be treated as general trust administration
22 expenses and not allocated to any beneficiary's distributive share.
- 23 f. Todd is not required to indemnify the trust for the \$300,000 payable to
24 Wendy's attorneys because he is already ordered to pay 25% of the
25 aggregate fees incurred in representation of the trustees.
- 26 g. The request for oral arguments is denied.

27 **Other Issues**

- 28 1. *Second supplement to first amended counterpetition*

1 On May 9, 2019 (after the legal phase of trial but before the equitable trial), Wendy
2 filed a Second Supplement to her First Amended Counterpetition in which she continued
3 her theme about untimely accountings. Wendy asks this Court to consider the new fact
4 allegation the Family Trust co-trustees failed to prepare and deliver accountings for the
5 Family Trust and Wendy Subtrust for the period from January 1, 2018, to December 31,
6 2018. She requests the production and delivery of these accountings and asks that the
7 trustees be sanctioned. The trustees (including Todd and Stan individually) moved to
8 strike Wendy's supplement because it was filed after the August 2, 2018, deadline to file
9 motions to amend pleadings and violated NRCP 15(d).¹¹ The 2018 accountings were
10 provided to Wendy in early July, 2019, thus rendering Wendy's request to compel moot.

11 It appears the accountings were untimely and this Court agrees Wendy could not
12 have filed the supplement until after the deadline for providing the 2018 accountings had
13 passed. However, the 2018 accountings are not part of the underlying litigation. This
14 Court declines Wendy's invitation to enlarge this litigation to satisfy judicial economy.
15 This litigation is bounded by the pleadings and cannot remain an open receptacle to
16 receive real-time allegations of inappropriate trust administration. The supplement is
17 stricken as beyond the scope of claims before this Court. Wendy may file a separate action
18 challenging the timing and content of the 2018 accountings if she is so inclined. This Court
19 neither encourages nor discourages such litigation.

20 2. *The Lake Tahoe property*

21 Though not placed within a certain claim for relief within her pleadings, Wendy
22 asks this Court to rescind all transactions involving the Lake Tahoe home and restore title
23 to the SSJ LLC, which was 100% owned by the Family Trust. Wendy continues to
24 overwhelm this Court with repetitive and lengthy arguments about the option
25 agreements, forgery, fraud, fiduciary duties, unjust enrichment, trustor intentions,
26 consideration, etc. All of Wendy's arguments were presented to the jury and rejected in
27

28 ¹¹ Stan filed an additional Motion to Dismiss or Motion to Strike, arguing Wendy's supplement alleged a new claim for breach of fiduciary duty that has not been discovered. Todd joined in Stan's motion.

1 the jury's verdict. This Court will not enter any order granting relief to Wendy regarding
2 the Lake Tahoe home.

3 3. *Future distributions*

4 On July 23, 2019, Wendy filed an Emergency Motion to Compel Distribution from
5 the Family Trust. She alleged she was being evicted from her home in Texas and needed
6 money to relocate to either Arizona or Reno. Wendy asked this Court to order the trustees
7 of the Family Trust to distribute \$6,000 for a deposit on a new apartment and \$5,000 per
8 month for living expenses. Wendy further asks this Court to advise the trustees regarding
9 the schedule of other distributions for living expenses. Wendy's motion is denied. This
10 Court will not supervise trust administration on an ongoing basis. It will not provide
11 advisory guidance or otherwise order the trustees regarding administration and
12 distributions. Instead, it will adjudicate disputes through normal judicial processes.
13 Wendy may initiate separate litigation if she is so inclined.

14 4. *Costs.*

15 Todd Jaksick as an individual, Duck Lake Ranch, LLC, and Incline TSS, are the
16 prevailing parties entitled to statutory and reasonable costs. All other parties may file cost
17 memoranda as authorized by law.

18 **Conclusions**

19 1. This Court does not confirm the accountings. However, the substance of the
20 accountings were presented to the jury and fall within the jury's verdict. Thus, this Court
21 will not allow additional litigation as to any accounting that formed the basis for Wendy's
22 legal claims. All future accountings shall be timely and formulated to provide the
23 beneficiaries with adequate notice of values, transactions, and other acts of trust
24 administration. The trustees are authorized to pay, at Wendy's request, a portion of
25 Wendy's distributive shares to Wendy's designated financial professional who will assist
26 her to understand the accountings and interact with the trustees.

27 2. This Court does not confirm the ACPAs or indemnification agreements.
28 However, the substance of the ACPAs and indemnification agreements were presented to

1 the jury and fall within the jury's verdict. This Court will not allow additional litigation as
2 to any of the ACPAs and indemnification agreements that formed the basis for Wendy's
3 legal claims.

4 3. The trustees' request to impose no-contest penalties against Wendy is
5 denied.

6 4. Wendy's claims for unjust enrichment and constructive trust are denied.

7 5. Todd is confirmed as trustee of Issue Trust and co-trustee of Family Trust.
8 All other trustees are also confirmed.

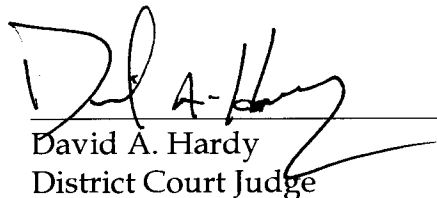
9 6. Todd shall disgorge all trustee fees he received or otherwise earned, subject
10 to the fees award provisions.

11 7. This Court anticipates the parties will seek clarification and other relief
12 through additional motion work. The attorneys' fees provisions in this order reflect the
13 entirety of this Court's intentions regarding fees. This order also reflects the entirety of
14 this Court's intentions regarding all other pending matters.

15 8. Todd and the trustees may submit a proposed judgment consistent with the
16 jury's verdict and this order on equitable claims.

17 **IT IS SO ORDERED.**

18 Dated: March 12, 2020.

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20
21 
22 David A. Hardy
23 District Court Judge
24
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26
27
28

ORIGINAL

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

WENDY JAKSICK,

Petitioner,

CASE NO.: PR17-00445

v.

DEPT. NO.: 15

TODD B. JAKSICK, Individually, as Co-
Trustee of the Samuel S. Jaksick Jr.
Family Trust, and as Trustee of the
SSJ's Issue Trust; MICHAEL S. KIMMEL,
Individually and as Co-Trustee of the
Samuel S. Jaksick Jr. Family Trust;
STANLEY S. JAKSICK, Individually and as
Co-Trustee of the Samuel S. Jaksick Jr.
Family Trust; KEVIN RILEY,
Individually, as Former Trustee of the
Samuel S. Jaksick Jr. Family Trust, and
as Trustee of the Wendy A. Jaksick 2012
BHC Family Trust, INCLINE TSS, LTD.;
DUCK LAKE RANCH, LLC; SAMMY SUPERCUB
LLC, SERIES A,

CASE NO.: PR17-00446

DEPT. NO.: 15

VERDICT

Respondents.

/ / /

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/ / /

1 We, the jury, duly impaneled in the above-entitled action,
2 find that Petitioner, Wendy Jaksick, has proven her **breach of**
3 **fiduciary duty claim**, by a preponderance of evidence, against:

4 (Please circle only one for each line item)

5 KEVIN RILEY (as Co-Trustee of Family Trust)	YES	<input checked="" type="radio"/> NO
6 STAN JAKSICK (as Co-Trustee of Family Trust)	YES	<input checked="" type="radio"/> NO
7 TODD JAKSICK (as Co-Trustee of Family Trust)	<input checked="" type="radio"/> YES	NO
8 MICHAEL KIMMEL (as Co-Trustee of Family Trust)	YES	<input checked="" type="radio"/> NO
9 KEVIN RILEY (as Trustee of BHC Trust)	YES	<input checked="" type="radio"/> NO
10 TODD JAKSICK (as Trustee of Issue Trust)	<input checked="" type="radio"/> YES	NO

11 We, the jury, duly impaneled in the above-entitled action,
12 find that Petitioner, Wendy Jaksick, has proven her **civil**
13 **conspiracy and aiding and abetting claim**, by preponderance of
14 evidence, against:

15 (Please circle only one for each line item)

16 KEVIN RILEY (as Co-Trustee of Family Trust)	YES	<input checked="" type="radio"/> NO
17 KEVIN RILEY (individually)	YES	<input checked="" type="radio"/> NO
18 KEVIN RILEY (as Trustee of BHC Trust)	YES	<input checked="" type="radio"/> NO
19 STAN JAKSICK (as Co-Trustee of Family Trust)	YES	<input checked="" type="radio"/> NO
20 TODD JAKSICK (as Co-Trustee of Family Trust)	YES	<input checked="" type="radio"/> NO
21 TODD JAKSICK (individually)	YES	<input checked="" type="radio"/> NO
22 TODD JAKSICK (as Trustee of Issue Trust)	YES	<input checked="" type="radio"/> NO
23 MICHAEL KIMMEL (as Co-Trustee of Family Trust)	YES	<input checked="" type="radio"/> NO
24 MICHAEL KIMMEL (individually)	YES	<input checked="" type="radio"/> NO

25 / / /

26 / / /

1 We, the jury, duly impaneled in the above-entitled action,
2 find that Petitioner, Wendy Jaksick, has proven her **aiding and**
3 **abetting breach of fiduciary duty claim**, by a preponderance of
4 evidence, against:

5 (Please circle only one for each line item)

6 KEVIN RILEY (as Co-Trustee of Family Trust)	YES	<input checked="" type="radio"/> NO
7 KEVIN RILEY (individually)	YES	<input checked="" type="radio"/> NO
8 KEVIN RILEY (as Trustee of BHC Trust)	YES	<input checked="" type="radio"/> NO
9 STAN JAKSICK (as Co-Trustee of Family Trust)	YES	<input checked="" type="radio"/> NO
10 TODD JAKSICK (as Co-Trustee of Family Trust)	YES	<input checked="" type="radio"/> NO
11 TODD JAKSICK (individually)	YES	<input checked="" type="radio"/> NO
12 TODD JAKSICK (as Trustee of Issue Trust)	YES	<input checked="" type="radio"/> NO
13 MICHAEL KIMMEL (as Co-Trustee of Family Trust)	YES	<input checked="" type="radio"/> NO
14 MICHAEL KIMMEL (individually)	YES	<input checked="" type="radio"/> NO

15 We, the jury, duly impaneled in the above-entitled action,
16 find that Petitioner, Wendy Jaksick, has proven her **fraud claim**
17 by clear and convincing evidence, against:

18 (Please circle only one for each line item)

19 TODD JAKSICK (as Co-Trustee of Family Trust)	YES	<input checked="" type="radio"/> NO
20 TODD JAKSICK (individually)	YES	<input checked="" type="radio"/> NO
21 TODD JAKSICK (as Trustee of Issue Trust)	YES	<input checked="" type="radio"/> NO

22
23 (If you circled "yes" to **ANY** of the above claim(s) correlating
24 to **ANY** respondent then proceed to and answer Questions 1 AND 2.
25 If you answered "no" to **ALL** of the above then skip Questions 1
26 AND 2 and sign and date verdict form.)

27 / / /

28 / / /

/ / /

1. We, the jury, duly impaneled in the above-entitled action, having found in favor of Petitioner, Wendy Jaksick, on one or more of her claims against one or more of the Respondents, find that she has proven by a preponderance of evidence the amount of her damages, assess her damages to be \$ 15,000.⁰⁰

2. Has Wendy Jaksick established by clear and convincing evidence that any of the Respondents acted with fraud, oppression, or malice?

(Please circle only one for each line item)

KEVIN RILEY YES NO

STAN JAKSICK YES NO

TODD JAKSICK YES (NO)

MICHAEL KIMMEL YES ☒ NO

DATED this 4 day of March, 2019.

Chen Sedler
FOREPERSON

CODE: 2490
DONALD A. LATTIN, ESQ.
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Attorneys for Petitioners/Co-Trustees

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

In the Matter of the: Case No.: PR17-0445
SSJ's ISSUE TRUST. Dept. No.: 15
_____/ Consolidated

In the Matter of the Administration of Case No.: PR17-0446
THE SAMUEL S. JAKSICK, JR., FAMILY TRUST. Dept. No.: 15
_____/

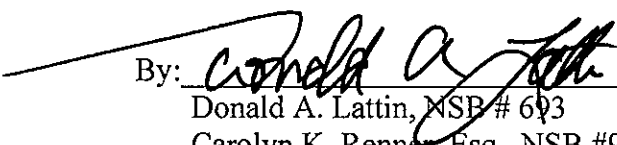
MOTION TO ALTER OR AMEND THE JUDGMENT

TODD JAKSICK, as sole Trustee of the SSJ's Issue Trust and as Co-Trustee of the Samuel S. Jaksick, Jr. Family Trust (the "Family Trust"), MICHAEL S. KIMMEL, individually and as Co-Trustee of the Family Trust and KEVIN RILEY, individually, as former Trustee of the Family Trust, and Trustee of the Wendy A. Jaksick 2012 BHC Family Trust (hereafter "Petitioners", "Trustees", or "Co-Trustees"), hereby move to alter or amend the judgment filed in this case on April 1, 2020, to remove the award of attorney's fees to Wendy Jaksick's counsel of record in the amount of \$300,000.

1 This Motion is made pursuant to NRCP 59(e) and based on the attached Memorandum of
2 Points and Authorities and all pertinent pleadings and papers on file herein.

3 Dated this 27th day of April, 2020.

4 MAUPIN, COX & LEGOY

6
7 By: 
8 Donald A. Lattin, NSB # 693
9 Carolyn K. Renner, Esq., NSB #9164
10 Kristen D. Matteoni, Esq. NSB #14581
11 4785 Caughlin Parkway
12 Reno, NV 89519
13 *Attorneys for the Co-Trustees*
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MEMORANDUM OF POINTS AND AUTHORITIES

I.

INTRODUCTION

In this Court's Order After Equitable Trial filed on March 12, 2020, which was included in the Judgment on Jury Verdict and Court Order on Equitable Claims filed on April 1, 2020, this Court awarded Wendy Jaksick's counsel of record attorney's fees in the amount of \$300,000. For the reasons set forth below, Co-Trustees request that this Court alter or amend the judgment to remove this award as Wendy failed to provide, and the Court did not consider, the *Brunzell* factors in making the award, as required under Nevada law.

II.

BACKGROUND INFORMATION

Wendy requested payment of her attorney's fees as part of her "Brief of Opening Arguments in the Equitable Claims Trial" ("Brief"), filed on July 1, 2019. Wendy did not file any other motion for attorney's fees separate and apart from this Brief. In requesting this payment for fees, Wendy failed to conduct an analysis of the *Brunzell* factors in support of her fees and there is no part of the record which indicates that the Court conducted this analysis *sua sponte*. Accordingly, there is no basis upon which to award Wendy's fees, and the judgment should be altered or amended to remove this award.

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III.

LAW AND ARGUMENT

A. This Motion is timely under NRCP 59(e).

Nevada Rule of Civil Procedure 59(e) provides that “[a] motion to alter or amend a judgment must be filed no later than 28 days after service of written notice of entry of judgment. Here, the Judgment on Jury Verdict and Court Order on Equitable Claims was filed on April 1, 2020. Any motion to alter or amend the judgment must have been filed twenty-eight (28) days after entry of the judgment, or by April 29, 2020. This motion is timely.

B. Wendy failed to provide an analysis of the *Brunzell* factors as part of her request for fees and as such there is no basis to award her fees.

In evaluating the reasonableness of a request for attorney fees, the district court is required to consider the factors set forth in *Brunzell v. Golden Gate National Bank*, 85 Nev. 345, 349-50, 455 P.2d 31, 33 (1969). *See Shuette v. Beazer Homes Holding Corp.*, 121 Nev. 837, 865, 124 P.3d 530 (2005). In *Brunzell*, the Nevada Supreme Court set forth factors that must be considered in awarding attorney fees as follows: (1) the advocate’s qualities, including ability, training, education, experience, professional standing, and skill; (2) the character of the work, including its difficulty, intricacy, importance, as well as the time and skill required, the responsibility imposed, and the prominence and character of the parties when affecting the importance of the litigation; (3) the work performed, including the skill, time, and attention given to the work; and (4) the result – whether the attorney was successful and what benefits were derived. *See Barney v. Mt. Rose Heating & Air Conditioning*, 124 Nev. 821, 829, 192 P.3d 730, 736 (2008). These factors continue to be applicable to the award of fees, and the district court is “to provide[] sufficient reasoning and

1 findings in support of its ultimate determination.” *Shuette*, 121 Nev. at 865, 124 P.3d at 549.
2 Indeed, it is an abuse of discretion for a district court to award fees without consideration of the
3 *Brunzell* factors. *See Allen v. Nelson*, 126 Nev. 688, 367 P.3d 744 (2010) (unpublished disposition
4 reversing award of fees for failure to consider *Brunzell* factors).

5 Here, Wendy provided no such analysis. As such, the award of fees set forth on page 22,
6 section “d” of the Order After Equitable Trial, and at Section B. 2. of the Judgment on Jury Verdict
7 and Court Order On Equitable Claims, is unsupported and an abuse of this Court’s discretion.
8 Accordingly, Co-Trustees request that this Court alter or amend its judgment in order to remove
9 the award of attorney’s fees to Wendy’s counsel.
10

11 IV.

12 CONCLUSION

13 Based on the foregoing, the Co-Trustees respectfully request that this Court alter or amend
14 the judgment by striking the award of fees set forth on page 22, section “d” of the Order After
15 Equitable Trial, and at Section B. 2. of the Judgment on Jury Verdict and Court Order On Equitable
16 Claims.
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NRS 239B.030 Affirmation

Pursuant to NRS 239B.030, the undersigned hereby affirms that this document does not contain the Social Security Number of any person.

Dated this 28th day of April, 2020.

MAUPIN, COX & LEGOY

By: 

Donald A. Latin, NSB # 693

Carolyn K. Renner, Esq., NSB #9164

Kristen D. Matteoni, Esq. NSB #14581

4785 Caughlin Parkway

Reno, NV 89519

Attorneys for the Co-Trustees

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of MAUPIN, COX & LeGOY, Attorneys at Law,
and in such capacity and on the date indicated below I served the foregoing document(s) as follows:

<p>Via E-Flex Electronic filing System: Philip L. Kreitlein, Esq. Stephen C. Moss, Esq. Kreitlein Leeder Moss, Ltd. 1575 Delucchi Lane, Suite 101 Reno, Nevada 89502 philip@klmlawfirm.com <i>Attorneys for Stan Jaksick as Co-Trustee of the Samuel S. Jaksick, Jr. Family Trust</i></p> <p>Mark Connot, Esq. Fox Rothschild LLP 1980 Festival Plaza Drive, #700 Las Vegas, NV 89135 MConnot@foxrothschild.com</p> <p><i>And</i></p> <p>R. Kevin Spencer, Esq. (Pro Hac Vice) Zachary E. Johnson, Esq. (Pro Hac Vice) Spencer & Johnson PLLC 500 N. Akard Street, Suite 2150 Dallas, TX 75201 kevin@dallasprobate.com zach@dallasprobate.com <i>Attorneys for Wendy A. Jaksick</i></p>	<p>Kent R. Robison, Esq. Therese M. Shanks, Esq. Robison, Sharpe, Sullivan & Brust 71 Washington Street Reno, Nevada 89503 krobison@rssblaw.com tshanks@rssblaw.com <i>Attorneys for Todd B. Jaksick, Individually, and as beneficiary, SSJ's Issue Trust and Samuel S. Jaksick, Jr., Family Trust</i></p> <p>Adam Hosmer-Henner, Esq. Sarah A. Ferguson, Esq. McDonald Carano Wilson LLP 100 W. Liberty Street, 10th Floor Reno, NV 89501 ahosmerhenner@mcdonaldcarano.com sferguson@mcdonaldcarano.com <i>Attorneys for Stan Jaksick, individually, and as beneficiary of the Samuel S. Jaksick, Jr. Family Trust and SSJ's Issue Trust</i></p>
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Via placing an original or true copy thereof in a sealed envelope with sufficient postage
affixed thereto, in the United States mail at Reno Nevada, addressed to:

<p>Alexi Smrt 3713 Wrexham St. Frisco, TX 75034</p>	<p>Luke Jaksick Northern Arizona University 324 E. Pine Knoll Drive #12319 Flagstaff, AZ 86011</p>
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Benjamin Jaksick Amanda Jaksick c/o Dawn E. Jaksick 6220 Rouge Drive Reno, Nevada 89511	Regan Jaksick Sydney Jaksick Sawyer Jaksick c/o Lisa Jaksick 5235 Bellazza Ct. Reno, Nevada 89519
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Dated this 28th day of April, 2020.

Hattie Allen
EMPLOYEE

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Attorneys for Respondent/Counter-Petitioner
Wendy A. Jaksick

SECOND JUDICIAL DISTRICT COURT
WASHOE COUNTY, NEVADA

In the Matter of the Administration of the
SSJ'S ISSUE TRUST,

CASE NO.: PR17-00445
DEPT. NO. 15

In the Matter of the Administration of the
SAMUEL S. JAKSICK, JR. FAMILY TRUST,

CASE NO.: PR17-00446
DEPT. NO. 15

WENDY JAKSICK,

Respondent and Counter-Petitioner,
v.

TODD B. JAKSICK, INDIVIDUALLY, AS CO-
TRUSTEE OF THE SAMUEL S. JAKSICK, JR.
FAMILY TRUST, AND AS TRUSTEE OF THE
SSJ'S ISSUE TRUST; MICHAEL S. KIMMEL,
INDIVIDUALLY AND AS CO-TRUSTEE OF
THE SAMUEL S. JAKSICK, JR. FAMILY
TRUST; AND STANLEY S. JAKSICK,
INDIVIDUALLY AND AS CO-TRUSTEE OF
THE SAMUEL S. JAKSICK, JR. FAMILY
TRUST; KEVIN RILEY, INDIVIDUALLY AND
AS FORMER TRUSTEE OF THE SAMUEL S.
JAKSICK, JR. FAMILY TRUST AND TRUSTEE
OF THE WENDY A. JAKSICK 2012 BHC
FAMILY TRUST,

Petitioners and Counter-Respondents.

MOTION TO ALTER OR AMEND
JUDGMENT OR, ALTERNATIVELY,
MOTION FOR NEW TRIAL

1 Wendy A. Jaksick ("Wendy") files this *Motion to Alter or Amend Judgment or,*
2 *Alternatively, Motion for New Trial* (the "Motion") and respectfully urges the Court to alter or
3 amend its *Judgment*, entered on April 1, 2020, pursuant to NRCP 59(e). In the alternative,
4 Wendy moves for a new trial on those issues. NRCP 59(a). The grounds of the motion, which
5 will be fully described in this *Motion*, are as follows:
6

- 7 1) Wendy asks the Court to amend its *Judgment* to declare Todd Jaksick's and
8 Stanley Jaksick's Indemnification Agreements invalid and rescind all
9 transactions or payments made based upon the Indemnification Agreements.
- 10 2) Wendy asks the Court to amend its *Judgment* to declare the Agreements and
11 Consents to Proposed Actions ("ACPAs") invalid.
- 12 3) Wendy asks the Court to amend its *Judgment* to declare that, due to the invalidity
13 of the Indemnification Agreements and the ACPAs and the fact that the
14 Accountings still include debt to be forgiven by the Trustees based upon these
15 documents, the SSJ's Issue Trust and Family Trust Accountings for 2014, 2015,
16 2016 and 2017 are insufficient on their face, cannot be approved because they do
17 not provide sufficient information for the Court or the beneficiaries to approve
18 them and do not exonerate anything in relation to all that is reported therein.
- 19 4) Wendy asks the Court to disapprove and disallow all transactions that Todd
20 claims fall under the Indemnification Agreement because no one, not a single
21 witness, could testify to how it was to be applied. The only witness anyone
22 deferred to about its application and the effect of it on the Trust administration
23 was Kevin Riley, and Todd never called him as a witness, which means it was
24 and is impossible for Todd to meet his burden of proof that his, apparent,
25 interpretation of its application is correct (Todd could not even support his
26 application as reported in the Accountings for the Trusts).

1 5) Wendy asks the Court to amend its *Judgment* to eliminate the attorney's fees and
2 costs award in favor of Todd, in his Individual capacity, in the amount of
3 \$505,165.07 against Wendy.

4 6) In the alternative, Wendy asks the Court to grant her a new trial on these issues.

5 **I. STATEMENT OF RELEVANT FACTS**

6 On August 2, 2017, Todd Jaksick ("Todd") and Michael Kimmel ("Kimmel"), in their
7 capacities as Co-Trustees of the Family Trust, (collectively, "Petitioners") filed *Petitions for*
8 *Confirmation of Trustees and Admission of Trust to the Jurisdiction of the Court, and for Approval*
9 *of Accountings and Other Trust Administration Matters* (the "Petition") instituting the current
10 litigation involving the Family Trust and Wendy.

11 The *Petition* sought Court approval of purported trust accountings for the period April
12 2013 through December 31, 2016 (the "Purported Trust Accounting"), as well as ratification and
13 Court approval of numerous actions taken by Co-Trustees relieving Trustees from liability from
14 such actions. *Petition* page 6. The *Petition* also sought approval of numerous agreements
15 intended to modify the Family Trust and a release of all liability for actions taken pursuant to
16 such agreements otherwise known as the Agreements and Consents for Proposed Actions
17 ("ACPAs"). See *Petition* page 12. Certain of the ACPAs sought confirmation of payments
18 made on behalf of Co-Trustees based upon purported Indemnification Agreements in favor of
19 Todd and Stan. See Trial Ex. 16, pp.1-2, ¶ 2.

20 Stanley Jaksick ("Stanley"), in his capacity as Co-Trustee of the Family Trust, refused to
21 join the Purported Trust Accountings and refused to join and pursue the *Petition*. Instead, on
22 October 10, 2017, Stanley filed an opposition to the *Petition* including objections to the approval
23 of the Purported Trust Accountings and other claims concerning the administration of the Family
24 Trust. See *Objection to Approval of Accountings and Other Trust Administration Matters*. Stan,
25 the third and only remaining Co-Trustee, did not just refuse to endorse the defective accountings

1 by remaining silent, but affirmatively contested the very accountings filed by his Co-Trustees for
2 Court approval; he knew they were insufficient. Stan's *Objection* specifically included Todd's
3 purported Indemnification Agreement. *See Id.*, page 2, lines 9-11.

4 As a result of the lawsuit, Wendy filed a Counter-Petition objecting to the efforts to
5 obtain confirmation of the Purported Accountings and other actions of the Co-Trustee and
6 included claims for breach of fiduciary duty and other actions of all of the Co-Trustees
7 administering the Family Trust during the time period covered the claims in the *Petition*.
8 Wendy also challenged and sought to invalidate the purported Indemnification Agreements
9 and ACPAs. Wendy also sued all the Co-Trustees in their individual capacities to ensure any
10 judgment payable or enforceable against the Co-Trustees in their Individual capacities would
11 be valid and enforceable.
12

13 Prior to jury and equitable trials, the Court entered the *Pre-Trial Order Regarding Trial*
14 *Schedule* ("Pre-Trial Order"), which established the procedure for the bifurcated trial of the
15 legal and equitable claims. *See Pre-Trial Order*. The *Pre-Trial Order* confirmed that the
16 "equitable issues" including the validity of the purported Indemnification Agreements and
17 ACPAs would be tried in a sperate trial to the bench. *Pre-Trial Order*, page 4, line 18 – page
18 5, line 16. During the jury trial evidence was presented concerning the purported
19 Indemnification Agreement and ACPAs,¹ but the jury was repeatedly told that the Court would
20 decide the validity of the purported Indemnification Agreement and ACPAs and that was not
21 for them to consider or decide. *See Order After Equitable Trial*, page 14, lines 20-21.
22 Consistent with this, the jury was not presented with a jury question concerning the validity of
23 these documents. *See Verdict; Pre-Trial Order*.
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28 ¹ The *Pre-Trial Order* directed the Parties "present evidence relevant to all legal issues. To the extent this evidence is relevant to equitable issues, this Court shall simultaneously consider it for this purpose." *Pre-Trial Order*, page 4, lines 13-15.

1 On March 4, 2019, the Jury returned a verdict after trial that included a finding for
2 Wendy against Todd Jaksick for breach of fiduciary duty as Trustee of the SSJ's Issue Trust
3 and as Co-Trustee of the Family Trust and awarded Wendy \$15,000.00 in damages from Todd.
4 *See Jury Verdict.*

5
6 On March 11, 2019, Todd, Individually, Incline TSS, Ltd. and Duke Lake Ranch, LLC
7 filed the *Memorandum of Costs and Disbursements Incurred in case No. PR17-00446* ("Memo
8 of Costs").

9 On March 13, 2019, Todd, Individually, Incline TSS, Ltd. and Duke Lake Ranch, LLC
10 filed the *Motion for Order Awarding Costs and Attorney's Fees for Todd Jaksick, Individually,*
11 *Duck Lake Ranch, LLC, and Inline TSS, Ltd.* ("Motion for Fees and Costs").

12 On March 21, 2019, Todd, Individually, Incline TSS, Ltd. and Duke Lake Ranch, LLC
13 filed the *Todd Jaksick, Individually, Incline TSS, Ltd., and Duck Lake Ranch, LLC's*
14 *Supplement o Memorandum of Costs and Disbursements Incurred in Case No. PR17-00445*
15 *("Supplement to Memo of Costs").*

16
17 On March 25, 2019, Wendy filed Petitioner *Wendy A. Jaksick's Opposition to Motion*
18 *for Attorney's Fees* ("Opposition to Attorney's Fees and Costs").

19 On March 25, 2019, Todd, Individually, Incline TSS, Ltd. and Duke Lake Ranch, LLC
20 filed the *Notice of Withdrawal of Memorandums of Costs and Disbursement and Supplement*
21 *("Notice of Withdrawal")*, withdrawing the *Memorandum of Costs* filed on March 11, 2019
22 and the *Supplement to Memorandum of Costs* filed on March 21, 2019.

23
24 On March 12, 2020, the Court entered the *Order After Equitable Trial*, which included
25 it finding and orders concerning the claims in the Equitable Trial.
26
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1 On April 1, 2020, the Court entered the *Judgment*² after the conclusion of the equitable
2 trial awarding Wendy equitable relief including the disgorgement of Todd Jaksick's fees as
3 Trustee of the SSJ's Issue Trust and as Co-Trustee of the Family Trust, requiring Todd Jaksick,
4 as Trustee of the SSJ's Issue Trust and as Co-Trustee of the Family Trust, to pay/reimburse
5 twenty-five (25%) of the attorney's fees paid by the SSJ's Issue Trust and Family Trust
6 associated with this litigation, and ordering the SSJ's Issue Trust and Family Trust to pay
7 Wendy's attorney's \$300,000 in attorney's fees. *See Judgment*.

9 As a part of the *Judgment*, the Court entered an award of attorney's fees and costs to
10 Todd, in his Individual capacity, against Wendy in the total amount of \$505,165.07 as follows:

11 4. On March 13, 2019, Todd Jaksick, in his individual capacity, filed a Motion for
12 Order Awarding Costs and Attorneys' Fees for Todd Jaksick, individually, Duck Lake Ranch,
13 LLC and Incline TSS, Ltd. For the reasons stated in the Court's March 12, 2020 *Order After*
14 *Equitable Trial*, Todd Jaksick's Motion for Order Awarding Costs and Attorneys' Fees was
15 granted, subject to section (c) on page 22 of the Court's *Order After Equitable Trial*. Accordingly,
16 judgment is hereby entered in favor of Todd Jaksick, individually, against Counter-Petitioner
17 Wendy Jaksick in the amount of \$436,331 for attorneys' fees and \$68,834.07 in costs, for a total
18 judgment in favor of Todd Jaksick against Counter-Petitioner Wendy Jaksick of \$505,165.07,
19 which amount shall accrue interest from the date hereof at the legal rate.

20 *Judgment*, page 4, lines 11-19.

21 II. LAW AND ARGUMENT

22 A. This Motion is Timely.

23 NRCP 59(b) and 59(e) provide that motions for new trial and the amend or alter a
24 judgment must be filed "no later than twenty-eight (28) days after service of written notice of
25 entry of judgment." NRCP 59(b) and 59(e). The *Judgement* was entered on April 1, 2020.
26 Therefore, this *Motion* is timely.
27

28

² The *Judgment* attached and incorporated the *Order After Equitable Trial*. *Judgment*, page 3, line 16.

1 **B. Error Point 1 - Wendy Prejudiced by Proceeding Concerning Purported**
2 **Indemnification Agreement and ACPAs.**

3 Prior to jury and equitable trials, the Court entered the *Pre-Trial Order Regarding Trial*
4 *Schedule* (“Pre-Trial Order”), which established the procedure for the trial of the legal and
5 equitable claims. *See Pre-Trial Order*. The *Pre-Trial Order* provided for a trial to the jury on
6 the Legal Claims and a trial to the bench on the Equitable Claims. *See Id.* The Court based
7 this procedure on authority confirming in Nevada, the constitutional right to a jury trial does
8 not extend to equitable matters. *See Id.*, page 3, lines 3-7 (citing *Harom v. Tanner Motor Tours*,
9 79 Nev. 4, 20, 377 P.2d 622, 630 (1963); *Musgrave v. Casey*, 68 Nev. 471, 474, 235 P.2d 729,
10 731 (1951) (“It is elemental that in a suit in equity the judgment or decree must be based upon
11 finding of the court rather than a jury verdict.”) (emphasis added).
12

13 The *Pre-Trial Order* specifically confirmed that the “equitable issues,” including the
14 validity of the purported Indemnification Agreements and ACPAs, would be tried to the bench
15 during the trial of the Equitable Claims. *Pre-Trial Order*, page 4, line 18 – page 5, line 16.
16 The *Pre-Trial Order* further required the Parties to “present evidence relevant to all legal
17 issues. To the extent this evidence is relevant to equitable issues, this Court shall
18 simultaneously consider it for this purpose.” *Pre-Trial Order*, page 4, lines 13-15.
19

20 During the Jury Trial, evidence was presented concerning the purported
21 Indemnification Agreements and ACPAs, but throughout the trial the jury was repeatedly told
22 that the Court would decide the validity of the purported Indemnification Agreement and
23 ACPAs because these issues were not for the jury to consider and decide. For example, Todd’s
24 counsel Kent Robison specifically told the jurors they had nothing to do with the purported
25 Indemnification Agreements as following in his closing argument:
26

27 **But, ladies and gentlemen, the scope, bindingness [sic],**
28 **validity and effectiveness of that document is before Judge**
 Hardy to be determined, yet they want to keep coming back to

1 the Indemnification Agreement like the jury has something to
2 do with it. I'm sorry, but you don't.

3 Trial Transcript – 03/04/2019 – Page 66, Line 1-6. The Court specifically confirmed and
4 acknowledge these representations made to the jury in its *Order After Equitable Trial* stating,
5 “the attorney’s argued to the jury that this Court would decide the validity of the ACPAs and
6 indemnification agreements...” *Order After Equitable Trial*, page 14, lines 20-21.

7 Consistent with the authority concerning the trial of equitable claims cited by this
8 Court, the *Pre-Trial Order* that was the “playbook” for the trial of the Parties’ claims and the
9 representations made during the Jury Trial, the jury was not presented with a jury question
10 concerning the validity of these documents. *See Verdict; Pre-Trial Order*. The determination
11 concerning the validity of these documents was to be made by the Court during the bench trial
12 on equitable claims.
13

14 Despite all of the above, the Court decided to neither confirm nor deny the ACPAs and
15 purported Indemnification Agreements on the basis that the “jury verdict is an implicit
16 rejection of Wendy’s arguments” and “[t]he jury constructively approved and affirmed the
17 ACPAs and indemnification agreements when it reached its verdict.” *Order After Equitable*
18 *Trial*, page 14, lines 24-25, & page 15, lines 3-4. This is directly contrary to the role required
19 of the Court in relation to the trial of equitable claims as confirmed in the authority cited in the
20 *Pre-Trial Order*.³ If the Court rules it cannot make any decision about a fact issue that would
21 fall within the jury verdict, then the Court has completely eliminated the equitable trial
22 responsibility and the Court's equitable jurisdiction; there is no precedent for a jury award to
23 eviscerate the Court's jurisdiction to make equitable rulings. Particularly, when the jury did
24
25

26
27 ³ See *Pre-Trial Order*, page 3, lines 3-7. (“In Nevada, the constitutional right to a jury trial does not extend
28 to equitable matters. *Harom v. Tanner Motor Tours*, 79 Nev. 4, 20, 377 P.2d 622, 630 (1963); *Musgrave*
v. Casey, 68 Nev. 471, 474, 235 P.2d 729, 731 (1951) (‘It is elemental that in a suit in equity the judgment
or decree must be based upon finding of the court rather than a jury verdict.’)” (emphasis added).

1 not even specifically consider and rule upon the equitable issues. Therefore, it was error for
2 the Court to defer its findings and rulings concerning the validity of the ACPAs and the
3 purported Indemnification Agreements to the jury.

4 This is especially the case considering the jury was repeatedly told that it was the
5 Court's role to decide the validity of the ACPAs and purported Indemnification Agreements,
6 not the jury's role.

7
8 **But, ladies and gentlemen, the scope, bindingness [sic],**
9 **validity and effectiveness of that document is before Judge**
10 **Hardy to be determined, yet they want to keep coming back to**
11 **the Indemnification Agreement like the jury has something to**
12 **do with it. I'm sorry, but you don't.**

13 Trial Transcript – 03/04/2019 – Page 66, Line 1-6. (Closing Argument by Mr. Kent Robison).

14 If the jury properly performed its role, which must be presumed, the jury verdict does
15 not contemplate or reflect the jury's findings or conclusions concerning the validity of the
16 ACPAs and purported Indemnification Agreements. It is entirely possible the jury heard the
17 evidence and concluded some or all these documents were not valid. Because of the instructions
18 of counsel throughout trial and the lack of jury questions concerning same, the *Verdict* could
19 not and would not reflect such a conclusion by the jury. As a result, Wendy was prejudiced by
20 the procedure⁴ established and implemented for trying these equitable claims and was prevented
21 from having a fair trial.

22 It was harmful error for the Trustees or Todd, in his Individual capacity, to continuously
23 argue the validity of the Indemnification Agreement and ACPAs are not for the jury to decide.
24 If the jury decided the Indemnification Agreement or any one of the ACPAs were invalid, they
25

26
27 ⁴ (1) presenting all of the information to the jury concerning these disputed documents, (2) representing
28 to the jury that it is not the jurors' role to consider the "scope, bindingness, validity and effectiveness" of
these documents, (3) having the jury consider and return a jury verdict with no questions concerning the
validity of these documents and (4) the Court rely on the jury verdict to instruct its findings and decisions
on the validity of these documents.

1 were told not to consider them, which, more likely than not, lead them to them believing they
2 could not be considered for purposes of breach of fiduciary duty. The latter confused the jury
3 and was harmful; harm that could not be cured, if it was up to the jury to decide the validity of
4 such documents. This is the very reason the Court must decide their validity and application
5 and whether Todd or, ostensibly, his Co-Trustees - affirmatively or by acquiescence - has
6 properly applied them to personally acquire the property of the Family Trust. Without a specific
7 question about validity being presented to the jury, it is legally, impossible for the jury to have
8 ruled, expressly or constructively, one way or the other on these subjects. Todd, in all his
9 capacities, is estopped from arguing the jury cannot decide validity or application of the
10 purported Indemnity Agreements or ACPAs because that decision is up to the Court and, now,
11 argue those decisions were subsumed by the jury or, worse, accept the benefits of his incorrect
12 application of the law.
13

14
15 Pursuant to NRCP 59(e), Wendy requests this Court reconsider and amend or alter the
16 *Judgment* to declare the ACPAs and the purported Indemnification Agreements Invalid and to
17 rescind all transactions and payments made based upon the purported Indemnification
18 Agreements.

19
20 Further, Wendy requests this Court further amend its *Judgment* to declare that, due to the
21 invalidity of the Indemnification Agreements and the ACPAs and the fact that the Accountings still
22 include debt to be forgiven by the Trustees based upon these documents, the SSJ's Issue Trust and
23 Family Trust Accountings for 2014, 2015, 2016 and 2017 are insufficient on their face, cannot be
24 approved because they do not provide sufficient information for the Court or the beneficiaries to
25 approve them and do not exonerate anything in relation to all that is reported therein.

26
27 Finally, Wendy requests the Court to disapprove and disallow all transactions that Todd
28 claims fall under the Indemnification Agreement because no one, not a single witness, could testify
to how it was to be applied. The only witness anyone deferred to about its application and the effect

1 of it on the Trust administration was Kevin Riley, and Todd never called him as a witness, which
2 means it was and is impossible for Todd to meet his burden of proof that his, apparent,
3 interpretation of its application is correct (Todd could not even support his application as reported
4 in the Accountings for the Trusts).

5
6 In the alternative, pursuant to NRCP 59(a), Wendy requests this Court grant a new trial
7 concerning the validity of the ACPAs and purported Indemnification Agreements and the
8 recession of transactions and payments made based upon the purported Indemnification
9 Agreements. Wendy is entitled to a new trial because of the irregularity of the proceedings that
10 determined Wendy's equitable claims concerning the validity of the ACPAs and purported
11 Indemnification Agreements. Such irregularities prevented Wendy from having a fair trial on
12 these issues. NRCP 59(a)(1)(A).

13
14 **C. Error Point 2 - Todd, Individually, Not Entitled to Recover Fees and Costs**
15 **from Wendy.**

16 On March 11, 2019, Todd, Individually, Incline TSS, Ltd. and Duke Lake Ranch, LLC
17 filed the *Memorandum of Costs and Disbursements Incurred in case No. PR17-00446* ("Memo
18 of Costs").

19 On March 13, 2019, Todd, Individually, Incline TSS, Ltd. and Duke Lake Ranch, LLC
20 filed the *Motion for Order Awarding Costs and Attorney's Fees for Todd Jaksick, Individually,*
21 *Duck Lake Ranch, LLC, and Incline TSS, Ltd.* ("Motion for Fees and Costs"). The *Motion for*
22 *Fees and Costs* sought an award from Wendy of the attorney's fees of Todd, Individually,
23 Duck Lake and Incline TSS (i) in the amount \$705,690.50 and costs in the amount of
24 \$68,834.07 based on **NRS 18.010** and **NRS 18.020** or, alternatively, (ii) attorney's fees in the
25 amount of \$436,331 and costs in the amount of \$68,834.07 based on **NRCP 68**.

26
27 On March 21, 2019, Todd, Individually, Incline TSS, Ltd. and Duke Lake Ranch, LLC
28 filed the *Todd Jaksick, Individually, Incline TSS, Ltd., and Duck Lake Ranch, LLC's*

1 *Supplement to Memorandum of Costs and Disbursements Incurred in Case No. PR17-00445*
2 (“Supplement to Memo of Costs”).

3 On March 25, 2019, Wendy filed Petitioner *Wendy A. Jaksick’s Opposition to Motion*
4 *for Attorney’s Fees* (“Opposition to Attorney’s Fees and Costs”).

5 On March 25, 2019, Todd, Individually, Incline TSS, Ltd. and Duke Lake Ranch, LLC
6 filed the *Notice of Withdrawal of Memorandums of Costs and Disbursement and Supplement*
7 (“Notice of Withdrawal”), withdrawing the *Memorandum of Costs* filed on March 11, 2019
8 and the *Supplement to Memorandum of Costs* filed on March 21, 2019.

9
10 **i. Todd Not Entitled to Costs Under NRS 18.020.**

11 In order to recover under NRS 18.020, a party must be determined to be a “prevailing
12 party.” NRS 18020. Additionally, under NRS 18.020, any award of costs to a prevailing party
13 is subject to the Court’s discretion in determining the reasonableness of the amounts to be
14 awarded. *Schwartz v. Estate of Greenspun*, 110 Nev. 1042, 1050, 881 P.2d 638, 643 (1994)
15 (“The district court retains discretion, however, in determining the reasonableness of the
16 amounts and the items of cost to be awarded.”)

17 On March 23, 2023, Wendy filed a *Verified Memorandum of Costs* (“Wendy’s Memo
18 of Costs”) seeking the recovery of her costs from the Family Trust and SSJ’s Issue Trust as a
19 result of the *Judgment*. On April 21, 2020, this Court entered the *Order Denying Wendy*
20 *Jaksick’s Costs*. In the *Order*, the Court states: “Here, several competing parties could argue
21 for prevailing party status. ... Given the entirety of this case proceeding, this Court intends to
22 conclude that neither Wendy Jaksick nor Todd Jaksick is the prevailing party.” *Order*,
23 page 2, lines 5-8 (emphasis added).

24 Because the Court confirmed Todd is not a prevailing party in its *Order Denying*
25 *Wendy Jaksick’s Costs*, Todd is not entitled to an award of costs under NRS 18.020.

26
27 **ii. Todd Not Entitled to Fees Under NRS 18.010.**

1 Under NRS 18.010(2)(b), the Court may award attorney's fees only if the Court finds
2 Wendy's claims or defenses "were brought or maintained without reasonable ground or to
3 harass the prevailing party."

4 The Court confirmed Wendy's claims against Todd as trustee were brought in good
5 faith. *Order After Equitable Trial*, page 19, lines 6-7. Because Wendy's claims against Todd
6 in his capacities as Trustees were brought in good faith and Todd had exposure to satisfy some
7 or all of the liability for these claims in his Individual capacity (and in fact was a necessary
8 party in his Individual capacity to obtain a valid and enforceable judgment),⁵ the good faith
9 finding must also apply to Wendy's decision to bring and maintain her claims against Todd,
10 in his Individual capacity.

11
12 **iii. Todd Not Entitled to Fees and Costs Under NRCP 68.**

13
14 Todd, in his Individual capacity, was and is not entitled to an award of costs under
15 NRCP 68. NRCP 68 is a mechanism to encourage settlement however it is not to be used
16 "force plaintiffs to unfairly forego legitimate claims." *See Beattie v. Thomas*, 99 Nev. 579,
17 587 668 P.2d 268, 274 (Nev. 1983) (citing *Armstrong v. Riggi*, 549 P.2d 753 (Nev. 1976). An
18 offer of judgment must be an authentic attempt to settle a dispute. *Order After Equitable Trial*,
19 page 18, lines 13-14. The offer of judgment is not automatically conferred. *Id.* Based on the
20 relevant authority, the Court provided further guidance on the application of NRCP 68 in the
21 *Order After Equitable Trial*, as follows:
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⁵ This is discussed in further detail in Section II(C)(iii) herein below.
Page 13 of 26

1 On one side, offers that are appropriate in time and amount will cause the non-
2 offering party to become realistic and engage in genuine risk/benefit analyses. These
3 offers shift a calculated risk as trial approaches. To be an effective mechanism to resolve
4 disputes before trial, they should be in an amount the non-offering party cannot decline in
5 good faith. Defendants who perceive no liability exposure chafe against making time- and
6 amount-appropriate offers because they resent the payment of any money to a party they
7 perceive will not prevail at trial. On the other side, offering parties sometimes make time-
8 and amount-inappropriate offers *they expect to be rejected*. These offers do not facilitate
9 settlement--they are strategic devices to shift the risk of fees by offering illusory
10 consideration to end litigation.

11 *Order After Equitable Trial*, pages 18-19.

12 The offer of judgment from Todd, in his Individual Capacity, ("Offer of Judgment") was
13 for the "total sum of TWENTY-FIVE THOUSAND DOLLARS and 00/100 (\$25,000.00) and
14 no more, which sum includes all interest, costs, attorneys' fee or otherwise which have accrued
15 to date. **Exhibit 1.** Based on the circumstances, this cannot be considered a legitimate offer to
16 settle Wendy's claims against him.

17 a) Fiduciary Has Individual Liability for Breaches of Fiduciary Duty and Failures
18 to Properly Administer Trust.

19 Wendy's claims against Todd, in his various capacities, included claims arising from the
20 accounting deficiencies, breaches of fiduciary duty, conspiracy to commit breach of fiduciary
21 duty and aiding and abetting breach of fiduciary duty. One of the main reasons Todd was joined
22 as a party to this lawsuit was to ensure that any judgment resulting from these claims against
23 Todd, in his fiduciary capacities, but payable or enforceable against Todd, in his Individual
24 capacity, would be valid, enforceable and collectable against Todd.⁶

25
26
27 ⁶ The Co-Trustees in their Individual capacities are separate and distinct legal persons from the Co-
28 Trustees in their fiduciary capacities. *Mona v. Eighth Judicial District Court of State in and for County*
of Clark, 380 P.3d 836, 842 (2016) (holding the Co-Trustee was, in her individual capacity, distinct legal
person and stranger to Co-Trustee in her representative capacity as Co-Trustee of the Trust). NRS

1 Your Honor considered this very issue when you ruled on the Kimmel's motion for
2 summary judgment. Kimmel filed a motion for summary judgment seeking the dismissal of
3 Wendy's claims against him in his Individual and Co-Trustee capacities. On January 14, 2019,
4 Your Honor entered the *Order Granting in Part and Denying in Part Motion for Summary*
5 *Judgment* (the "Order Denying Kimmel MSJ"), which denied Kimmel's summary judgment in
6 relation to Wendy's claims "arising from alleged accounting deficiencies and related breaches
7 of fiduciary duty, including conspiracy to commit such breaches, as to Mr. Kimmel in both his
8 capacities as trustee and individually." *Order Denying Kimmel MSJ*, page 13, lines 4-6. A true
9 and correct copy of the *Order* is attached hereto as **Exhibit 3**. Your *Order* confirmed Kimmel,
10 as a Co-Trustee, could have personal liability for his failures as a Co-Trustee and, therefore,
11 was a proper party in his Individual capacity based on Wendy's claims. The authority and
12 reasoning cited in the *Order* is, as follows:
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24 153.031 and other Nevada authority⁶ authorizes recovery of damages, attorneys' fees and costs from a
25 trustee personally under certain circumstances, such when a trustee is determined to be negligent in the
26 performance of or breached his or her fiduciary duties. Because a district court is empowered to render
27 a judgment either for or against a person or entity only if it has jurisdiction over the parties and the subject
28 matter, the failure to sue and make the Co-Trustees parties in their individual capacities would render any
judgment against the Co-Trustees personally void. *C.H.A. Venture v. G.C. Wallace Consulting Engineers, Inc.*, 106 Nev. 381, 383, 794 P.2d 707, 708 (1990) (confirming that district court was powerless to enter any form of valid judgment imposing liability against person or entity not properly served and made party to the lawsuit).

1 D. Inclusion of Mr. Kimmel as Counter-Respondent in an Individual Capacity

2 In addition to the issues raised in his capacity as co-trustee, Mr. Kimmel asserts
3 there is no factual or legal basis for him to remain in this case as an individual.

4 Historically, trustees were personally liable for all liabilities incurred in the course
5 of trust administration, with the trustee receiving indemnity from the trust if appropriate.
6 Restatement (Third) of Trusts § 105 (2012). The modern approach is to authorize suit
7 against the trustee in his or her representative capacity and excuse the trustee from
8 personal liability "to the extent the trustee acted properly." *Id.* Modern doctrine,
9 however, "does not insulate a trustee from also being sued in an individual capacity . . .

1 [q]uestions of personal liability, fiduciary authority, and trustee fault are often best
2 resolved in the same litigation.” *Id.*

3 Under Nevada law, a person’s representative capacity as the co-trustee of a trust is
4 distinguished from his or her individual capacity and “the differing capacities are
5 generally treated as two different legal personages.” *Mona v. Dist. Ct.*, 132 Nev. Adv. Op.
6 72, 380 P.3d 836, 842 (2016) (quoting *Bender v. Williamsport Area Sch. Dist.*, 475 U.S. 534,
7 543-44 (1986)). NRS 163.140(1) illustrates the consequences of these differing capacities.
8 Where a trustee is found to be liable in his or her representative capacity, “collection [may
9 be] had from the trust property.” *Id.* By contrast, a trustee may be held personally liable
10 for any tort committed by the trustee if he or she is “personally at fault.” NRS 163.140(4).
11 Similar logic can be found in NRS Chapter 165, which addresses trustee accounting. A
12 trustee who fails to provide an account pursuant to the terms of the trust instrument, or
13 when required to under statute, is personally liable to each person entitled to receive an
14 account who complied with proper procedure for demanding accounting. NRS 165.148(1).
15 The trustee shall not expend trust funds to satisfy the trustee’s personal liability for such a
16 failure to provide accounting. *Id.* As discussed above, there are genuine issues of material
17 fact as to whether the co-trustees have provided adequate and accurate accountings to
18 Wendy as a beneficiary in the period of time following Mr. Kimmel’s appointment. In
19 accordance with NRS 165.148(1), Mr. Kimmel may be held personally liable if such a
20 failure is found. Further, if Mr. Kimmel is found to have breached his fiduciary duty with
21 respect to any disclosures not made to Wendy, it is appropriate that trust funds not be
22 used to remedy any resulting damages. Whether Mr. Kimmel has personally conversed or
23 maintained a friendly relationship with Wendy is immaterial, as the central issue is
24 whether it is appropriate to hold the trust financially accountable for his alleged breach.
25 Accordingly, Mr. Kimmel’s motion for summary judgment with respect to his inclusion in
26 this matter in an individual capacity is denied.

27 *Id.*, page 11, line 20 – page 12, line 26.

28 Because fiduciaries can and are held liable in their Individual capacities for certain
actions, including breaches of fiduciary duty, the individual liability resulting from or
associated with fiduciary claims must be considered in the NRCP 68 analysis. In other words,
when considering an award of fees under NRCP 68, the fiduciary’s exposure to individual

1 liability for its fiduciary acts must be considered in all aspects of the analysis. A failure to
2 include this individual liability exposure when considering an Offer of Judgment made by a
3 fiduciary in their Individual capacity results in an incomplete assessment. This is prejudicial
4 to the offeree and would discourage beneficiaries or others suing fiduciaries from joining the
5 fiduciaries to lawsuits in their Individual capacities when doing so is necessary to obtain a
6 valid and enforceable judgment.

8 b) Wendy Obtained More Favorable Judgment than Todd's Offer of Judgment.

9 The penalties of NRCP 68 apply to an offeree "[i]f the offeree rejects an offeree and
10 fails to obtain a more favorable judgment." NRCP 68(f)(1) (emphasis added). Todd's Offer of
11 Judgment in his Individual capacity was \$25,000.00. The *Judgment* requires the following
12 payments by Todd, in his **Individual capacity**:

- 14 i. \$15,605.34 to Wendy;
- 15 ii. all fees paid to Todd by the SSJ's Issue Trust and the Family Trust to the
16 SSJ's Issue Trust and the Family Trust; and
- 17 iii. twenty-five percent (25%) of all attorney's fees paid by the SSJ's Issue
18 Trust and the Family Trust in this litigation to SSJ's Issue Trust and the
Family Trust.

19 Todd, in his Individual capacity, must pay \$58,250.00 to the SSJ's Issue Trust and
20 \$20,790.00 to the Family Trust for a total amount of \$79,040.00⁷ to repay the Trustee's fees he
21 received. Relevant pages from the SSJ Issue Trust and Family Trust Accountings confirming
22 these amounts are attached hereto as **Exhibit 2**. Todd, in his Individual capacity, must pay, at
23 a minimum, \$124,661.56,⁸ in attorney's fees to the Family Trust and an additional amount of
24

26 ⁷ These number may not include all fees Todd received and are not intended to be an admission of the
27 maximum amount required to be repaid by Todd.

28 ⁸ This number is based on Exhibit 4 to the *Motion for Attorneys' Fees and Costs* filed by Michael S.
Kimmel on September 4, 2020. In the *Motion*, Mr. Kimmel, as Co-Trustee of the Family Trust, alleges
the attorney's fees incurred by the Family Trust from May 1, 2018 through the entry of the Judgment
totaled \$498,646.25. See following chart from Mr. Kimmel's *Motion*:

1 attorney's fees to the Issue Trust. In fact, Todd in *Todd B. Jaksick's Motion to Amend Judgment*,
2 which was filed on April 29, 2020, admits that "[a]ccording to the math involved in various
3 filing in this matter, **Todd could be required to pay \$500,000 or more to the two trusts as**
4 **an individual.**" *Todd B. Jaksick's Motion to Amend Judgment*, dated April 20, 2020, page 3,
5 lines 3-4 (emphasis added).
6

7 As a result of Wendy's claims, Todd, in his Individual capacity, must pay, at a minimum,
8 \$219,306.90, but likely \$500,000 or more (according to Todd's own calculations) that directly
9 benefits Wendy and/or her beneficial interests in the SSJ's Issue Trust and Family Trust. This
10 is far in excess of Todd's \$25,000.00 Offer of Judgment.

11 c) Alternatively, Todd's Offer of Judgment Not Authentic Attempt to Settle
12 Wendy's Claims.
13

14 When Todd's Individual liability exposure arising and resulting from his breaches of
15 fiduciary duty and other fiduciary wrongdoing are included in the NRCP 68 analysis under the
16 *Beattie* factors, Todd's Offer of Judgment in his Individual capacity was not an authentic
17 attempt to settle Wendy's claims and cannot be the basis for an award of fees and costs.

18 a. Wendy's Claims Against Todd Were Brought in Good Faith.
19
20

21 **Family**
22 **Trust**
23 **17454.008**

Attorney	Hours Post 4/30/18	Fees Post 4/30/18
DAL	723.25	\$ 325,462.50
LRL	53.50	\$ 22,768.75
BCM	24.25	\$ 8,487.50
CKR	293.25	\$ 95,943.75
KDM	219.45	\$ 45,983.75
Total	1,313.70	\$ 498,646.25

1 Todd argued in his *Motion for Fees and Costs* the Court apparently relied on in making
2 its award that Wendy's refusal to accept his Offer of Judgment for \$25,000.00 was in bad faith
3 because Wendy had no reason to sue Todd individually. *Motion*, page 5, line 25 – page 6, line
4 1.

5
6 The Court concluded in the *Order After Equitable Trial* that Wendy's claims against
7 Todd in his capacities as trustees were brought in good faith. See *Order After Equitable Trial*,
8 page 19, lines 6-7. The Court supported its conclusion stating, "Wendy's concerns are
9 countenanced, in large part, by the questions raised by the accountings, Stan's separate
10 allegations against Todd, document anomalies, and the optics of Todd's disproportionate benefit
11 from Sam's business and trust affairs." *Id.*, page 19, lines 8-10.

12
13 Because Wendy's claims against Todd in his capacities as Trustees were brought in good
14 faith and Todd had exposure to satisfy some or all of the liability for these claims in his Individual
15 capacity (and in fact was a necessary party in his Individual capacity to obtain a valid and
16 enforceable judgment), the good faith finding must also apply to Wendy's decision to bring and
17 maintain her claims against Todd, in his Individual capacity.

18 b. Todd's Offer Was Not Reasonable and in Good Faith in Timing and Amount.

19
20 The Court also concluded that Todd's Offers of Judgments were not reasonable and in
21 good faith. *Order After Equitable Trial*, page 19, lines 20-21. The Offers of Judgement were
22 made six months after Wendy filed her *Amended Counter-Petition*, when discovery was in its
23 infancy. *Id.*, page 19, lines 18-19. The Court supported its conclusion stating, "given the
24 financial and documentary complexity, discovery delays and disputes (including Todd's
25 continued depositions long after the offer of judgment were made), the untimely accountings,
26 incomplete discovery, and the amounts in controversy, the offer does not appear to be made with
27 good-faith intention of settling Wendy's claims." *Id.*, page 23-26, lines 18-19.
28

1 Because the Court determined the Todd's Offer of Judgment was not made with the
2 good-faith intention to settle Wendy's claims against him and Todd knew Wendy would not
3 accept \$25,000 to resolve her claims against him in his capacity as trustee, it is logically
4 inconsistent to conclude same does not apply to Wendy's claims against Todd, in his Individual
5 capacity, because the liability for same could ultimately be applied and required to be satisfied
6 by Todd, in his Individual capacity. If Wendy had accepted the Offer of Judgment and settled
7 all her claims against Todd, in his Individual capacity, may have foreclosed some of all of her
8 right to recover additional damages awarded against him Individually for his acts as Trustees.
9

10 c. Wendy's Decision to Reject Offer was Reasonable.

11 The Court further concluded that Wendy's decision to reject Todd's offer in his capacity
12 as trustee was not grossly unreasonable or in bad faith. *Order After Equitable Trial*, page 21,
13 lines 3-6. In fact, the Court states that, "Todd knew, or should have known, the fees incurred
14 through continuing litigation alone would substantially overshadow the offered amounts. Todd
15 knew, or should have known, that Wendy would never accept \$25,000 to resolve her claims
16 against him as trustee." *Id.*, page 19, lines 22-25. Because of Todd's Individual liability
17 exposure for his breaches of fiduciary duties and other wrongdoing as Trustees, it was equally
18 reasonable for Wendy to reject Todd's Offer of Judgment made in his Individual capacity.
19 Again, accepting Todd's Offer may have foreclosed some of all of her right to recover additional
20 damages awarded against him Individually for his acts as Trustees.
21
22

23 d. Fees Sought By Todd are Not Reasonable and Justified in Amount.

24 Todd's fees and costs awarded were not reasonable and justified in amount.

25 As an initial issued, on March 25, 2019, Todd filed his *Notice of Withdrawal*,
26 withdrawing the *Memorandum of Costs* filed on March 11, 2019 and the *Supplement to*
27 *Memorandum of Costs* filed on March 21, 2019. This *Memo* and *Supplemental Memo* were the
28 supporting documents for the fees and expenses sought in Todd's *Motion for Fees and Costs*.

1 These Memos were never resubmitted or refiled by Todd. As a result, the fees and costs sought
2 in Todd's *Motion for Fees and Costs* are not supported by documents and other support
3 sufficient to for the Court to determine the fees were reasonable and actually incurred or
4 reasonable and necessarily incurred. *See Cadle Co. v. Woods & Erickson, LLP*, 131 Nev. 114,
5 345 P.3d 1049 (2015).
6

7 Beyond failing to include information necessary to support the fees and costs sought,
8 Todd failed to establish the fees incurred by his Individual counsel did not overlap the fees his
9 fiduciary counsel incurred for the defense of claims for which he was determined to have
10 breached his fiduciary duty. Todd was paying separate law firms to represent him in his
11 Individual capacity and capacities as Trustee throughout the litigation. Most of the efforts of
12 counsel and most expenses paid overlap. The law firm representing Todd in his Individual
13 capacity paid for some expenses while the law firm representing Todd in his fiduciary capacities
14 paid for other expenses. Todd Jaksick, in his capacity as Trustee of the SSJ Issue Trust and as
15 Co-Trustee of the Family Trust, should not be allowed to shift costs of the Trusts that he is not
16 entitled to recover in certain capacities to other capacities he may be entitled to recover. Todd's
17 *Motion for Fees and Costs* did not confirm these costs were separate and not payable by Todd
18 in his fiduciary capacities.
19
20

21 **iv. Award of Fees and Costs to Todd, in his Individual Capacity, was Error.**

22 Based on the above, Todd, in his Individual capacity, was not and is not entitled to an
23 award of fees or costs under NRS 18.010, NRS 18.020 or NRCP 68. The Court's *Order*
24 *Denying Wendy Jaksick's Costs* confirms Todd was not a "prevailing party" entitled to an award
25 under NRS 18.020. There are no findings or orders that Wendy brought or maintained her
26 claims against Todd without reasonable ground or to harass Todd, so Todd is not entitled to an
27 award of fees under NRS 18.010.
28

Based on Todd's own admission in his recent filing seeking to amend the *Judgment*, he could be required to pay \$500,000 or more in his Individual capacity. *See Todd B. Jaksick's Motion to Amend Judgment*, dated April 20, 2020, page 3, lines 3-4 (emphasis added). This \$500,000 or more in Individual liability is the result of claims brought against Todd in his fiduciary capacities by Wendy. Because this Individual liability exposure is a legitimate and valid reason to pursue claims against a fiduciary in the fiduciary's Individual capacity, it must be part of the NRCP 68 evaluation of whether a party obtains a more favorable judgment than a rejected offer of judgment.

Ignoring this Individual liability exposure results in an incomplete NRCP 68 analysis and is unfair and prejudicial to the party suing the fiduciary. This is the only way to find that Wendy did not obtain a “more favorable judgment” than Todd’s \$25,000 Offer of Judgment, when Todd, Individually, is required to pay \$500,000 or more to Wendy or to Trusts Wendy has a beneficial interest. Accordingly, it was error not to consider this Individual liability exposure associated with Wendy’s fiduciary claims when the Court conducted its NRCP 68 analysis and when the Court awarded fees and costs to Todd based upon such error.

Pursuant to NRCP 59(e), Wendy requests this Court reconsider and amend or alter the *Judgment* to eliminate the attorney's fees and costs award in favor of Todd, in his Individual capacity, in the amount of \$505,165.07 against Wendy. In the alternative, pursuant to NRCP 59(a), Wendy requests this Court grant a new trial concerning the award of fees and costs in the *Judgment* to Todd, in his Individual capacity.

III. CONCLUSION

For the reasons set forth above, Wendy respectfully requests the court consider this *Motion* and alter and amend the *Judgment* to (i) determine and declare the ACPAs invalid, (ii) determine and declare the purported Indemnity Agreements invalid and order the recession of the transactions and payments associated with the purported Indemnity Agreements, (iii)

1 determine and declare that because the Accountings still include debt to be forgiven by the
2 Trustees based upon the Indemnification Agreements, the SSJ's Issue Trust and Family Trust
3 Accountings for 2014, 2015, 2016 and 2017 are insufficient on their face, cannot be approved,
4 (iv) disapprove and disallow all transactions that Todd claims fall under the Indemnification
5 Agreement and (v) eliminate the award of Todd's attorney's fees against Wendy or, in the
6 alternative, grant Wendy a new trial on these issues.

7
8 **AFFIRMATION STATEMENT**

Pursuant to NRS 239B.030

9 The undersigned does hereby affirm that this **MOTION TO ALTER OR AMEND**
10 **JUDGMENT OR, ALTERNATIVELY, MOTION FOR NEW TRIAL** filed by Wendy A.
11 Jaksick in the above-captioned matter does not contain the social security number of any person.

12 DATED this 29th day of April, 2020.

13 **FOX ROTHSCHILD LLP**

14 /s/ Mark J. Connot

15 Mark J. Connot (10010)
16 1980 Festival Plaza Drive, Suite 700
Las Vegas, Nevada 89135

17 **SPENCER & JOHNSON, PLLC**

18 /s/ R. Kevin Spencer

19 R. Kevin Spencer (*Admitted PHV*)
20 Zachary E. Johnson (*Admitted PHV*)
21 500 N. Akard Street, Suite 2150
Dallas, Texas 75201
22 *Attorneys for Respondent/Counter-Petitioner*
23 *Wendy A. Jaksick d*
24
25
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1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I certify that I am an employee of FOX ROTHSCHILD LLP and
3 that on this 29th day of April, 2020, I served a true and correct copy of **MOTION TO ALTER**
4 **OR AMEND JUDGMENT OR, ALTERNATIVELY, MOTION FOR NEW TRIAL** by the
5 Court's electronic file and serve system addressed to the following:

6
7 Kent Robison, Esq.
8 Therese M. Shanks, Esq.
9 Robison, Sharp, Sullivan & Brust
10 71 Washington Street
11 Reno, NV 89503
12 *Attorneys for Todd B. Jaksick, Beneficiary*
13 *SSJ's Issue Trust and Samuel S. Jaksick, Jr.,*
14 *Family Trust*

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19 *Samuel S. Jaksick, Jr. Family Trust*

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Reno, NV 89505
Attorneys for Stanley S. Jaksick

20 DATED this 29th day of April, 2020.

21 /s/ Doreen Loffredo
22 An Employee of Fox Rothschild LLP
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INDEX OF EXHIBITS

EXHIBIT	DESCRIPTION	PAGES
1	Todd B. Jaksick, as an Individual, Offer of Judgment to Wendy Jaksick	5
2	Excerpts of Financial Statements	18
3	Order Granting in Part and Denying in Part Motion for Summary Judgment	13

EXHIBIT 1

EXHIBIT 1

1 2635
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12 *Attorneys for Todd B. Jaksick, Individually, and as Beneficiary,*
13 *SSJ's Issue Trust and Samuel S. Jaksick, Jr., Family Trust*

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IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

In the Matter of the:

SSJ's ISSUE TRUST.

CASE NO.: PR17-00445

DEPT. NO.: 15

In the Matter of the:

SAMUEL S. JAKSICK, JR., FAMILY TRUST.

CASE NO.: PR17-00446

DEPT. NO.: 15

WENDY JAKSICK,

Respondent and Counter-Petitioner,

v.

TODD B. JAKSICK, AS AN INDIVIDUAL,
OFFER OF JUDGMENT TO
WENDY JAKSICK

TODD B. JAKSICK, Individually, as Co-
Trustee of the Samuel S. Jaksick Jr. Family
Trust, and as Trustee of the SSJ's Issue Trust;
MICHAEL S. KIMMEL, Individually and as
Co-Trustee of the Samuel S. Jaksick Jr. Family
Trust; STANLEY S. JAKSICK, Individually
and as Co-Trustee of the Samuel S. Jaksick Jr.
Family Trust; KEVIN RILEY, Individually, as
Former Trustee of the Samuel S. Jaksick Jr.
Family Trust, and as Trustee of the Wendy A.
Jaksick 2012 BHC Family Trust,

Petitioners and Counter-Respondents

1 STANLEY JAKSICK,
2 Respondent and Counter-Petitioner,
3 v.
4 TODD B. JAKSICK, Individually and as Co-
Trustee of the Samuel S. Jaksick Jr. Family
5 Trust.
Petitioner and Counter-Respondent.

6
7 **TO: WENDY JAKSICK AND HER COUNSEL OF RECORD:**

8 Pursuant to Rule 68 of the Nevada Rules of Civil Procedure, Defendant, Todd B. Jaksick,
9 individually, and only in his capacity as individual, hereby offers to allow judgment to be taken
10 against him, only in his individual capacity, in this action in the total sum of TWENTY-FIVE
11 THOUSAND DOLLARS and 00/100 (\$25,000.00) and no more, which sum includes all interest,
12 costs, attorneys' fees or otherwise which have accrued to date.

13 If you accept this offer and give written notice thereof within ten (10) days after service of
14 same, you may file the Offer and the Notice of Acceptance, together with the Proof of Service
15 thereof, and thereupon the Clerk is authorized to enter Judgment in accordance with the provisions
16 of Rule 68 of the Nevada Rules of Civil Procedure.

17 In accordance with the provisions of Rule 68 of the Nevada Rules of Civil Procedure, if
18 this offer is not accepted within ten (10) days from the date of service of same, it shall be deemed
19 withdrawn.

20 ///

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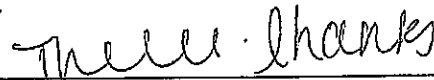
28 ///

AFFIRMATION
Pursuant to NRS 239B.030

The undersigned does hereby affirm that this document does not contain the social security number of any person.

DATED this 29th day of August 2018.

ROBISON, SHARP, SULLIVAN & BRUST
A Professional Corporation
71 Washington Street
Reno, Nevada 89503



KENT R. ROBISON
THERESE M. SHANKS

*Attorneys for Todd B. Jaksick, Individually, and as
Beneficiary, SSJ's Issue Trust and
Samuel S. Jaksick, Jr., Family Trust*

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of ROBISON, SHARP, SULLIVAN & BRUST, and that on this date I caused to be served a true copy of the **TODD B. JAKSICK, AS AN INDIVIDUAL, OFFER OF JUDGMENT TO WENDY JAKSICK** on all parties to this action by the method(s) indicated below:

X by placing an original or true copy thereof in a sealed envelope, with sufficient postage affixed thereto, in the United States mail at Reno, Nevada, addressed to:

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L. Robert LeGoy, Jr., Esq.
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7 Attorneys for Respondent Wendy A. Jaksick

8 _____ by using the Court's CM/ECF electronic service system courtesy copy addressed to:

9 _____ by electronic email addressed to:

10 _____ by personal delivery/hand delivery addressed to:

11 _____ by facsimile (fax) addressed to:

12 _____ by Federal Express/UPS or other overnight delivery addressed to:

13 DATED: This 29th day of August, 2018.


14 
15 V. JAYNE FERRETTO
16 Employee of Robison, Sharp, Sullivan & Brust

EXHIBIT 2

EXHIBIT 2

SSJ'S ISSUE TRUST
FINANCIAL STATEMENTS
April 21, 2013 to December 31, 2013

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SSJ'S ISSUE TRUST
SCHEDULE E1 - EXPENSES, RBC WEALTH MANAGEMENT
For the period beginning April 21, 2013 and ending December 31, 2013

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Amount</u>	<u>Totals</u>
11/30/13	EFT	Todd Jaksick	\$ 2,500.00	
12/31/13	EFT	Todd Jaksick	<u>2,500.00</u>	
		Total trustee fees		\$ 5,000.00
7/26/13	EFT	Nevada Prongom LLC	<u>172.60</u>	
		Total Interest expense		172.60
7/31/13	EFT	RBC Wealth Management	20.00	
7/31/13	EFT	RBC Wealth Management	<u>20.00</u>	
		Total bank charges		40.00
TOTAL EXPENSES, RBC WEALTH MANAGEMENT				<u><u>\$ 5,212.60</u></u>

See accountant's compilation report

SSJ'S ISSUE TRUST
FINANCIAL STATEMENTS
January 1, 2014 to December 31, 2014

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SSJ'S ISSUE TRUST
SCHEDULE D1 - EXPENSES, RBC WEALTH MANAGEMENT
For the period beginning January 1, 2014 and ending December 31, 2014

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Amount</u>	<u>Totals</u>
8/22/14	EFT	RBC Wealth Management	\$ 20.00	
9/30/14	EFT	RBC Wealth Management	20.00	
9/30/14	EFT	RBC Wealth Management	20.00	
		Total bank charges		\$ 60.00
1/30/14	EFT	Todd Jaksick	2,500.00	
2/28/14	EFT	Todd Jaksick	2,500.00	
3/31/14	EFT	Todd Jaksick	2,500.00	
4/30/14	EFT	Todd Jaksick	2,500.00	
5/31/14	EFT	Todd Jaksick	2,500.00	
6/30/14	EFT	Todd Jaksick	2,500.00	
9/30/14	EFT	Todd Jaksick	2,500.00	
10/31/14	EFT	Todd Jaksick	2,500.00	
11/30/14	EFT	Todd Jaksick	2,500.00	
12/31/14	EFT	Todd Jaksick	2,500.00	
		Total trustee fees		25,000.00
9/24/14	counter ck	Rossmann MacDonald & Benetti CPA's	3,125.00	
		Total accounting		3,125.00
5/13/14	counter ck	US Treasury	10,015.00	
9/8/14	counter ck	US Treasury	130.08	
		Total Internal Revenue Service		10,145.08
TOTAL EXPENSES, RBC WEALTH MANAGEMENT				<u>\$ 38,330.08</u>

See accountant's compilation report

SSJ'S ISSUE TRUST
FINANCIAL STATEMENTS
January 1, 2015 to December 31, 2015

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SSJ'S ISSUE TRUST
SCHEDULE D - EXPENSES
For the period beginning January 1, 2015 and ending December 31, 2015

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Amount</u>	<u>Totals</u>
1/15/15	EFT	Todd Jaksick	\$ 2,500.00	
2/15/15	EFT	Todd Jaksick	2,500.00	
3/15/15	EFT	Todd Jaksick	2,500.00	
4/15/15	EFT	Todd Jaksick	2,500.00	
5/15/15	EFT	Todd Jaksick	2,500.00	
6/15/15	EFT	Todd Jaksick	2,500.00	
7/15/15	EFT	Todd Jaksick	2,500.00	
8/15/15	EFT	Todd Jaksick	2,500.00	
9/15/15	EFT	Todd Jaksick	750.00	
10/15/15	EFT	Todd Jaksick	750.00	
11/15/15	EFT	Todd Jaksick	750.00	
12/15/15	EFT	Todd Jaksick	750.00	
		Total trustee fees		\$ 23,000.00
10/20/15	counter ck	Rossmann MacDonald & Benetti CPA's	2,530.00	
		Total accounting		2,530.00
9/10/15	counter ck	Franchise tax board	239.00	
		Total Internal Revenue Service		239.00
9/10/15	counter ck	US Treasury	5,829.00	
10/15/15	counter ck	US Treasury	213.01	
		Total Internal Revenue Service		6,042.01
TOTAL EXPENSES				<u><u>\$ 31,811.01</u></u>

See accountant's compilation report

SSJ'S ISSUE TRUST
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January 1, 2016 to December 31, 2016

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SSJ'S ISSUE TRUST
SCHEDULE E - EXPENSES
For the period beginning January 1, 2016 and ending December 31, 2016

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Amount</u>	<u>Totals</u>
1/16/16	EFT	Todd Jaksick	\$ 750.00	
2/16/16	EFT	Todd Jaksick	750.00	
3/16/16	EFT	Todd Jaksick	750.00	
4/16/16	EFT	Todd Jaksick	750.00	
5/16/16	EFT	Todd Jaksick	750.00	
6/16/16	EFT	Todd Jaksick	750.00	
7/16/16	EFT	Todd Jaksick	750.00	
		Total trustee fees		\$ 5,250.00
8/30/16	counter ck	Home Camp Land & Livestock	9.00	
		Total Interest expense		9.00
3/16/16	counter ck	Maupin Cox & LeGoy	2,737.50	
10/27/16	counter ck	Maupin Cox & LeGoy	3,094.00	
12/6/16	counter ck	Maupin Cox & LeGoy	1,206.25	
		Total legal fees		7,037.75
9/13/16	counter ck	Franchise tax board	11.00	
		Total Franchise Tax Board		11.00
9/13/16	counter ck	US Treasury	4.00	
		Total Internal Revenue Service		4.00
TOTAL EXPENSES				<u><u>\$ 12,311.75</u></u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST

FINANCIAL STATEMENTS

April 21, 2013 to March 31, 2014

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SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1H - EXPENSES
FIRST INDEPENDENT BANK #772
For the period beginning April 21, 2013 and ending March 31, 2014

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Principal</u>	<u>Income</u>	<u>Totals</u>
EXPENSES (continued):					
1/15/14	9202	ARLO R. STOCKHAM		1,388.45	1,388.45
1/15/14	9200	JAMES CORICA		244.32	244.32
1/15/14	9201	NANETTE J. CHILDERS		461.75	461.75
1/31/14	9215	ARLO R. STOCKHAM		1,388.45	1,388.45
1/31/14	9214	NANETTE J. CHILDERS		369.40	369.40
2/14/14	9221	ARLO R. STOCKHAM		1,388.45	1,388.45
2/14/14	9220	JAMES CORICA		520.85	520.85
2/14/14	9219	NANETTE J. CHILDERS		369.40	369.40
2/28/14	9242	ARLO R. STOCKHAM		1,388.45	1,388.45
2/28/14	9241	NANETTE J. CHILDERS		424.81	424.81
3/14/14	9256	ARLO R. STOCKHAM		1,388.45	1,388.45
3/14/14	9257	JAMES CORICA		520.85	520.85
3/14/14	9251	NANETTE J. CHILDERS		498.69	498.69
3/31/14	9264	ARLO R. STOCKHAM		1,388.45	1,388.45
3/31/14	9263	NANETTE J. CHILDERS		406.34	406.34
		Total salaries	-	32,279.97	32,279.97
11/26/13	9158	ARKADIN, INC.		100.00	100.00
		Total telephone	-	100.00	100.00
10/11/13	9120	TODD JAKSICK	1,000.00	1,000.00	2,000.00
11/29/13	9178	TODD JAKSICK	1,000.00	1,000.00	2,000.00
12/13/13	9187	TODD JAKSICK	1,000.00	1,000.00	2,000.00
2/13/14	9223	TODD JAKSICK	750.00	750.00	1,500.00
2/13/14	9224	TODD JAKSICK	1,250.00	1,250.00	2,500.00
		Total trustee fees	5,000.00	5,000.00	10,000.00
7/11/13	EFT	UNKNOWN UTILITY PAYMENT		250.85	250.85
8/6/13	EFT	AT&T		592.20	592.20
8/8/13	9049	WASHOE COUNTY TREASURER		321.40	321.40
8/8/13	9048	WASTE MANAGEMENT OF NEVADA		65.82	65.82
8/20/13	9059	NV ENERGY		338.95	338.95
9/4/13	9075	WASHOE COUNTY		125.00	125.00
9/17/13	EFT	AT&T		242.92	242.92
9/17/13	EFT	AT&T		43.84	43.84
9/30/13	EFT	WATER BILL PAID FOR QUAIL ROCK		336.66	336.66
10/16/13	EFT	AT&T		85.09	85.09
10/16/13	EFT	AT&T		51.37	51.37
10/24/13	EFT	NV ENERGY		366.16	366.16
10/24/13	EFT	NV ENERGY		3.50	3.50
11/14/13	EFT	AT&T		265.80	265.80
11/14/13	EFT	AT&T		79.05	79.05
11/26/13	9165	WASHOE COUNTY TREASURER		162.39	162.39

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
FINANCIAL STATEMENTS
April 1, 2014 to March 31, 2015

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SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE II - EXPENSES
FIRST INDEPENDENT BANK #772
For the period beginning April 1, 2014 and ending March 31, 2015

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Principal</u>	<u>Income</u>	<u>Totals</u>
EXPENSES (continued):					
2/20/15	9498	Bank of America - reimbursements		1,750.52	1,750.52
2/20/15	9495	Dawn Jaksick		395.54	395.54
		Total travel	<u>-</u>	<u>2,146.06</u>	<u>2,146.06</u>
7/23/14	9365	Todd Jaksick	1,000.00	1,000.00	2,000.00
8/28/14	9393	Stan Jaksick	500.00	500.00	1,000.00
8/28/14	9394	Todd Jaksick	1,000.00	1,000.00	2,000.00
9/2/14	9401	Stan Jaksick	900.00	900.00	1,800.00
9/2/14	9404	Todd Jaksick	1,750.00	1,750.00	3,500.00
10/3/14	9437	Stan Jaksick	795.00	795.00	1,590.00
10/3/14	9438	Todd Jaksick	1,645.00	1,645.00	3,290.00
		Total trustee fees	<u>7,590.00</u>	<u>7,590.00</u>	<u>15,180.00</u>
4/30/14	9281	Washoe County Treasurer		124.32	124.32
5/2/14	9291	Waste Management of Nevada		65.82	65.82
5/15/14	9300	Washoe County Treasurer		66.88	66.88
5/22/14	9306	Nevada Energy		244.95	244.95
6/27/14	9329	Nevada Energy		295.90	295.90
6/27/14	9331	Washoe County Treasurer		191.84	191.84
7/24/14	9352	Washoe County Treasurer		434.24	434.24
7/24/14	9366	Nevada Energy		292.82	292.82
8/21/14	9381	Nevada Energy		360.03	360.03
8/21/14	9382	Waste Management of Nevada		65.82	65.82
8/28/14	9395	Washoe County Treasurer		209.62	209.62
9/2/14	9413	Nevada Energy		450.00	450.00
9/2/14	9414	Washoe County Treasurer		200.00	200.00
10/1/14	9431	Washoe County Treasurer		217.05	217.05
11/13/14	9460	Nevada Energy		350.52	350.52
2/19/15	9491	Washoe County Treasurer		40.95	40.95
2/19/15	9493	Truckee Meadows water authorit		27.28	27.28
2/19/15	9494	Nevada Energy		427.07	427.07
		Total utilities - rental	<u>-</u>	<u>4,065.11</u>	<u>4,065.11</u>
TOTAL EXPENSES			<u>\$ 111,456.53</u>	<u>\$ 168,627.50</u>	<u>\$ 280,084.03</u>

See accountant's compilation report

FILED
Electronically
PR17-00445
2020-04-29 05:59:34 PM
Jacqueline Bryant
Clerk of the Court
Transaction # 7855894 : sacordag

EXHIBIT 3

EXHIBIT 3

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

In the Matter of the Administration of the
SSJ'S ISSUE TRUST.

Case No. PR17-00445

Dept. No. 15

CONSOLIDATED

In the Matter of the Administration of the
SAMUEL S. JAKSICK, JR. FAMILY TRUST.

Case No. PR17-00446

Dept. No. 15

**ORDER GRANTING IN PART AND DENYING IN PART MOTION FOR
SUMMARY JUDGMENT**

Before this Court is petitioner/counter-respondent Michael S. Kimmel's opposed Motion for Summary Judgment, dated October 23, 2018. This Court has reviewed all moving papers; it now finds and orders as follows:

I. Background and Procedural History¹

This consolidated action involves two trusts. However, only the Samuel S. Jaksick, Jr. Family Trust ("Family Trust") is relevant to the present motion. The Family Trust was established by Samuel Jaksick, Jr. on or about December 4, 2003, with Samuel² as initial trustee. On June 29, 2006, Samuel executed the Family Trust Agreement (As Restated).

¹ These are not findings of fact; this section simply summarizes the relevant facts found in the pleadings and exhibits attached to the parties' filings.

² This Court typically adheres to formalities but elects to use first names to simplify these facts.

1 On December 10, 2012, Samuel executed a Second Amendment to the Family Trust, the
2 validity of which is presently disputed. The trust became irrevocable in its entirety upon
3 Samuel's death in 2013. At that time, Samuel's two sons, Todd and Stanley Jaksick, and
4 accountant Kevin Riley, became the successor co-trustees. However, Mr. Riley
5 subsequently resigned. On December 13, 2016, Todd appointed Mr. Kimmel to replace
6 Mr. Riley as co-trustee. The beneficiaries of the Family Trust are Samuel's three children:
7 Todd, Stanley, and Wendy Jaksick.

8 On August 2, 2017, Todd and Mr. Kimmel, in their capacities as co-trustees of the
9 Family Trust, filed a Petition for Confirmation of Trustees and Admission of Trust to the
10 Jurisdiction of the Court, and for Approval of Accountings and Other Trust
11 Administration Matters. On January 19, 2018, Wendy filed a Counterpetition to Surcharge
12 Trustees for Breach of Fiduciary Duties, for Removal of Trustees and Appointment of
13 Individual Trustees, and for Declaratory Judgment and Other Relief ("counterpetition").
14 The counterpetition names Mr. Kimmel as a counter-respondent both in his individual
15 capacity and as co-trustee of the Family Trust, and asserts causes of action for (1) breach of
16 fiduciary duties; (2) failure to disclose and adequately account; (3) civil conspiracy and
17 aiding and abetting; (4) aiding and abetting breaches of fiduciary duty; (5) fraud; and
18 (6) unjust enrichment. The counterpetition also requests removal of the trustees with
19 appointment of new, independent trustees and declaratory relief regarding the validity of
20 a number of challenged agreements relating to trust matters.

21 On February 6, 2018, Todd and Mr. Kimmel filed a motion to dismiss the
22 counterpetition on the basis that Wendy violated the no-contest provisions of the trust
23 documents and thus had no standing in this matter. On February 23, 2018, Wendy filed
24 her First Amended Counterpetition. This Court denied the motion to dismiss on
25 March 30, 2018. On April 13, 2018, Mr. Kimmel filed his answer to the First Amended
26 Counterpetition.

27 In the amended counterpetition, Wendy raises a number of concerns regarding
28 administration of the Family Trust and alleges breaches of fiduciary duties by its

1 co-trustees. First, she questions the veracity of the Second Amendment to the Family
2 Trust, executed on December 10, 2012, stating she did not sign the agreement and does not
3 believe Samuel would have done so either. However, she indicates she does not, at this
4 time, contest the Second Amendment. Second, Wendy alleges the Family Trust co-trustees
5 have failed to keep her informed and to fully disclose information concerning the assets
6 and property of the trust. Third, she alleges the co-trustees used trust property for their
7 personal benefits at the expense of her interest in the trust. Wendy points to three
8 instances where she believes disposition of trust property to be improper: (1) use of
9 insurance proceeds to pay debt associated with the Lake Tahoe Property; (2) sale of real
10 property owned by Bright Holland, Co.; and (3) distribution of proceeds from the sale of
11 Bronco Billy's Casino. Each transaction is discussed in further detail below. Finally,
12 Wendy contests the validity of an indemnification agreement, purportedly executed by
13 Samuel on January 1, 2008, indemnifying Todd for certain actions taken as trustee of the
14 Family Trust as well as pursuant to other family business.

15 In his motion, Mr. Kimmel asserts multiple bases for his argument that summary
16 judgment is appropriate with respect to Wendy's claims against him. First, he argues
17 Wendy's counterpetition was not properly verified and is therefore invalid. Second, he
18 asserts he should not have been named individually in this case. Third, he argues
19 summary judgment is also appropriate regarding the claims against him as co-trustee
20 because the majority of the alleged breaches occurred prior to his appointment as
21 co-trustee.

22 II. Law and Analysis

23 A. Summary Judgment

24 Summary judgment is appropriate where "the pleadings, depositions, answers to
25 interrogatories and admissions on file, together with affidavits . . . show there is no
26 genuine issue as to any material fact and that the moving party is entitled to a judgment as
27 a matter of law." NRCP 56(c). The pleadings and the record are construed in the light
28 most favorable to the non-moving party. Wood v. Safeway, Inc., 121 Nev. 724, 732, 121

1 P.3d 1026, 1031 (2005). The moving party has the burden of showing an absence of a
2 genuine issue of material fact. Cuzze v. Univ. & Cmty. Coll. Sys. of Nev., 123 Nev. 598,
3 602, 172 P.3d 131, 134 (2007). A factual dispute will be considered genuine if the evidence
4 is such that a rational trier of fact could return a verdict in favor of the non-moving party.
5 Turner v. Mandalay Sports Entm't, LLC, 124 Nev. 213, 216-17, 180 P.3d 1172, 1174-78
6 (2008). Once the moving party has satisfied his or her burden, the burden shifts and the
7 non-moving party "must set forth specific facts showing that there is a genuine issue for
8 trial. If the [non-moving party] does not so respond, summary judgment, if appropriate,
9 shall be entered against the [non-moving] party." NRCP 56(e). Motions for summary
10 judgment are often filed but rarely granted because the standard is so rigorous.

11 B. Verification of Counterpetition

12 As an initial matter, Mr. Kimmel argues Wendy's counterpetition is invalid because
13 it is not properly verified. NRS 132.270 defines a petition in a probate matter as a "verified
14 written request to the court for an order." Pursuant to NRS 15.010(1), a pleading shall be
15 verified "by affidavit of the party filing the pleading, unless the party is absent from the
16 county where the attorneys resides, or from some cause unable to verify it, or the facts are
17 within the knowledge of the party's attorney or other person verifying the same." Further,
18 when the pleading is verified by a person other than the party, including the party's
19 attorney, the person verifying shall set forth in the affidavit the reasons why the
20 verification is not made by the party. NRS 15.010(2).

21 In Heintzelman v. L'Amoureux, 3 Nev. 377, 1867 WL 2006 (1867), the Supreme Court
22 of Nevada addressed verification of an answer signed by an attorney on behalf of a foreign
23 corporation with officers located in Nevada. Although the case was reversed on other
24 grounds, the court found the verification to be inadequate. However, it further observed
25 the proper practice to object to the verification would have been "to return the answer,
26 with a notification that it would not be accepted for want of proper verification." Id. at 379,
27 1867 WL 2006 at *2. By contrast, acceptance of the answer, without objection, should be
28 treated as a waiver. Id. at 380, 1867 WL 2006 at *2. The court also noted that even if the

1 answer had been stricken, the defendant should have been allowed to correct the
2 imperfection in the verification. Id. at 380, 1867 WL 2006 at *3. The Nevada Supreme
3 Court has since cited Heintzelman in support of its holding that failure to properly verify a
4 complaint in an unlawful detainer action may be waived when the opposing party files an
5 answer thereto. See Musso v. Triplett, 78 Nev. 355, 357, 372 P.2d 687, 689 (1962).

6 Wendy's initial and amended counterpetitions were verified by Zachary Johnson,
7 an attorney authorized to practice law in Texas. Both petitions were filed prior to this
8 Court's order admitting Mr. Johnson to practice in this matter pursuant to SCR 42.
9 However, regardless of whether Mr. Johnson was, at the time of filing, Wendy's attorney
10 or some "other person" with knowledge under NRS 15.010(1), the verification did not state
11 the reasons why verification was not made by Wendy. Thus, it failed to comply with the
12 procedural requirements of NRS 15.010(2). However, in the intervening period between
13 the counterpetition and his motion for summary judgment, Mr. Kimmel filed a motion to
14 dismiss the counterpetition as well as an answer and errata to that answer without ever
15 raising the issue of proper verification. Accordingly, this Court finds any objection to
16 Wendy's failure to adequately verify her counterpetition is waived.³

17 C. Claims Arising from Facts Predating Mr. Kimmel's Appointment

18 Mr. Kimmel also argues that summary judgment is appropriate because most of the
19 allegations asserted in Wendy's counterpetition occurred prior to his appointment as
20 trustee.

21
22 ³ While objection to Wendy's procedural noncompliance with verification requirements has been waived,
23 this Court also notes it is not concerned that the underlying purpose of verification under NRS 132.270 has
24 been contravened. Mr. Johnson is Wendy's attorney and was located in a different county than her at the
25 time the counterpetition was filed. It is reasonable to infer that this is the reason the counterpetition was
26 verified by counsel rather than Wendy herself. Mr. Johnson is an attorney in good standing in the state of
27 Texas who has since been admitted by this Court to practice in the present matter and who has consented to
28 the jurisdiction of the courts and disciplinary boards of the State of Nevada. Nevada Counsel of Record had,
at the time of the verification of the counterpetition, agreed to associate with Mr. Johnson and to ensure this
proceeding is tried and managed in accordance with all applicable Nevada procedural and ethical rules.
Mr. Johnson's verification states he has conducted diligent inquiry of the facts contained within the
counterpetition and has reviewed pertinent documents and that the counterpetition is true as to the best of
his knowledge. Mr. Johnson and Mr. Connot's interactions with this Court have not given it any reason to
question the veracity of these assertions.

1 A trustee is not liable to the beneficiary for a breach of trust committed by a
2 predecessor trustee. Restatement (Second) of Trusts § 223 (1959); see also Albertazzi v.
3 Albertazzi, 2018 WL 4053319, at *4 (D. Nev. Aug. 24, 2018) (dismissing counterclaim
4 against successor co-trustee for loss of trust assets by initial trustees prior to their
5 resignation and her appointment). However, he or she may be liable to the beneficiary for
6 a breach of trust if he or she knows or should know of a situation constituting a breach
7 committed by a predecessor and improperly permits it to continue or neglects to take
8 proper steps to redress the breach. Id.

9 The 2006 Family Trust Agreement (as Restated) further limits liability of a trustee
10 for conduct prior to his or her appointment. Under Trustee Provisions, para. C, the
11 agreement states:

12 No successor Trustee is to be liable for any act, omission, or
13 default of a predecessor Trustee. Unless requested in writing
14 within 180 days of appointment by an adult beneficiary of this
15 trust, no successor Trustee is to have any duty to investigate or
16 review any action of a predecessor Trustee and may accept the
17 accounting records of the predecessor Trustee showing assets
on hand without further investigation and without incurring
any liability to any person claiming or having an interest in the
trust.

18 It is necessary for this Court to examine the specific allegations of fact underlying
19 each of Wendy's claims to determine if each arises solely from actions pre-dating
20 Mr. Kimmel's appointment or involves allegations about Mr. Kimmel's actions as a trustee
21 or those he was otherwise aware of and failed to rectify. However, compelling a redress of
22 a breach of trust is but one of many reasons a beneficiary may seek to petition the court
23 regarding the affairs of a trust. See NRS 153.031(m). A beneficiary may also seek relief
24 from the court in the form of settling accounts, instructing the trustee, compelling the
25 trustee to report information about the trust, or appointing or removing a trustee.
26 NRS 153.031(f)-(k). Thus, in addition, it is necessary for this Court to determine whether
27 Mr. Kimmel, as a current trustee, is the appropriate party to address some other aspect of
28 trust affairs as enumerated in NRS 153.031.

1
2 General Allegations. In her general allegations, Wendy points to four specific
3 events or transactions that underlie most of her overlapping claims for breach of fiduciary
4 duties, civil conspiracy and aiding and abetting of the same, fraud, and unjust enrichment.
5 Specifically she raises concerns regarding sale and payment of debt associated with the
6 Lake Tahoe Property; sale of property owned by Bright Holland, Co; and distribution of
7 proceeds from the sale of Bronco Billy's Casino. She also challenges the validity of the
8 2008 indemnification agreement between Samuel and Todd. Each transaction is discussed
9 in further detail below.

10 *Lake Tahoe Property.* At the time of his death, Samuel lived in a home located in
11 Incline Village, Nevada ("Lake Tahoe Property"). The 2006 Restated Family Trust
12 Agreement lists the Lake Tahoe Property as property owned by the trust. However, on
13 December 5, 2011, Samuel transferred interest in the property from the Family Trust to
14 SSJ, LLC, a company he wholly owned. Subsequently, on December 28, 2012, the Lake
15 Tahoe Property was transferred to Incline TSS, Ltd., allegedly controlled by Todd. Wendy
16 alleges that shortly following Samuel's death in early 2013, Todd convinced her and
17 Stanley to consent to use proceeds from Samuel's insurance policy to pay debt on the Lake
18 Tahoe Property, without informing them the property was no longer wholly owned by the
19 Family Trust. Wendy thus contests this consent agreement and alleges Todd withheld
20 information regarding his ownership interest in the property. According to Wendy's
21 allegations, all transfers of the Lake Tahoe Property occurred prior to Samuel's death,
22 when he was sole trustee. Further, Todd's alleged failure to disclose the entities with
23 ownership interests in the Lake Tahoe home occurred in the days following Samuel's
24 death in early 2013, when the alleged agreement to pay debts on the property occurred.
25 Mr. Kimmel was appointed as co-trustee in December 2016. Thus, there is no genuine
26 issue as to any material fact creating duties for Mr. Kimmel as trustee with regard to this
27 property.
28

1 *Indemnification Agreement.* On January 1, 2008, Samuel and Todd purportedly
2 signed a document titled Indemnification and Contribution Agreement. The agreement
3 recognized that both Samuel and Todd had entered into several transactions with respect
4 to family business which required them to make payments or subject themselves to
5 potential liability. It further stated Samuel's wishes to indemnify Todd "with respect to
6 any claims, liability, obligations for demand, threatened, pending or completed action, [or]
7 suit" arising from this family business. The agreement also provided a non-exclusive list
8 of specific obligations and the particulars of Samuel's intent to indemnify Todd for them.
9 Wendy alleges she only became aware of this agreement two years after Samuel's death,
10 in approximately early 2015, and contends Todd forged, altered, or manufactured the
11 document. She thus asks that all obligations avoided as a result of the indemnification
12 agreement be enforced against Todd. Mr. Kimmel was appointed as co-trustee at least a
13 year after Wendy alleges Todd forged the agreement. Further, she does not allege
14 Mr. Kimmel has personally sought indemnification under the agreement or otherwise
15 used or benefited from it. Thus, there is no genuine issue as to any breach by Mr. Kimmel
16 with regard to the indemnification agreement.

17 *Bright Holland, Co. Property.* Bright Holland, Co. is a Nevada corporation in which
18 the Family Trust holds an ownership interest. On June 10, 2016, Bright Holland sold a
19 parcel of real property known as "Fly Ranch" to the Burning Man Project. Wendy asserts
20 it was Todd who negotiated and executed this sale, but did not inform her the sale had
21 occurred. Further, she alleges she has a 13% interest in Bright Holland, Co. as part of the
22 BHC Family Trust, but the trustee of the BHC Family Trust has denied her requests for
23 distributions from the proceeds of the sale. Mr. Kimmel was appointed as co-trustee of
24 the Family Trust in December 2016, six months after the sale of Fly Ranch. Wendy has
25 failed to show Mr. Kimmel has any duty to make distributions to her under the BHC
26 Family Trust. Thus, there is no genuine issue as to any breach by Mr. Kimmel with regard
27 to the sale of Fly Ranch by Bright Holland.
28

1 *Bronco Billy's Casino*. At the time of its execution, the Family Trust owned stock in
2 Pioneer Group, Inc., which owned a casino in Colorado known as "Bronco Billy's Casino."
3 In April 2013, Samuel gifted 6% of the issued and outstanding stock in Pioneer Group each
4 to Todd and Stanley. Samuel did not gift any Pioneer Group stock to Wendy. The Second
5 Amendment to the Family Trust provided that the remaining stock in Pioneer Group be
6 distributed equally between Todd, Stanley, and Wendy. However, on July 16, 2013, Todd,
7 Stanley, Wendy, and Mr. Riley signed an Agreement and Consent to Proposed Action,
8 agreeing to alter the Family Trust's distributions. As a result, the remaining Pioneer
9 Group stock was distributed to two equal trusts for the benefit of Todd and Stanley only,
10 with the expectation that that the two trusts would sell equalizing amounts of stock to a
11 trust for Wendy's benefit when and if she obtained a Colorado gaming license. In May
12 2016, Pioneer Group sold Bronco Billy's Casino. The proceeds of the sale were distributed
13 into Todd and Stanley's subtrusts. However, Wendy's petition to redress indicates the
14 funds were ultimately redeposited from the two subtrusts back into the Family Trust,
15 where Wendy alleges they were used for "general purposes" rather than to fund Samuel's
16 estate plan. Wendy alleges that both the distribution of the Pioneer Group stock to Todd
17 and Stanley was improper and the co-trustees breached their fiduciary duties by failing to
18 provide full disclosure to her regarding the Bronco Billy's Casino sale. Mr. Kimmel was
19 appointed as co-trustee in December 2016, more than three years after the consent
20 agreement between the beneficiaries and seven months after the sale of Bronco Billy's.
21 Thus, there is no genuine issue of fact as to any breach by Mr. Kimmel with regard to the
22 Pioneer Group Stock or the sale of Bronco Billy's.

23 While this Court finds there are no genuine issues of material fact supporting
24 claims against Mr. Kimmel in any capacity with respect to the specific dispositions of
25 property and documents described above, this alone is not determinative as to whether
26 summary judgment is appropriate. Accordingly, this Court turns to Wendy's additional
27 requests for relief.
28

1 Failure to Adequately Account. In addition to the specific transactions described
2 above, Wendy also alleges the co-trustees failed to provide her with clear and accurate
3 accountings regarding the administration of the trust, resulting in a breach of their
4 fiduciary duties, and asks that they now be compelled to account. Pursuant to the 2006
5 Family Trust Agreement (as Restated), following the death of the grantor, the trustee must
6 render accountings "at least annually to each beneficiary who is entitled to receive current
7 discretionary or mandatory distributions." In addition to the accounting requirements
8 enumerated in the trust itself, in order to satisfy the duty to account under Nevada law, a
9 trustee shall deliver an account to each current beneficiary within 90 days after the end of
10 the period of account and within 60 days of a request made under NRS 165.141.
11 NRS 165.1207-1214. Except as otherwise provided by the trust instrument, a trustee is not
12 required to provide an account more than once in any calendar year unless ordered by a
13 court upon good cause shown. NRS 165.1214(3).

14 As attachments to the Petition for Confirmation, Todd and Mr. Kimmel provided
15 four trust financial statements covering periods from April 21, 2013, to December 31, 2016.
16 On September 24, 2018, Todd and Mr. Kimmel filed a supplement to the Petition for
17 Confirmation, which contained an additional financial statement for the period from
18 April 1, 2016 to December 31, 2017. Wendy acknowledges these accountings were
19 provided to her, but asserts they do not meet the form and content requirements of
20 NRS 165.135. No accountings for the Family Trust addressing periods after December 31,
21 2017, have been provided to this Court as part of the pleadings.⁴ Upon initial review, the
22 provided financial statements appear to be prepared by a certified public accountant
23 (CPA) and generally include summaries of the information listed in NRS 165.135(1).
24 However, whether these summaries are correct and complete representations of the state
25 of the trust is a question of fact which must be addressed at trial. This is especially the
26 case where the accompanying CPA cover letter indicates they did not "verify the accuracy

27
28 ⁴ This Court acknowledges that NRS 165.1214 provides 90 days from the end of the period of account for the
Trustee to deliver an accounting. Thus, an accounting for the period from January 1, 2018 to
December 31, 2018, is not yet due to the beneficiaries.

1 or completeness of the information provided by the trustees" and "[t]he trustees have
2 elected to omit substantially all of the disclosures required by accounting principles
3 generally accepted in the United State of America." Further, given the dates of the
4 accompanying CPA cover letters for each financial accounting, there is a genuine issue as
5 to whether they were delivered to the beneficiaries within the time requirements of
6 NRS 165.1214. Thus, summary judgment is not appropriate with respect to this claim.

7 Removal of Trustees. A beneficiary may petition the court to remove a trustee.
8 NRS 153.031(k). The court may, for cause shown and upon notice to the beneficiaries,
9 relieve a trustee from any or all duties. NRS 163.180. Mutual hostility between
10 beneficiaries and the trustee may create grounds for such removal where it interferes with
11 proper administration of the trust. Restatement (Third) of Trusts § 37 (2003); see also In re
12 Gilmaker's Estate, 57 Cal.2d 627, 371 P.2d 321 (1962); Matter of Malone's Estate, 42 Colo.
13 App. 353, 597 P.2d 1049 (1979). The numerous pleadings in this case evidence a significant
14 breakdown in communication and mutual respect between Wendy and the co-trustees of
15 the Family Trust. Separate from a determination of breach of duties, there is a genuine
16 issue of material fact as to whether the relationship between Wendy and Mr. Kimmel has
17 so degraded that it may impede any further administration of the trust such that
18 appointment of a new successor trustee is warranted. Thus summary judgment is not
19 appropriate with respect to this portion of Wendy's counter-petition.

20 D. Inclusion of Mr. Kimmel as Counter-Respondent in an Individual Capacity

21 In addition to the issues raised in his capacity as co-trustee, Mr. Kimmel asserts
22 there is no factual or legal basis for him to remain in this case as an individual.

23 Historically, trustees were personally liable for all liabilities incurred in the course
24 of trust administration, with the trustee receiving indemnity from the trust if appropriate.
25 Restatement (Third) of Trusts § 105 (2012). The modern approach is to authorize suit
26 against the trustee in his or her representative capacity and excuse the trustee from
27 personal liability "to the extent the trustee acted properly." Id. Modern doctrine,
28 however, "does not insulate a trustee from also being sued in an individual capacity . . .

1 [q]uestions of personal liability, fiduciary authority, and trustee fault are often best
2 resolved in the same litigation." Id.

3 Under Nevada law, a person's representative capacity as the co-trustee of a trust is
4 distinguished from his or her individual capacity and "the differing capacities are
5 generally treated as two different legal personages." Mona v. Dist. Ct., 132 Nev. Adv. Op.
6 72, 380 P.3d 836, 842 (2016) (quoting Bender v. Williamsport Area Sch. Dist., 475 U.S. 534,
7 543-44 (1986)). NRS 163.140(1) illustrates the consequences of these differing capacities.
8 Where a trustee is found to be liable in his or her representative capacity, "collection [may
9 be] had from the trust property." Id. By contrast, a trustee may be held personally liable
10 for any tort committed by the trustee if he or she is "personally at fault." NRS 163.140(4).
11 Similar logic can be found in NRS Chapter 165, which addresses trustee accounting. A
12 trustee who fails to provide an account pursuant to the terms of the trust instrument, or
13 when required to under statute, is personally liable to each person entitled to receive an
14 account who complied with proper procedure for demanding accounting. NRS 165.148(1).
15 The trustee shall not expend trust funds to satisfy the trustee's personal liability for such a
16 failure to provide accounting. Id. As discussed above, there are genuine issues of material
17 fact as to whether the co-trustees have provided adequate and accurate accountings to
18 Wendy as a beneficiary in the period of time following Mr. Kimmel's appointment. In
19 accordance with NRS 165.148(1), Mr. Kimmel may be held personally liable if such a
20 failure is found. Further, if Mr. Kimmel is found to have breached his fiduciary duty with
21 respect to any disclosures not made to Wendy, it is appropriate that trust funds not be
22 used to remedy any resulting damages. Whether Mr. Kimmel has personally conversed or
23 maintained a friendly relationship with Wendy is immaterial, as the central issue is
24 whether it is appropriate to hold the trust financially accountable for his alleged breach.
25 Accordingly, Mr. Kimmel's motion for summary judgment with respect to his inclusion in
26 this matter in an individual capacity is denied.

27 ///

28 ///

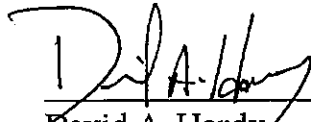
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III. Conclusion

Summary judgment is granted as to all claims arising solely out of the four specific events or transaction detailed previously as brought against Mr. Kimmel. However, summary judgment is denied as to claims arising from alleged accounting deficiencies and related breaches of fiduciary duty, including conspiracy to commit such breaches, as to Mr. Kimmel in both his capacities as trustee and individually. Further, summary judgment is denied as to Wendy's requests for removal of trustees, disgorgement, declaratory relief, and all contests of trust related agreements.

IT IS SO ORDERED.

Dated: January 14, 2019.



David A. Hardy
District Court Judge

2250

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Incline TSS, Ltd., and Duck Lake Ranch, LLC

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

In the Matter of the:

CASE NO.: PR17-00445

SSJ's ISSUE TRUST.

DEPT. NO.: 15

In the Matter of the:

CASE NO.: PR17-00446

SAMUEL S. JAKSICK, JR., FAMILY
TRUST.

DEPT. NO.: 15

WENDY JAKSICK,

Respondent and Counter-Petitioner,

**TODD B. JAKSICK'S MOTION TO
AMEND JUDGMENT**

v.

TODD B. JAKSICK, Individually, as Co-
Trustee of the Samuel S. Jaksick Jr. Family
Trust, and as Trustee of the SSJ's Issue Trust;
MICHAEL S. KIMMEL, Individually and as
Co-Trustee of the Samuel S. Jaksick Jr. Family
Trust; STANLEY S. JAKSICK, Individually
and as Co-Trustee of the Samuel S. Jaksick Jr.
Family Trust; KEVIN RILEY, Individually, as
Former Trustee of the Samuel S. Jaksick Jr.
Family Trust, and as Trustee of the Wendy A.
Jaksick 2012 BHC Family Trust, INCLINE
TSS, LTD.; and DUCK LAKE RANCH, LLC;

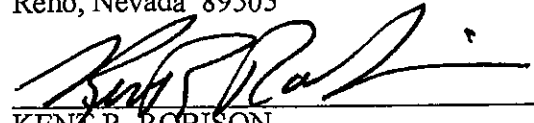
Petitioners and Counter-Respondents.

1 Todd Jaksick, in his individual capacity, moves this Honorable Court for its order
2 amending the judgment entered in this matter on April 1, 2020. This motion is based on Rule
3 59(e) of the Nevada Rules of Civil Procedure and is made because the judgment entered in this
4 action as to Todd Jaksick, individually, is the result of manifest errors of law and fact and
5 constitutes a manifest injustice.

6 This motion is based upon the attached points and authorities, the pleadings on file herein,
7 the evidence admitted in the proceedings and the fundamental notions of the fair and equitable
8 administration of justice.

9 DATED this 29th day of April, 2020.

10 ROBISON, SHARP, SULLIVAN & BRUST
11 A Professional Corporation
12 71 Washington Street
13 Reno, Nevada 89503



14 KENT R. ROBISON

15 THERESE M. SHANKS

16 *Attorneys for Todd B. Jaksick, Individually,*
17 *Incline TSS, Ltd., and Duck Lake Ranch, LLC*

18 **POINTS AND AUTHORITIES**

19 Todd Jaksick, as an individual Counter-Respondent ("Todd"), submits the following points
20 and authorities in support of his motion to amend the judgment.

21 **I.**

22 **INTRODUCTION**

23 **A. The Dilemma of Two Lawsuits in One Lawsuit.**

24 The jury resolved a lawsuit with its March 4, 2019 verdict. The Court resolved a lawsuit
25 with its March 12, 2020 Order After Equitable Trial ("Court's Order"). The jury's resolution is
26 substantially inconsistent with the Court's resolution.

27 The jury completely exonerated Todd as an individual. The Court did not. The
28 inconsistent results cannot be reconciled as fair and appropriate. The jury decided that Todd, as an

1 individual, did nothing wrong. The Court decided to punish Todd with a substantial assessment of
2 attorneys' fees. It also contradicted the spirit and intent of the jury's verdict by ordering Todd to
3 disgorge Trustees' fees paid to him. According to the math involved in various filings in this
4 matter, Todd could be required to pay \$500,000 or more to the two trusts as an individual. Yet,
5 the jury found that Todd, as an individual, did nothing wrong and, as an individual, pays nothing.

6 These incongruent results are exacerbated by the Court's candid recognition that:

7 1. "The facts in support of the equitable claims inextricably overlap with the legal
8 claims presented to the jury." (Court's Order p. 3: 2-3).

9 2. "Wendy is attempting to retry her case to obtain a second review of similar facts
10 and an outcome different from the jury verdict." (*Id.*: 3-5).

11 3. The Court "will not re-visit the identical facts to arrive at a different outcome for
12 Wendy." (*Id.*: 28).

13 4. The Court "... has no authority to dilute or otherwise modify the jury's verdict."
14 (*Id.*: 6-7).

15 5. "Wendy's legal and equitable claims are grounded in the same common facts and
16 are exceedingly difficult to segregate." (*Id.*, p. 7: 2-3).

17 6. "No matter how Wendy frames or argues her equitable claims, she asks this Court
18 to remedy the identical facts and transactions she placed before the jury." (*Id.*, p. 7: 8-9).

19 7. "She [Wendy] now seeks a 'mulligan' by re-arguing to this Court what was over-
20 argued to the jury." (*Id.*: 21-22).

21 8. **"But the constitutional and decisional authorities prevent this Court from**
22 **entering a subsequent order diluting or altering the jury's verdict."** (Emphasis added; p. 8:1-
23 3).

24 However, the Court has entered a subsequent order substantially diluting and altering the
25 spirit and intent of the jury's verdict. Despite the two lawsuits within the same lawsuit being
26 based on the same common facts and argument, dramatically different results occurred as to Todd
27 individually. The Court's reliance on and application of NRS 165.148, NRS 165.200, NRS
28 153.031(3) and NRS 153.070 is understandable in a typical non-jury matter. But, here the Court

1 has applied these statutes to defeat, impugn and render meaningless the jury's verdict in favor of
2 Todd as an individual.

3 **B. Sam Jaksick's Testamentary Intent Cannot be Ignored.**

4 Wherever Sam's spirit resides, it was truly saddened by the Court's Order After Equitable
5 Trial. There is no way Sam would want to see Todd punished as the Court punished Todd in its
6 Order.

7 The Court recognizes the nature of Sam Jaksick's ("Sam's") estate and business endeavors.
8 The evidence reveals that Sam, albeit an aggressive developer and businessman, was unafraid to
9 borrow. He did not and certainly could not trust his daughter Wendy Jaksick ("Wendy") to be
10 involved in the family businesses. Her abuses of Sam need not be repeated. However, Sam
11 trusted his sons, one more than the other. Todd was the son Sam chose to lead the family
12 businesses out of the crises that Sam created by borrowing tens of millions of dollars.

13 While the Court expresses concern that Todd was "marginally sophisticated" as a trustee,
14 the same can be said of Sam. It was Sam, not Todd, that over-leveraged the assets of Sam's estate.
15 It was Sam who did so relying on the knowledge and expertise of professionals. Sam was
16 victimized by the recession. So were Todd and Stan. Sam's reliance on professionals and experts
17 was not dissimilar to Todd's. However, everything Todd did after Sam's passing was approved by
18 some of the best lawyers in Nevada. Nothing Todd did was without the input and approval of
19 Sam's certified public accountant. Sam selected Kevin Riley, not Todd. Sam selected Pierre
20 Hascheff as Sam's legal counsel, not Todd. That Sam mentored Todd to use and rely on the
21 knowledge and expertise of professionals cannot be seriously denied. Yet, Todd is being
22 challenged for his use of and reliance on Maupin Cox & LeGoy and Kevin Riley. Moreover,
23 Stan's duties were no different than Todd's. Yet, Stan get accolades, while Todd gets assessed
24 damages.

25 During the period from 2010 to 2013, Sam recognized Stan's divorce as a serious threat to
26 Sam's business and estate plans. Sam chose Todd. Sam trusted Todd. Sam worked with Todd.
27 And, before Sam's passing, Todd simply did what Sam told him to do. The 2010 plan to get the
28 Tahoe House out of the reach of Sam's creditors was Sam's idea, not Todd's. Todd had to pay for

1 and own a majority interest in certain family businesses because of the estate plan Sam devised,
2 not Todd. The indemnification agreements were Sam's idea, not Todd's.

3 Stan was also the beneficiary of Sam's efforts to protect assets from Sam's creditors. Stan
4 gifted Stan the golf course assets, including the very valuable 50% interest in Toiyabe Investment
5 Company. Stan has done well. Unlike Todd's interests, Stan's came without debt.

6 Naming Todd as the **only** Trustee of the Issue Trust signifies Sam's faith and reliance on
7 Todd as opposed to Stan or Wendy. Naming Todd as the only Co-Trustee of the Family Trust that
8 could appoint successor trustees also speaks volumes about Sam's unmitigated faith and trust in
9 Todd. Todd and Sam were not only father and son, they were friends, partners and companions.

10 Yet, the Court's dicta in its Order After Equitable Trial ("Court's Order") describes Todd
11 much differently than Sam would have. Sam did not see his beloved son as a "disconnected
12 participant" nor as an opportunistic scoundrel. (Court's Order, pp. 4-5). It was Todd who was at
13 his father's side during the heart surgery. It was Todd that helped carry out Sam's very
14 complicated estate plan. It was Todd that tried to assist Sam's attorney, Pierre Hascheff. It was
15 Todd that Sam, more than anyone else, trusted. Todd was anything but a "subtly strategic
16 participant who enriched himself." *Id.* Todd received interests and assets encumbered by huge
17 debt. Stan received debt-free assets. The hypothetical "subtle strategy" backfired as evidenced by
18 Wendy already receiving over \$600,000 in distributions and Stan getting the debt-free interest in
19 the golf course assets, while Todd paid debt. Bob LeGoy's and Kevin Riley's description of Todd
20 is "evidence". According to those expert professionals, Todd did a remarkable job administering
21 Sam's estate and performed as well as Sam could possibly have expected. Yet, the Court's April
22 1, 2020 Judgment punishes Todd in an amount that will likely exceed \$500,000. Sam would be
23 horrified by such a finding.

24 **C. Todd's Interaction With Experts and Professionals.**

25 Todd did not influence, create or promote the indemnification agreements. Sam did. Both
26 sons had an indemnification agreement. Todd did not create the Second Amendment to the
27 Family Trust. Sam and Sam's lawyer did. Indeed, not only was Wendy the one that gained the
28 most from the Second Amendment, she also took and accepted its benefits. She then challenged

1 it. Todd did not suggest, create, promote or cause the option for Incline TSS, Ltd. to purchase the
2 Tahoe house. Sam did. Sam is the one that borrowed millions of dollars using the Tahoe house as
3 collateral. As Trustee, Todd just received a calling and had to cope with the mess Sam left behind.
4 There was no evidence at trial that supports a factual finding to the contrary.

5 The Court correctly notes that the recession did no favors to Sam's prolific borrowing
6 tendencies. But it was Todd that bore the brunt of Sam's ambitious strategies. Sam may have
7 been "sophisticated" but leaving his sons to deal with an incredibly complex estate with over
8 \$30,000,000 of debt was not ingenious. While Stan struggled with his divorce and Wendy
9 engaged in acrimonious diatribe, Todd worked with his father to make it all work as Sam
10 intended. Todd is now being punished for having done so.

11 The Court acknowledges that Sam's estate was complex. Court's Order, p. 7. The
12 testimony of Messrs. Hascheff and LeGoy attest to the same. Kevin Riley, an accomplished
13 accountant, struggled with the complexities. Brian McQuaid assisted, unwinding the tangled mess
14 Sam left behind. Yet, the Court blames Todd for the "inadequate" and "untimely" accountings,
15 referring to him as "marginally sophisticated" (Court's Order, p.4: 8). The truth is, however, few
16 laymen, few lawyers and few accountants could have done any better. Stan certainly did not. Stan
17 turned a blind eye to the mess, but he too relied on professionals. Now, because of Todd, Sam's
18 massive debts are nearly paid.

19 But Todd, not Stan, is chastised and punished for relying on professionals, something Todd
20 is legally required to do. *See* NRS 164.770(1), (3). Not a single accounting was performed or
21 disclosed without the input, control and guidance of Kevin Riley and a member of the Maupin
22 Cox & LeGoy law firm, a law firm referred to by the Court as among the best estate and probate
23 law firms in the state. Kevin Riley, Brian McQuaid and Bob LeGoy, admittedly among the best,
24 were hands on within days of Sam's passing. Yet, what they did or did not do is blamed on Todd,
25 not Stan, and Todd is being financially punished for his reliance on experts and professionals
26 despite the Legislature's clear directive to the contrary.

27 ///
28

1 **D. There Is No Evidentiary Justification For Treating Todd Any Different Than Stan**
2 **and Doing So Is Manifestly Unfair and Unjust.**

3 The Court suggests that Todd had personal interests that obscured his neutrality. So did
4 Stan. Stan still has not accounted for the funds received by Toiyabe, a company in which Sam's
5 Family Trust owns 50%. Furthermore, any successor trustee who is also a beneficiary of the trust
6 that he/she is charged to administer has inherent, unavoidable conflicts of interests. Todd is a
7 beneficiary as much as Stan is.

8 While Sam wanted Todd to enjoy the benefits associated with the ranches, Sam wanted
9 Stan to enjoy the benefit of the golf course assets. The Family Trust has interests in both. Stan's
10 failure to account for the income derived from the golf course ownership and operation enraged
11 Wendy. (Attached as **Exhibit 1** is trial exhibit 23.41). It has been redacted as the Court ordered to
12 delete Wendy's despicable accusations about Stan. But trial exhibit 23.41 (**redacted**) shows how
13 outraged Wendy was with Stan, not Todd. Wendy states to Stan:

14 *"U spend one more dime at montreux, and I will bring your ass down. Ur not going to*
15 *spend money like a king for absolutely no reason. U better not be getting executor fee for*
16 *all this, Todd yes I agree gets one, but you only work for your benefit and*
17 *spend..."(emphasis added).*

18 Trial Exhibit 13-g does the same. It is attached hereto as **Exhibit 2**. Wendy's hostilities
19 directed at Stan (and Todd) are further evidenced by trial exhibit 30 (attached as **Exhibit 3**).
20 Wendy challenged Stan on Stan's refusal to distribute funds from Montreux to the family trust, a
21 crisis that still exists. The family trust owns 50% of Toiyabe Investment and Wendy was correct
22 that Stan was not being fair to the Family trust. Wendy's complaints were as venomous against
23 Stan as they were against Todd. But unlike Stan, Wendy was initially supportive and
24 complimentary of Todd before she lawyered up and entered into a cooperation contract with Stan
25 to go against Todd.

26 In trial exhibit 23-41(**Exhibit 1** hereto), **Wendy commends Todd and criticizes Stan.**
27 She admits that Todd, not Stan, is entitled to fees for administering the estate. So, what happened?
28 In trial exhibit 23-46 (**Exhibit 4** hereto) Wendy demands \$100,000 in exchange for agreeing to a
Bronco Billy deal. Wendy could be and was purchased.

Stan then made a deal with Wendy. It was an ugly, immoral deal. To get Wendy on "his

1 side”, Stan paid Wendy to go after Todd. The Court’s characterization of Stan as credible and
2 having financial fluency (Court’s Order p. 4: 4-5) is not unreasonable until the underlying deal is
3 exposed. The nefarious deal Stan made with Wendy effectively silenced Wendy as Stan’s critic.
4 It also silenced Stan as Wendy’s critic.

5 On December 11, 2017 Stan entered into a written contract with Wendy. He agreed to pay
6 Wendy \$6,250 per month for Wendy’s cooperation to go after Todd. Stan paid money for Wendy
7 to say, “Wendy believes Stan has always been honest in his dealings with Wendy.” Stan paid
8 Wendy so she would sue Todd. Worse, Stan paid money to Wendy for her to agree as follows:

9 “Wendy agrees it is not necessary to include any of Stan’s business interest
10 (Montreux and Toiyabe) in any court proceeding and Wendy will keep her
11 interest in Jaksick Family and Toiyabe Investments LLC. Wendy also will not
12 sue Stan regarding Lakeridge Gold or the Thelma Jaksick Estate business
13 activities in the past.”

14 The December 11, 2017 contract is attached as **Exhibit 5** and was attached to Todd’s
15 Petition filed in these matters on October 12, 2018.

16 The Court’s Judgment alludes to several matters as justification for ordering disgorgement
17 of trustee’s fees and assessing legal fees. They are:

- 18 1. The jury’s finding that Todd breached fiduciary duties as a Trustee and Co-Trustee
19 (Court’s Order, p. 16: 29);
- 20 2. Stan’s allegations and testimony (*Id.* p. 5: 24-25);
- 21 3. The timing and content of the accountings (*Id.* p. 14: 7-9);
- 22 4. The indemnification agreements and ACPAs (*Id.* p. 15: 7-8); and
- 23 5. Notarial misconduct (*Id.* p. 4: 21-22)

24 It is unclear which apply to the fees awarded to Wendy’s lawyers or to the 25% fee
25 assessed against Todd. Logically, it seems that the indemnification agreement, ACPAs, notarial
26 activities and accountings apply to the \$300,000 awarded to Wendy’s lawyers. But, if these
27 factors are a basis for assessing fees against Todd, each must be addressed.

28 The jury verdict fails to specify what act or omission resulted in the breach of fiduciary
duty finding. It could have been anything including the accusations that Todd refused Wendy’s

1 request to use the Tahoe house at Christmas.¹ But the amount the jury awarded is a significant
2 factor. An award of \$15,000 tells us all very clearly that the breach was insignificant. The
3 “breach” did not substantially harm Wendy, the Family Trust or the Issue Trust. The jury
4 implicitly slapped Todd on the wrist. The Court’s Order (i.e. judgment) takes the same facts and
5 gives Todd a knock-out punch. One cannot be reconciled with the other. However, they are two
6 substantially different awards against Todd for the same conduct based on the same facts. The
7 Court’s assessment of damages against Todd is 33 times more than the jury’s assessment of
8 damages for the same exact “breach of fiduciary duty.” The magnitude of this difference defies
9 equity. Notwithstanding the severity of the Court’s findings against Todd, **they are not in favor**
10 **of Wendy, rather they are in favor of the trusts.**

11 Stan’s deposition testimony was critical of Todd. The testimony was given at a time when
12 Stan was suing Todd. It was given at a time when Stan and Wendy were parties to a contract to
13 align themselves to go after Todd. (See Exh. 5). Todd and Stan tried to settle. Todd did what the
14 judicial system encourages all litigants to do; he tried to buy his peace with Stan. The Court
15 apparently disregards the give and take of a proposed settlement by using one-sided partial
16 testimony as a basis to assess fees against Todd. The manifest inequity is self evident. Todd had
17 the dignity and presence of mind not to sue Stan for his many failures to account for the Toiyabe
18 assets and funds received from sales of lots.

19 The timing and content of the accountings are as much the responsibility of Stan as they
20 are Todd’s. While lawyers and Sam’s accountant controlled the timing and content of
21 accountings, Stan bears as much responsibility for the accountings as does Todd. Since January
22 2017 Mike Kimmel is also responsible for timing and content of the accountings. Yet, if read
23 literally, the Court’s Order requires Todd to pay fees apparently because the “accounting influence
24 this Court’s decision regarding attorney’s fees and the no-contest provisions of the trust.” The
25 accountings may justify inquiry. They do not justify punishing Todd. Todd did not make the
26 accountings alone. They were made by all Co-Trustees with the assistance of professionals. To
27 single out Todd for punishment is manifestly unfair, unjust and inequitable. It seems then that the
28

¹ Post-verdict interviews with jurors are not relevant to impeach a jury verdict.

1 accountings issue should only pertain to the award for Wendy's attorneys.

2 The indemnification agreements were conceived and implemented by Pierre Hascheff and
3 his client Sam Jaksick. Indeed, there were different versions. While this might be a useful
4 consideration for the \$300,000 award to Wendy's lawyers, it is not for the 25% fee assessment
5 against Todd. Todd retained Mr. Green, the handwriting expert who validated the signatures as
6 those of Sam Jaksick. Todd is not to blame for any part of the confusion relating to the
7 indemnification agreements. Likewise, one ACPA was back dated to the date the first person
8 signed it since no one had dated it. The procedure was necessary. But it was done by Todd's
9 counsel, not Todd. To punish Todd for the issues pertaining to the indemnification agreements
10 and ACPAs is to punish Todd for the acts of others.

11 There is no equitable or legal justification for treating Todd differently than Stan or any
12 other Co-Trustee. Todd had self interests. Stan had self interests. Stan had duties to provide
13 timely, accurate and adequate accountings. So did Todd and Mike Kimmel. There is no
14 reasonable justification to hold Todd to higher standards than Stan. The jury assessed a minute
15 amount of damages, certainly less than one day of attorney's fees for the lawyers involved.

16 The Court suggests that the notaries' activities are included in the Court's attorney fee
17 consideration. It is unclear whether this pertains to the \$300,000 award for Wendy's lawyers or
18 the 25% assessment against Todd. To be safe, the evidence about the confusing jurats showed that
19 Sam's notary (Jessica) and Mr. Hascheff's notary (Nanette Childers) were involved. Todd neither
20 controlled nor influenced either during December 2012.

21 II.

22 APPLICABLE STANDARD OF REVIEW

23 Under Rule 59(e), a judgment should be amended or altered to "correct[] manifest errors of
24 law or fact" or "to prevent manifest injustice[.]". *AA Primo Builders, LLC v. Washington*, 126
25 Nev. 578, 582, 245 P.3d 1190, 1193 (2010). NRCP "echo[es] Fed.R.Civ.P.59 and [the Court] may
26 consult federal law in interpreting [it]." *Id.* at 126 Nev. 578, 245 P.3d at 1192-93. A manifest
27 error of law or fact occurs when there is "clear error" in the ruling. *See Ybarra v. McDaniel*, 656
28 F.3d 984, 998 (9th Cir. 2011). Manifest injustice incurs where there is "(1) a clear and certain

1 prejudice to the moving party that (2) is fundamentally unfair in light of governing law.” *Fraenkel*
2 *v. Republic of Iran*, 326 F.R.D. 341, 345 (D.D.C. 2018) (internal quotations omitted).

3 III.

4 **LEGAL ANALYSIS**

5 Todd submits the following legal analysis in support of his motion to amend the judgment.

6 **A. Todd’s Constitutional Rights Have Been Violated.**

7 The Court’s fee award against Todd is indistinguishable from an award of damages.
8 Indeed, the award against Todd is punitive and resembles an award of punitive damages. It cannot
9 be consequential damages. The jury did that. The jury assessed consequential damages at
10 \$15,000. Yet, the Court’s assessment of fees against Todd could easily exceed \$500,000.
11 Meanwhile, the Court has been careful to find as follows:

12 *“This Court cannot supplant or alter a jury’s verdict by relying on common*
13 *facts to reach a different outcome.”*

14 *“It would be a violation of the Seventh Amendment right to jury trial for the*
15 *Court to disregard jury’s findings of fact.”*

16 *“The Seventh Amendment requires the trial judge to follow the jury’s implicit*
17 *or explicit factual determinations.”*

18 *“But constitutional and decisional authorities prevent this Court from entering*
19 *a subsequent order diluting or altering the jury’s verdict.”*

20 (Court’s Order, p. 8: 1-20.)

21 Despite the absurd hyperbole inherent in Wendy’s \$80,000,000 demand, the jury found
22 that Todd should have to pay **no more than** \$15,000 for his breach of fiduciary duty. The Court,
23 relying on that same breach of fiduciary duty, essentially supplants that finding, essentially alters
24 that finding, essentially disregards that finding, and in assessing fees against Todd, essentially
25 rejects the implicit and explicit factual determinations of the jury. The jury decided a legal claim,
26 breach of fiduciary duty. Breach of fiduciary duty is not an equitable claim. Yet, in the Court’s
27 Order on Wendy’s equitable claims, it says it will use, in part, the jury’s finding on legal claims to
28 assess damages against Todd for 25% of trustee lawyers’ fees on equitable claims. The Court is
not empowered to change the jury finding when it decides equitable claims. Fiduciary duty claims
are legal, not equitable. The Court used a legal claim to assess damages against Todd on equitable

1 claims.

2 Under the Seventh Amendment of the United States Constitution, “no fact tried by a jury
3 shall be otherwise re-examined in any Court of the United States, than according to the rules of
4 common law.” U.S. Const. amend. VII. Nevada has recognized that its courts are bound by the
5 Seventh Amendment. *See Lehrer McGovern Bovis, Inc. v. Bullock Insulation, Inc.*, 124 Nev.
6 1102, 1111-12, 197 P.3d 1032, 1038 (2008). A party’s Seventh Amendment rights are violated
7 when a court “disregard[s] a jury’s finding of fact.” *Acosta v. City of Mesa*, 718 F.3d 800, 828-29
8 (9th Cir. 2013) (internal quotations omitted). “Thus, in a case where legal claims are tried by a
9 jury and equitable claims are tried by a judge, and the claims are based on the same facts, in
10 deciding the equitable claims, the Seventh Amendment requires the trial judge to follow the jury’s
11 implicit or explicit factual determinations.” *Id.* (Internal quotations omitted). Although the Court
12 expressly states that the jury’s finding influenced its decision to award fees against Todd, the
13 Court cannot change the verdict by adding more damages for the same breach.

14 To be binding, the jury’s findings must be on issues “common” to both legal and equitable
15 claims. *Sturgis Motorcycle Rally, Inc. v. Rushmore Photo & Gifts, Inc.*, 908 F.3d 313, 343 (8th
16 Cir. 2018). “If the jury’s findings were on a common issue, the Court, in fashioning equitable
17 relief, may take into account facts that were not determined by the jury, but it may *not* base its
18 decision on factual findings that conflict with the jury’s findings.” *Id.* at 344 (emphasis added).
19 Here, however, the Court’s harsh treatment of Todd is based on findings that conflict with and are
20 contrary to the jury’s findings.

21 This means that this Court cannot “apply [] equitable doctrines on the basis of factual
22 predicates rejected, explicitly or implicitly, by a jury verdict.” *Haynes Trane Serv. Agency, Inc. v.*
23 *Am. Standard, Inc.*, 573 F.3d 947, 959 (10th Cir. 2009); *see also Avitia v. Metro. Club of Chicago,*
24 *Inc.*, 49 F.3d 1219, 1231 (7th Cir. 1995) (holding that “a judge who makes equitable
25 determinations in a case in which the plaintiff’s legal claims have been tried to a jury is bound by
26 any factual findings made or inescapably implied by the jury’s verdict”). Here, the jury
27 inescapably found that Todd did nothing wrong and did not damage Wendy in any way as an
28 individual. Yet, based on the **same** facts the jury considered, this Court has severely punished

1 Todd as an individual for the same thing that the jury considered worthy of a \$15,000 award.

2 In this case, the jury considered the same evidence that was considered by the Court on
3 Wendy's claims in equity. The same evidence supports the verdict that is the basis for the Court's
4 Order on Wendy's equitable claims. However, this Court has ignored the jury's findings in its
5 effort to assess damage amounts against Todd. In this Court's Order, it relies on the same facts
6 the jury implicitly relied upon to *exonerate* Todd from liability when the jury implicitly found that
7 the accountings were acceptable, the ACPAs were acceptable, the indemnification agreements
8 were valid and the preparation, execution and use of the December 2012 documents were valid.
9 Indeed, the jury's award is also based on Stan's testimony. However, this Court's findings and
10 conclusions are dramatically different than and contrary to those of the jury. Contrary to the jury's
11 verdict, the Court's Order severely punishes Todd for the same conduct that the jury clearly and
12 unequivocally used to assess damages of \$15,000 against Todd.

13 The Court has re-evaluated the facts tried to the jury and has obviously re-examined those
14 same facts inconsistently with the jury's analysis. This is impermissible under the Seventh
15 Amendment of the United States Constitution. The Court's punishment of Todd regarding the
16 disgorgement of his Trustee's fees and assessment of 25% of attorneys' fees paid to Trustees'
17 counsel disregards and is contrary to the spirit and intent of the jury's verdict. The jury found in
18 favor of Todd as an individual in all respects. The Court did otherwise.

19 Clearly, the jury did not want Todd to be liable for anything in his individual capacity.
20 Yet, the Court found against Todd as an individual on the same facts considered by the jury. The
21 Court has, therefore, violated Todd's constitutional rights to a jury trial. The Court has essentially
22 entered a judgment reversing the jury's finding that Todd is not liable as an individual. Contrary
23 to the verdict, the Court's judgment does find Todd liable as an individual.

24 This Court has conceded that the jury's findings and verdict are on issues common to both
25 Wendy's legal claims and Wendy's equitable claims. *See* Order, p. 3. Where the jury's findings
26 are on a common issue, the Court may *not* "base its decision on factual findings that conflict with
27 the jury's findings." *Sturgis* 908 F.3d at 334. Unfortunately, the Court has attempted to apply
28 equitable doctrines (assessment of fees against Todd) based on factual predicates explicitly and

1 implicitly rejected by the jury verdict.

2 Respectfully, the Court has yielded to the jury's acceptance of the accountings. Yet, the
3 "timing and content of the accountings" are, in part, perhaps the basis for the Court's requirement
4 that Todd disgorge or disclaim all Trustees' fees he has received. On one hand, the Court
5 acknowledges that the jury accepted the accountings. On the other hand, the Court punishes Todd
6 (not the other Co-Trustees) based on the timing and content of the accountings. At the very least,
7 the Family Trust is punished. The Court acknowledges the following:

8 However, this Court also notes that Wendy's complaints about the content and
9 general timing of the accountings were presented to the jury in the legal phase of
10 the trial and are therefore facts common to the equitable claims. The jury
11 presumably considered all of the evidence when deliberating its verdict. The
12 verdict is an express or implicit rejection of Wendy's complaints about the
13 accountings. Accordingly, this Court will not provide equitable relief regarding the
14 accountings, which were constructively approved and confirmed by the jury's
15 verdict.

16 Order, pp. 13-14.

17 But, the Court did consider the accountings in awarding equitable relief. The Court states
18 that the jury constructively approved and confirmed the accountings. Yet, the Court found that the
19 nature of the accountings could be used toward attorneys' fees either against Todd, or at least for
20 Wendy's lawyers. See Order, p. 14. If the Court considered the timing and content of the
21 accountings against Todd, this dramatic contradiction is a constitutional violation of Todd's
22 fundamental right to a jury trial. The jury's verdict implicitly approved the accountings and the
23 Court so admitted. If the Court did use the accountings to either punish Todd regarding
24 disgorgement of trustees' fees or having to pay substantial attorneys' fees back to the trusts, the
25 Seventh Amendment has been violated. It requires the trial judge to follow "the jury's *implicit* or
26 explicit factual determinations." *Acosta*, 718 F.3d at 828-829. If the Court has used the timing and
27 content of the accountings as a basis for assessing fees against Todd, the jury's verdict has been
28 breached.

29 Again, if the Court used the ACPAs and indemnification agreements as a basis to assess
30 fees against Todd, the verdict has been breached. Under that scenario, the Court would have
31 unfortunately entered an order and judgment inconsistent with and contradictory to the jury's

1 verdict regarding the ACPAs and indemnification agreement. Here again, the Court acknowledges
2 that the validity and enforceability of the ACPAs and indemnification agreements and all related
3 transactions were *“thoroughly presented and argued to the jury-including document*
4 *preparation, execution and other formation irregularities.”* (Emphasis added.) Order, p. 14: 20-
5 24 (emphasis added). If the jury approved them, the Court should not use them against any party.
6 Wendy, with unrestrained exuberance, challenged the ACPAs and indemnification agreements
7 based on the evidence and arguments presented to the jury. She lost. As noted by the Court, the
8 jury verdict is an implicit rejection of Wendy’s arguments. (Court’s Order, p. 13: 22-24.)

9 However, even though the ACPAs and indemnification agreements involve claims tried to
10 the jury upon the same facts utilized by the Court in entering its Order on Wendy’s equitable
11 claims, the results are seriously contradictory. **If the indemnification agreements and ACPAs**
12 **were a basis for awarding fees against Todd, the jury verdict has been breached.** According
13 to the Seventh Amendment of the United States Constitution, no fact tried by a jury shall be
14 otherwise re-examined by the Court. Yet, in this case, the Court has done so particularly if it used
15 those documents as a basis for the fee award against Todd.

16 The Court states that all claims “involving the disputed ACPAs and indemnification
17 agreements shall end with the jury’s verdict.” See Court’s Order, p. 15: 5-7. But that is not what
18 happened. The claims did not end with the jury’s verdict. The Court contradicted and impeached
19 the jury’s verdict by stating that the ACPAs and indemnification agreements would “influence”
20 the Court’s decision regarding legal fees. *Id.* By the clear language used by the Court, the
21 conclusion is inescapable that the Court did not accept the spirit and intent of the jury’s verdict,
22 which the Court admits was based on facts common to both the legal and equitable claims.

23 The award of attorney’s fees against Todd (*individually*) and the judgment requiring him
24 to disgorge Trustees’ fees contradict the jury’s verdict and are inconsistent with the spirit and
25 intent of the jury’s findings and verdict. The Judgment as entered herein deprives Todd of his
26 Seventh Amendment rights to a jury trial. The judgment must therefore be amended to eradicate
27 and eliminate the impermissible re-examination by the Court of facts tried to the jury.

28 The Court is required to abide by the jury’s findings of fact in making subsequent equitable

1 rulings. Here, the Court 's Order (incorporated in the judgment) does not abide by the verdict.
2 The Court has admitted in its Order on equitable claims that the jury considered the preparation,
3 execution and formation of the December 2012 documents, the notary activity related thereto, the
4 timing and content of the accountings, the ACPAs and the indemnification agreements. Having
5 carefully considered those facts, the jury exonerated Todd. Having considered those same facts,
6 the Court essentially vacated the jury's verdict and entered an order and judgment severely and
7 unjustly punishing Todd to what will probably be an award in excess of \$600,000. The jury
8 verdict controls and is an unamendable finding. Otherwise, Todd's Seventh Amendment rights
9 are violated. The same reasoning applies to any award of fees to Wendy's lawyer against the
10 Family Trust.

11 **B. All Co-Trustees Are Equally Responsible For the "Timing and**
12 **Content" of the Accountings.**

13 After Sam's death in April of 2013, there were three Co-Trustees of Sam's Family Trust.
14 Kevin Riley, Stan Jaksick and Todd Jaksick were the original Successor Co-Trustees of Sam's
15 Family Trust. Each was responsible for the timing and content of the accountings.

16 When the Co-Trustees were required to be licensed in Colorado because of the Bronco
17 Billy's gaming enterprise, Mr. Riley resigned. Thereafter, until Mike Kimmel was appointed Co-
18 Trustee in approximately January of 2017, Stan and Todd were the Co-Trustees of Sam's Family
19 Trust. Both had nondelegable duties to account for the family trust activities. The accountings
20 provided by Stan as much as they were provided by Todd.

21 From approximately August of 2013 until approximately January of 2017, Todd and Stan
22 were equally accountable to honor their duties as Co-Trustees of Sam's Family Trust. Among
23 those duties was the duty to provide sufficient accountings. After January of 2017, Mr. Kimmel,
24 Todd and Stan were equally responsible for providing accountings. Even though each of the
25 Successor Co-Trustees had the duty to properly account, (*timing and content*) only one of those
26 Co-Trustees has been criticized by the Court concerning the "timing and content" of the
27 accountings.

28 The Court refused in its Order After Equitable Trial to provide equitable relief regarding

1 the accountings. The Court admits that the accountings were constructively approved and
2 confirmed by the jury's verdict. Court's Order, p. 14: 1-3. The Court further found that Todd
3 should not be removed as Trustee.

4 However, the Court looked, in part, to the jury's verdict finding that Todd breached his
5 fiduciary duties as Trustee in finding that Todd, individually, should disgorge or disclaim all
6 Trustees' fees. See Court's Order, p.17: 1-7. The Court also apparently "secondarily" found that
7 the inadequate "timing and content" of the accountings justify Todd having to disgorge his
8 Trustees' fees and pay 25% of the Trustees' attorneys' fees. Why the inadequate timing and
9 content of the accountings falls on Todd alone and not the other co-trustees is an inexplicable
10 mystery that defies the jury's verdict.

11 If only Todd is being punished for the timing and content of the accountings, something
12 went wrong. The Court found that the jury approved the accountings. When the accountings are
13 used to award fees, but were approved by the jury, the jury's findings are binding on this Court.
14 These are contradictory findings. Moreover, to the extent and during the time they were Co-
15 Trustees, Stan, Mr. Kimmel and Mr. Riley were also responsible for the timing and content of the
16 accountings.

17 The disgorgement order and assessment of fees against Todd is manifestly unjust, unfair
18 and inappropriate under the circumstances. If the Court's finding "and secondarily, this Court's
19 findings about the timing and content of the accountings" constitutes any reason (secondarily or
20 otherwise) to grant Wendy's request that Todd disgorge Trustees' fees and pay 25% of Trustees'
21 attorneys' fees, the doors are open for Todd to pursue indemnification claims against Co-Trustees
22 who were and are equally responsible for the timing and content of the accountings. To single out
23 Todd for punishment based on accountings that the jury approved offends fundamental notions of
24 fairness, justice and equity. The judgment should be amended to eliminate those inappropriate
25 financial assessments against Todd.

26 **C. NRS Chapters 153 and 165 Do Not Permit Punitive Damages.**

27 In its Order on the claims in equity, the Court cites to and apparently relies on various
28 statutory provisions found in Chapter 153 and Chapter 165 of the Nevada Revised Statutes.

1 Admittedly, the statutes provide the Court with substantial authority and discretion. But that
2 authority and discretion, regardless of statutory content, cannot violate Todd's right to jury trial.
3 Before the Court implemented its authority and discretion under the statutes cited in the Court's
4 Order, the jury had already rendered a verdict that had substantial preclusive effect on the Court's
5 discretion and authority as stated in those particular statutes. Indeed, the Court has acknowledged
6 that the jury approved the accountings. The Court is bound by that verdict and has so stated in its
7 Order on equitable claims.

8 The jury exonerated Todd as an individual on all of Wendy's legal claims. The Court's
9 Order, however, does not exonerate Todd on all claims, even though the claims were considered
10 by the jury. The jury assessed consequential damages. Todd has been ordered to disgorge his
11 Trustees' fees. He has been assessed damages that amount to 25% that the trusts paid to the
12 Trustees' lawyers. The conflict is that the jury did not want Todd to have to pay any sums of
13 money as an individual. The Court's Order does. In effect, Todd has received what amounts to a
14 punitive damage award against him by virtue of the Court's consideration of Wendy's claims in
15 equity. Apparently, the Court has considered Stan's testimony (deposition and otherwise) as did
16 the jury. Stan's testimony creates the identical factual scenario considered by the jury that was
17 used by the Court for dramatically and drastically different results.

18 Nothing in NRS Chapters 153 and 165 allow a court to award punitive damages against a
19 trustee on a claim arising from the trust instrument. NRS 42.005(1) limits punitive damages to
20 "breach of an obligation *not* arising from contract." (Emphasis added). Express trusts, like the
21 trusts at issue in this litigation and under Chapters 153 and 165, are contracts. *See Matter of*
22 *Chaney*, 596 B.R. 385, 403 (Bankr. N.D. Ala. 2018) ("Express trusts are voluntary trusts created
23 by contract."); *Hartford Fire Ins. Co. v. Columbia State Bank*, 334 P.3d 87, 91 (Wash. Ct. App.
24 2014) ("Express trusts are those trusts created by contract of the parties and intentionally."
25 (Internal quotations omitted)); *see also Matter of W.N. Connell & Marjorie T. Connell Living Tr.*,
26 393 P.3d 1090, 1092 (Nev. 2017) (explaining that trusts are analyzed under the same
27 considerations as contracts).

28 Because Wendy's and Todd's relationships as beneficiary and Trustee, respectively, arose

1 from a contract (the Family Trust), Wendy's claim for breach of fiduciary duty against Todd arose
2 from a breach of an obligation arising from contract. Under the plain language of NRS 42.005(1),
3 punitive damages are not available.

4 Not only would any finding to the contrary be barred under NRS 42.005(1), but it is also
5 barred under the clear evidence of Sam's testamentary intent. Assessing fees **against** Todd is the
6 last thing Sam intended. The trust documents and the indemnification agreement show that Sam
7 intended that the trusts pay Todd's fees, not that Todd pay the trusts' fees.

8 **D. Requiring Todd to Disgorge Trustees' Fees is Unduly Punitive, Manifestly Unfair and**
9 **Contrary to the Evidence.**

10 This Court's Order requiring Todd to disgorge his Trustees' fees is contrary to the jury
11 verdict and evidence before this Court. When a general verdict form is used, the court cannot
12 speculate as to what the jurors intended in their award of damages. *Porterfield v. Burlington N.*
13 *Inc.*, 534 F.2d 142, 147 (9th Cir. 1976); *see also Carr v. Nance*, 370 S.W.3d 826, 838 (Ark. 2010)
14 ("When a jury's verdict is rendered on a general verdict form, it is a finding upon the whole case;
15 this court will not speculate on what the jury found where a general jury verdict is used."); *Mouton*
16 *v. Dominique*, 476 So. 2d 1095, 1097 (La. Ct. App. 1985) ("Further, where a general verdict
17 awards a lump sum, any speculative itemization of the award is improper."); *Castanos v. Lansing*,
18 152 N.Y.S.2d 946, 954 (Sup. Ct. 1956) ("[I]t is not the function of the court by speculation to
19 divine the thinking of the jury.").

20 As this Court notes, the jury affirmed the accountings, the ACPAs and the indemnification
21 agreement, as well as the transactions which occurred in 2012. All of these formed the basis of
22 Wendy's claims for fraud against Todd *individually*, and the jury rejected every single one of
23 those claims. The only claim on which the jury awarded damages against Todd was on the claim
24 against Todd as trustee for breach of fiduciary duty. To rely upon that award to order Todd to
25 disgorge results in impermissible speculation in violation of the Seventh Amendment. The Court
26 has ordered disgorgement based on the same facts on which the jury exonerated Todd as an
27 individual.

28 ///

1 **E. The Court's Restriction of Todd's Rights Under Rule 68 are Improperly Restricted**
2 **by the Reference to "Spendthrift Provisions" Within the Trust Instruments.**

3 Although this Court awarded Todd fees under Rule 68, and not under the language of the
4 Trust, this Court then linked the award of fees to Todd to the Trust. This portion of the Court's
5 Order was in error because it improperly conflates the basis on which Todd was awarded his fees.
6 In Nevada, a party may only recover fees if authorized by rule, statute or contract. *Henry Prods.,*
7 *Inc. v. Tarmu*, 114 Nev. 1017, 1020, 967 P.2d 444, 446 (1998).

8 This Court awarded Todd fees under Rule 68. Todd never filed a request with this Court
9 seeking to recover fees under the language of the Trusts. Rule 68 does not limit an award of fees
10 to a trust instrument. *See* NRCPP 68. Instead, it authorizes an award of fees against the person
11 who rejected the offer of judgment. NRCPP 68(f).

12 Todd's request for fees against Wendy cannot and should not be improperly restricted by
13 reference to the "spendthrift provisions" contained within the Trusts. By doing so, this Court
14 implicitly limits Todd's ability to recover against Wendy to only those distributions she receives
15 from the Trusts. But, under Rule 68, Todd is entitled to recover against any assets Wendy may
16 receive or own, irrespective of whether those assets constitute distributions or property from the
17 Trusts or come from some other third-party source. As the trial testimony demonstrated, Stan has
18 been funneling Wendy funds through various entities or loans for years. Todd is allowed to
19 collect upon these monies as well as upon any other distributions she may receive from the Trust.

20 **F. Wendy's Claims Against Todd as an Individual Were Brought Without Reasonable**
21 **Ground or to Harass Todd Individually and Todd Should be Awarded All of His**
22 **Attorneys' Fees Incurred.**

23 The Court correctly describes Wendy's litigation tactics as "harassing, vexatious and
24 without factual basis." Court's Order, p. 8: 11. The Court is also correct in characterizing
25 Wendy's litigation position and trial demand as driven by "animus and avarice." *Id.* at p.8: 1-2.

26 These are the kind of findings and egregious behavior for which NRS 18.010(2)(b) is
27 intended to address when it authorizes an award for claims "maintained without reasonable ground
28 or to harass the prevailing party." This Court "shall liberally construe" NRS 18.010(2)(b) "in
favor of awarding attorney's fees in all appropriate situations." *Id.* "A claim is groundless if the

1 allegations in the complaint are not supported by any credible evidence at trial.” *Allianz Ins. Co. v.*
2 *Gagnon*, 109 Nev. 990, 996, 860 P.2d 720, 724 (1993). And, the Nevada Supreme Court has
3 made it clear that “[t]he prosecution of one colorable claim does not excuse the prosecution of five
4 groundless claims.” *Bergmann v. Boyce*, 109 Nev. 670, 675, 856 P.2d 560, 563 (1993).

5 This Court found that:

- 6 1. Wendy’s claims were harassing;
- 7 2. Wendy’s claims were vexatious;
- 8 3. Wendy’s claims were made without basis;
- 9 4. Wendy’s claims were influenced by animus; and
- 10 5. Wendy’s claims were influenced by avarice.

11 See Court’s Order.

12 Todd, in his individual capacity, is the victim. That Wendy’s claims against Todd as an
13 individual were vexatious cannot be denied. An \$80,000,000 demand from the jury exacerbates
14 the egregiously inappropriate tactics employed by Wendy. Deterrence is more than warranted.
15 Not once in the jury trial did Wendy even try to differentiate her claims against Todd from those
16 filed against him as Trustee. The fishing net tactic to blur the lines warrants an award in favor of
17 Todd against Wendy for ALL fees and costs Todd incurred for having to defend himself
18 individually against what the Court has described as harassing, vexatious, bad faith, greedy and
19 acrimonious claims. The total fees incurred amount to \$539,706 and total costs amount to
20 \$73,683.74. The judgment should be amended to include an award in favor of Todd, individually,
21 against Wendy for the total amount of \$613,389.74.²

22 IV.

23 CONCLUSION

24 Based upon the evidence presented to the jury and to the Court concerning Wendy’s
25 equitable claims and the applicable law that pertains thereto, the judgment entered in this action
26 should be amended to correct and resolve the manifest injustice that has been imposed against
27

28 ² See Todd’s Motion for Order Awarding Costs and Attorneys’ Fees for Todd Jaksick, Individually, for Trial on
Equitable Claims for detail and backup.

1 Todd Jaksick individually. The jury found in favor of Todd individually. The Court did not. The
2 contradictory results violate the United States Constitution.

3 While it is true that the jury found that Todd breached fiduciary duties owed to Wendy, the
4 verdict form prepared by the Court and given to the jury fails to give any indication or explanation
5 of the nature of the breach. Clearly, it was not a serious breach. A damage award of \$15,000 is
6 less than nominal. The jury knew that \$15,000 would not compensate Wendy for any of her
7 claimed damages. In essence, the jury's award of \$15,000 is a defense verdict.

8 The judgment recognizes that the jury's consideration of the indemnification agreement,
9 the ACPAs and all documents prepared and executed during the month of December 2012 were
10 not fraudulent, not based on a conspiracy, nor in any way probative of Todd aiding and abetting a
11 fraud, conspiracy or breach of another's fiduciary duty. The jury exonerated Todd from
12 wrongdoing, while the Court did the opposite in its Order After Equitable Trial. A manifest
13 injustice has occurred. The Court has recognized that the jury found no liability against Todd
14 based upon the December 12, 2012 documents, the activities of the notaries, the timing and
15 content of the accountings, the ACPAs or the indemnification agreement. The Court's Order After
16 Equitable Trial impeaches the jury's verdict in what amounts to an unconstitutional disregard for
17 Todd's constitutional rights to a jury trial.

18 Respectfully, Todd, as an individual, asks this Honorable Court to amend its April 1, 2020
19 judgment so as to delete any requirement that Todd be required to disgorge his Trustees' fees and
20 be required to pay any attorneys' fees whatsoever to the trusts or any other party.

21 **AFFIRMATION**
22 **Pursuant to NRS 239B.030**

23 The undersigned does hereby affirm that this document does not contain the social security
24 number of any person.

25 ///

26 ///

27 ///

28 ///

1 DATED this 29th day of April, 2020.

2 ROBISON, SHARP, SULLIVAN & BRUST
3 A Professional Corporation
4 71 Washington Street
5 Reno, Nevada 89503

6 

7 KENT R. ROBISON

8 THERESE M. SHANKS

9 *Attorneys for Todd B. Jaksick, Individually,*
10 *Incline TSS, Ltd., and Duck Lake Ranch, LLC*

AFFIDAVIT OF KENT R. ROBISON
IN SUPPORT OF TODD B. JAKSICK'S MOTION TO AMEND JUDGMENT

STATE OF NEVADA)
) SS.
COUNTY OF WASHOE)

Kent R. Robison, being first duly sworn on oath, deposes and says under penalty of perjury that the following assertions are true and correct.

1. I am counsel in these matters for Respondents Todd Jaksick, individually, Duck Lake Ranch, LLC and Incline TSS, Ltd.

2. Attached as **Exhibit 1** is a true and accurate file-stamped copy of Trial Exhibit 23.41.

3. Attached hereto as **Exhibit 2** is a true and accurate copy of Trial Exhibit 13-g.

4. Attached hereto as **Exhibit 3** is a true and accurate copy of Trial Exhibit 30.

5. Attached hereto as **Exhibit 4** is a true and accurate copy of Trial Exhibit 23.46.

6. Attached hereto as **Exhibit 5** is a true and accurate copy of the December 11, 2017 written contract between Stanley Jaksick and Wendy Jaksick.

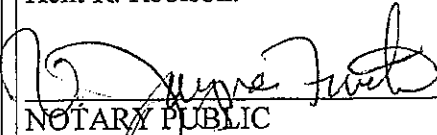
DATED this 2nd day of April, 2020.



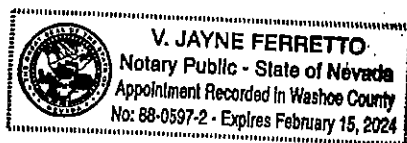
KENT R. ROBISON

STATE OF NEVADA)
) SS
COUNTY OF WASHOE)

Subscribed and Sworn to Before me this
2nd day of April, 2020, by
Kent R. Robison.



NOTARY PUBLIC



CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of ROBISON, SHARP, SULLIVAN & BRUST, and that on this date I caused to be served a true copy of the **TODD B. JAKSICK'S MOTION TO AMEND JUDGMENT** on all parties to this action by the method(s) indicated below:

by placing an original or true copy thereof in a sealed envelope, with sufficient postage affixed thereto, in the United States mail at Reno, Nevada, addressed to:

by using the Court's CM/ECF electronic service system courtesy copy addressed to:

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Carolyn K. Renner, Esq.

Kristen D. Matteoni, Esq.

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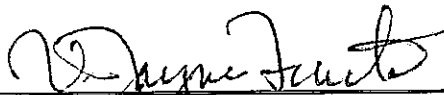
Dallas, Texas 75201

Email: kevin@dallasprobate.com / zach@dallasprobate.com

Attorneys for Respondent Wendy A. Jaksick

- 1 _____ by electronic email addressed to the above and to the following:
2 _____ by personal delivery/hand delivery addressed to:
3 _____ by facsimile (fax) addressed to:
4 _____ by Federal Express/UPS or other overnight delivery addressed to:

5 DATED: This 29th day of April, 2020.

6 
7 V. Jayne Perretto
8 Employee of Robison, Sharp, Sullivan & Brust
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EXHIBIT LIST

<u>Exhibit No.</u>	<u>Description</u>	<u>Pages</u>
1	Trial Exhibit 23.41	1
2	Trial Exhibit 13-g	1
3	Trial Exhibit 30	5
4	Trial Exhibit 23.46	1
5	December 11, 2017 Contract	1

EXHIBIT 1

EXHIBIT 1

Stan & Wendy

May 31, 2014, 10:27 AM

Wendy

Stan wtf really? U r ok w sawyer saying this 1 st grade drama. Wow dad wpuld be so burhmed to see this family broke up cuz sawyer was upset his X girlfriend who he went out a week , totptal liked Luke , U guys look ridiculous

1:00/ AM

Wendy

Now sawyer is saying that I am a bad person and ruined the families finances.. To kids at school So he's Lisa now Like I give a shit what sawyer says . Everyone thinks are family is hurting w finances now.. I guess we are so I just agreed. U spend one more dimd at montreux and I will bring your ass down. U r not going to spend money like a king for absolutely no reason U better not be getting executor fee for all this. Todd yes I agree gets one but u only work for your benefit and spend and tell people Luke smoked pot! Now what? We tested him. I am warning u ... stay the fuck off my 13 yr old boy. If I hear 1 more word it's fair game. Molestation accusations and shit will b heading your way,. I have never said a bad word about sawyer That is embarrassing . He's a kid But I suggest u stop trying to Hurt Luke., I have all the coaches in my back pocket too. And we just might go to reno high for football Then u can really hate Luke

10:43 AM

Stan J-k-k-k-k

You really are a soclopath

2:22 PM

Wendy

Yea I am the the soclopath I am

2:26 PM

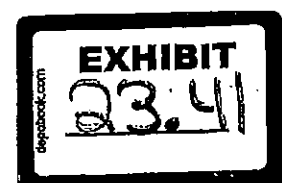


EXHIBIT 2

EXHIBIT 2

Fwd:

1 message

Jessica Clayton <jtclaytone@gmail.com>
To: Jessica Clayton <jtclaytone@gmail.com>

Mon, May 7, 2018 at 11:11 AM

From: wendy jaksick <wendyjaksick@ms.com>
Date: Thu, Jun 5, 2014 at 9:32 AM
Subject:
To: Todd Jaksick <tjaksick@gmail.com>

Yes, Luke and I are moving . I have talked to restore in the 2 areas w the best schools in Dallas and they are finding me a lease to own home . If we can't find one that we like then I will rent for 1 year.
We looked into bishop Gorman in Vegas too which is a great school, but these Texas school are way better than Gorman and Lexi n Brandon and Dina and my nfl friend mike Sinclair live there. I want to teach kids to ride .

Luke has football here starting Sunday . It doesn't get done til December 10,/9 we will be leaving over Xmas break .

There is nothing for us here anymore. Dad was all we cared about and the boys going to high school together. Well that sure wont happen since Stan Hates Luke so much as u cab see through all stans threatening texts and how Luke will be in jail soon. Accusing him of doing drugs which we had to prove. Just because some popular 8 th grader is in love w Luke , Stan hates Luke and is jealous w footbAll . Luke is in shock and very hurt abt the dad comments and drug accusations from the person our dad Asked Stan to care for. Just because of jealousy. No one deserves that at 13 . We are planning on coming back here 2-3 times a yearbook tahoe and ranch . Every June /July and January ish for as long as we can. So I would like to work buyouls in trust companies except for casino over the next 10 yrs . U guys will be getting rid of us for good and that shpkd be worth something. Then any money I get in for certain things I want to buy into tahoe .. Then casino I want my 1/3 in cash to live. Yearly and put money down on a house there. My attorney is fixing my credit score before so I can start over.

I am in hell here. I got disability like I was suppose to and that barely helped It now I can't work and I can't work for any of our companies and I can't have my own cattle and I can't work at montreux as one of the way over paid employees, so it's fair to buy me out . Except the ones that will give me money.

That way we never have to meet I will keep acct's and attorneys to talk to me weekly down there.

As for the office.. Please! I have moved 3 times in a year. U wouldn't let another human live here until it was redone , so don't start showing it til November.

I need a whole new file of trust and new docs u were going to fill me in with after dad's death. Can u please get me that by tomorrow?

We can do all this as friends and owe me what is fairly mine or we can do it by paying attorneys and trying to save an extra 50k just to screw me.

Also, I will NOT be treated like a murderer at montreux this summer. I have asked for a slicker, Stan never does... I want it by tomorrow and I will not be treated any different than u are out there.

I want passes to the tournament yearly.

Last year u were going to get me several burning man tickets so I could sell. Did that change? I can start selling them soon. Let me know how many u are going to have.

Luke said he wants to put in for tags still in Nevada and could fly back alone to meet Todd over the years to hunt withi you and Benny.

There are other things I have a list of but will go over whenever we meet again.

As for vacation Luke and I and Lexi back n forth will go to lake the 16- 21 like u said then go to ranch the 23 rd -1st. I want to do calendar for next 3 years .

Can u get me a copy of the binder. ? I think Janene took mine from the garage .
I will need someone to basically stay at the office while on vacation. Doc isn't going to make it much longer..

Also Luke and I need round trip tickets to Columbus Ohio in July . Leaving th 21-25.

The other expense I have is my eya surgery. It's going to be 6-7k n insurance only pays preventative but my

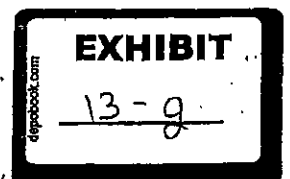


EXHIBIT 3

EXHIBIT 3



Jessica Clayton <jtclaytone@gmail.com>

Fwd: Wendy's original text

1 message

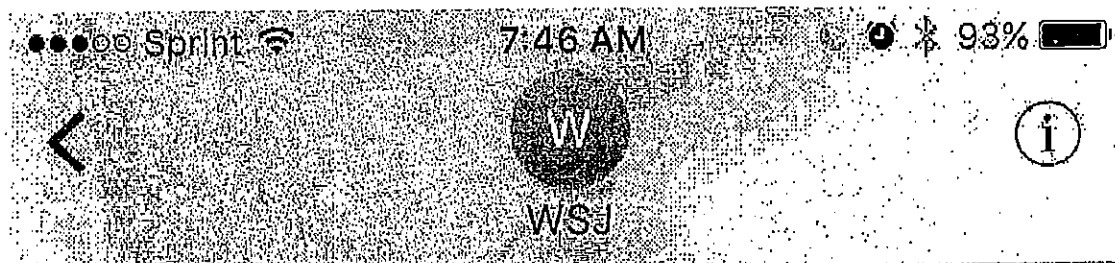
Jessica Clayton <jtclaytone@gmail.com>
To: Jessica Clayton <jtclaytone@gmail.com>

Wed, May 23, 2018 at 9:00 PM

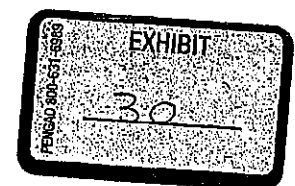
From: Stan Jakelck <esj3232@aol.com>
Date: June 20, 2017 at 8:08:34 AM PDT
To: blegoy@mclawfirm.com, bmcquaid@mclawfirm.com, dlatih@mclawfirm.com, tjaksiok@gmail.com, mkimmel@nevadalaw.com
Subject: Wendy's original text

Hey Guys

Here is her original text, for some reason my phone camera wouldn't work yesterday so I just copied her entire text and sent it to you
Thanks



Stan are you fucking kidding me? You Mother Fuckers are going down!! Lmao. Who the fuck is this idiot Lattin? Obviously someone who doesn't have your best interest at hand. He must want a paycheck. Legoy seems reasonable and respected dad. Why the hell would he let this happen. How could you do this to me and Especially Likel...



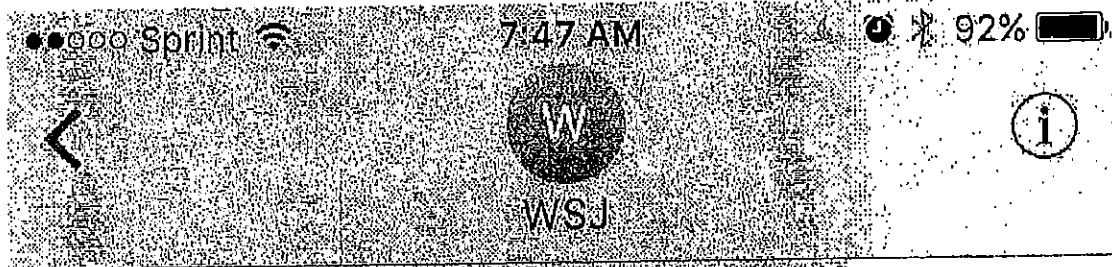
TJ 2237

me and especially Luke. I know as well as I do that all of his Luke's schooling and football is to be paid as his maintenance by the trust.. read it!

I agreed to 1. Pay the monthly out of there since Nov. 1 2016. 2. Pay the only 1 note todd made me sign in order to get my paycheck which was for 58k. And yes



iMessage



which was for 58k. And yes I can reimburse you for the the small amounts you gave me for Luke . therefore the total being under 150k to go against the TAX FREE insurance trust.

insurance trust.

I am so fucking tired of being treated like this. I got the landlord to agree to 3k a month just like Vegas, and he still hasn't been paid.

U guys are idiots!! They are filing suit against every company and every one.

They are litigators and will be more productive in the courtroom.

This is not what dad would have wanted.. but this is it!

If I have to hire 6 more attorneys to prove all the breach and the forgery that has gone on I will.



iMessage



Sprint

7:49 AM

92%



WSJ

be more productive in the courtroom.

This is not what dad would have wanted.. but this is it!

If I have to hire 6 more attorneys to prove all the breach and the forgery that has gone on I will.

Karma's a bitch and Todd going to get what's coming to him!!

I am so shocked that you people think I don't matter and did not send me any of my money and waited til the last day to do it.

Luke doesn't deserve this!!!

I am telling you.. u guys fucked up!! I am going rip apart every fucking company and Todd's ass until I am equalized. You will all be removed as Trustee!!!

I hope your happy



iMessage



Sent from my iPhone

TJ 2241

EXHIBIT 4

EXHIBIT 4

Stan, Wendy & Lexi

Jan 4, 2010, 12:35 AM

Stan Jakelski

Hey Wendy and Lexi

Just wanted to remind you that we had sent out documents and info regarding me buying into the Tahoe house back in November for you guys to review and sign

12:38 AM

Can you please let me know the status on that so we can finalize that situation

Thanks

Wendy Jakelski

We have the documents. We need several things answered on that issue and others in order to sign.

I will get an email out so we can answer everything tomorrow.

10:18 AM

I don't mind being in the phone with Lexi and you guys tomorrow but we need answers to questions that were suppose to be answered in October

Wendy Jakelski

I need to look into some things. I am requesting 100k distribution now to me and Lexi's loan against the unsold lot for 1500 a month. Big deal.. If those things were done to help us then no one would argue, but it's not right to not pay when u say over and over again you are going to. So we can't do anything until those things are completed.

Stan u said I should have received a distribution before I left for Vegas.. Still none. We know my portion of Broncos is worth 1mill. Still zero money for that. It's not my problem regarding your and stan's taxes to hold my money before u pay me. Bruno's isn't in dad's trust. It is outside of it! Have I seen a accounting.? No?

10:28 AM

I want 100k of the money brought in by Broncos now. No exceptions. Then everyone can get signatures etc..

When can I get that check along with 3000.00 reimbursed for paying Lexi November and December?? Please respond so I know if I need u to get me a ticket to Reno today

Wendy Jakelski

????

10:59 AM

Wendy Jakelski

The 4:15 meeting via phone is ok for Lexi but Todd when can u meet this week. I can come to your house if that's best

12:34 PM

Wendy Jakelski

Today is imperative for Lexi so have a way to give her what u said in October and reimburse me the \$k I gave get out of my money that I don't have.

12:37 PM

Then what time Friday can u both meet me?

Wendy Jakelski

I want to be in on this call at 4:15. Tell me how to do that and. Can Jessica forward me the al means accounting so we can see what I paid for regarding this lot.. You guys withheld monies of mine to pay for servicing the lit. I would like a copy of that today before meeting to see what those expenses were. Thank u

12:05 PM

Lexi Ernst (not)

I'll call you at 415 to add u to the convo so just have your phone by you

12:21 PM

Wendy Jakelski

Ok. Thanks slssy

12:29 PM

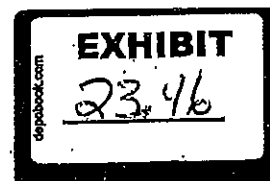
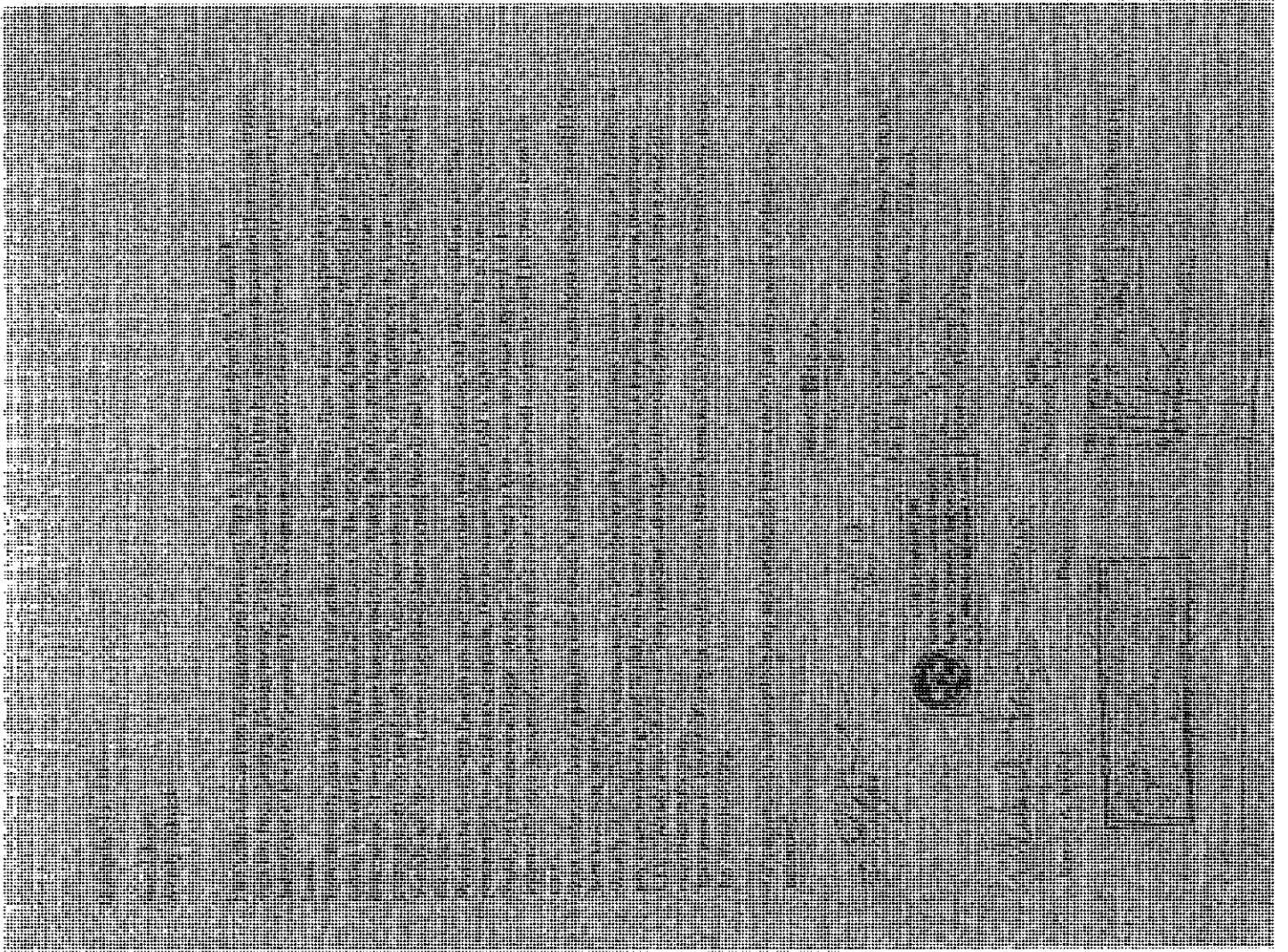


EXHIBIT 5

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WJ 011547

THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

In the Matter of the Administration of the
SSJ'S ISSUE TRUST.

Case No. PR17-00445

CONSOLIDATED

In the Matter of the Administration of the Case
SAMUEL S. JAKSICK, JR. FAMILY TRUST.

No. PR17-00446

Dept. No. 15

ORDER RESOLVING SUBMITTED MATTERS

This lengthy dispute has been difficult for the litigants and all are aggrieved by the process and outcome. This Court anticipated additional litigation (especially regarding fees and costs) when it entered its Order After Equitable Trial on March 13, 2020. It therefore signaled to the parties that it had considered all issues, evidence, arguments, and authorities. Regarding fees and costs, this Court wrote: 1) its "discretionary resolution of the fees requests is bound by all facts of record and influenced by the entirety of the pre-trial, legal, and equitable proceedings (including the settlement agreement between Todd and Stanley) and uncertainties created by notarial malfeasance," 2) "[t]here are competing facts and legal principles, which this Court analyzes in the aggregate and not in isolation," 3) the "NRCF 68 request cannot be considered narrowly, but instead, must be viewed by a totality of the case proceedings and statutory authorities governing trustees," 4) "[t]his Court's discretion is guided by the unique facts and procedural history of this case," and

1 5) "[t]his Court anticipates the parties will seek clarification and other relief through
2 additional motion work. The attorneys' fees provisions in this order reflect the entirety of
3 this Court's intentions regarding fees. This order also reflects the entirety of this Court's
4 intentions regarding all other pending matters."

5 By order dated April 21, 2020, this Court denied Wendy Jaksick's costs. It again
6 attempted to signal to the parties that it had considered all issues, evidence, arguments,
7 and authorities. After expressing concern about how costs could be segregated between
8 parties and claims, it wrote: "This Court anticipated costs litigation when it awarded fees
9 to Wendy's counsel. Like all other issues, the issue of awardable costs cannot be viewed in
10 isolation; instead, it must be viewed as a small part of a larger whole. This Court's cost
11 analysis is embedded in the fee award." After identifying Michael Kimmel and Kevin
12 Riley as prevailing parties, this Court wrote: "The problem this Court anticipates is that
13 Messrs. Kimmel and Riley will be unable to clearly distinguish and articulate costs
14 associated with their defense that do not overlap into the costs associated with Todd's
15 defense. Thus, it is unlikely this Court will order Wendy to pay their costs."

16 The parties have now filed moving papers after the Order After Equitable Trial that
17 aggregate to more than 1,300 additional pages in the court record. The tone of some
18 arguments has subtly changed, becoming negative. This Court identified the law
19 governing fees and costs in previous orders and will not repeat itself in this order. NRCP
20 59(e) relief may be granted to correct manifest errors of law or fact, address newly
21 discovered or previously unavailable evidence, respond to a change in controlling law, or
22 to prevent manifest injustice. AA Primo Builders, LLC v. Wash., 126 Nev. 578, 582, 245
23 P.3d 1190, 1193 (2010) (internal citations omitted). Manifest injustice exists where the
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25 Title Co., 102 Nev. 112, 114, 715 P.2d 1328, 1330 (1986) (quoting Price v. Sinnott, 85 Nev.
26 600, 608, 460 P.2d 837, 842 (1969)). An NRCP 59(e) motion "may not be used to relitigate
27 old matters, or to raise arguments or present evidence that could have been raised prior to
28 the entry of judgment." 11 Charles Alan Wright et al., FEDERAL PRACTICE AND PROCEDURE §

1 2810.1 (3d ed.) (footnotes omitted).

2 The following submitted matters are resolved as follows:

3 1. **Todd Jaksick's individual claim for attorneys' fees and costs for equitable**
4 **trial.** Consistent with this Court's prior analysis and decision, the motion is granted.

5 Todd is awarded against Wendy the amount of \$4,749.67 in costs and attorneys' fees of
6 \$103,375.00. Interest shall accrue at the legal rate. Todd may attach or anticipate Wendy's
7 distributive share only if there are no spendthrift provisions within the trust instruments
8 that prohibit such creditor collection efforts. If such spendthrift provisions exist,
9 distributions shall be made directly to Wendy and Todd may seek collection efforts
10 against Wendy personally, subsequent to the distribution.

11 The motion is granted; Todd Jaksick may submit a proposed judgment consistent
12 with this provision.

13 2. **Kevin Riley and Michael Kimmel's motions for attorneys' fees and costs.**
14 Messrs. Riley and Kimmel seek attorneys' fees and costs against Wendy individually
15 pursuant to NRS 7.085, NRS 18.005, 18.010(2)(b), NRS 18.020(3), and NRCP 68. They
16 tacitly concede they cannot segregate their fees and costs from the fees and costs incurred
17 in representation of all aligned trustees. They therefore propose the simplistic but
18 understandable allocation of 25% each of all fees and costs incurred by the trustees
19 represented by Mr. Lattin and the attorneys at Maupin Cox & LeGoy. Their proposed
20 allocation does not accommodate the consistent and overwhelming observation this Court
21 made throughout this proceeding: Mr. Lattin (and other attorneys associated with Mr.
22 Lattin through the Law Firm of Maupin Cox & LeGoy) provided a single, common
23 representation for similarly situated trustees. But Todd is at the core of the representation
24 and Todd's fees and costs would be the same or only imperceptibly different if Messrs.
25 Riley and Kimmel were not parties.¹ Although prevailing parties, Messrs. Riley and

26 _____
27 ¹ The distinction between trustees is largely illusory. This dispute is about three siblings, two of whom were
28 given management responsibility and fiduciary duties. Having presided over all phases of this dispute, and
reading all file materials at various times during the pendency of this action, it is virtually impossible to
comprehend how the litigation would have been different if Messrs. Kimmel and Riley were not parties.

1 Kimmel failed to make a reasonable showing of individuated costs. They have failed to
2 “clearly distinguish and articulate costs associated with their defense that do not overlap
3 into the costs associated with Todd’s defense.”

4 This Court anticipated these motions when it developed its Order After Equitable
5 Trial. It was this anticipation that led to the express reference that trustees’ fees would be
6 paid as a general trust administration expense. The relief Messrs. Kimmel and Riley seek
7 would alter the purpose and effect of other fee provisions. Accordingly, this Court would
8 be required to re-visit and modify other provisions of its order. This Court incorporates by
9 reference its previous order analyzing offers of judgment and summarily concludes the
10 \$500 offers of judgment are not a basis to shift fees to Wendy. Among other reasons, the
11 offers of judgment were presumably made in Messrs. Riley and Kimmel’s individual
12 capacities. Messrs. Riley and Kimmel have made no reasonable showing that they
13 incurred fees in their individual capacities, but instead, all fees and costs were incurred in
14 the common defense of all trustees. Finally, the distinction between costs and fees
15 incurred by Todd as trustee and the costs and fees Todd incurred individually (that were
16 awarded against Wendy) is difficult to discern because Todd’s trust attorneys and
17 individual attorneys worked collaboratively in joint defense of Todd.

18 The motions are denied.

19 **2. Trustees Todd Jaksick and Michael Kimmel, and former trustee Kevin**
20 **Riley’s motion to alter or amend the judgment.** The trustees ask this Court to alter or
21 amend the judgment to remove the provision directing payment of \$300,000 to Wendy’s
22 attorneys. The trustees contend this Court sua sponte analyzed the fees to Wendy’s
23 counsel and neglected to make findings under Brunzell v. Golden Gate National Bank, 85
24 Nev. 345, 455 P.2d 31 (1969) and Shuette v. Beazer Homes Holding Corp., 121 Nev. 837,
25 124 P.3d 530 (2005).

26 The trustees’ motion is an example of the type of motion this Court expected when
27 it entered its Order After Equitable Trial. This Court directly noted the fee award to
28 Wendy’s counsel cannot be viewed in isolation. As this Court signaled, the fee award is

1 inseparable from this Court's entire analysis. The trustees essentially ask this Court to
2 parse out the portion of the order they dislike while preserving the provisions granting the
3 outcome they sought. To do so would render this Court's aggregate analysis incomplete.
4 Thus, if this Court were to re-visit the fee award to Wendy's counsel it would be
5 compelled to re-visit other provisions of the order.

6 This Court did not recite the talismanic words typically associated with Brunzell
7 because it was not awarding fees based upon a valuation of actual attorney time
8 presented. Instead, it considered the dominant Brunzell factors (advocates' quality,
9 character and complexity of work, actual work performed, and result) as part of this
10 unique litigation. This Court is confident it could recite the factors and will do so if
11 required upon remand.

12 The motion is denied.

13 4. **Co-trustee Stanley Jaksick's memorandum of attorneys' fees.** Consistent
14 with this Court's Order After Equitable Trial and subsequent judgment, Stanley Jaksick
15 filed a verified memorandum of attorneys' fees on April 22, 2020. Stanley Jaksick made no
16 request in his memorandum. Wendy filed an opposition, motion to strike and amended
17 opposition and motion to strike. Wendy contends that Stanley is not entitled to fees he
18 incurred individually as the fees he incurred as co-trustee were addressed in this Court's
19 Order After Equitable Trial. Todd filed an opposition, which primarily reads as a renewed
20 challenge to the propriety and constitutionality of this Court's Order After Equitable Trial.

21 Contrary to counsel's suggestion, this Court understands the role of different
22 attorneys at different times. The fees Stanley incurred as co-trustee of the family trust are
23 payable from the trust.² The fees Stanley incurred individually are not before this Court
24 and are not included within any order. Stanley's attempt to allocate fees he incurred early

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26 ² The language this Court used in its Order After Equitable Trial could be clarified. When this Court wrote
27 "Stanley Jaksick and Michael Kimmel's attorneys' fees are chargeable to the trust and paid from trust
28 corpus" it contemplated only the fees Stanley incurred as co-trustee of the Family Trust would be charged
against trust corpus. After all, Wendy dismissed her claims against Stanley individually on August 25, 2018,
long before trial. This Court did not intend that fees Stanley incurred individually would be charged against
the trust.

1 and individually from fees he incurred as co-trustee may be problematic. But at some
2 point Wendy dismissed her claims against Stanley individually. It appears the trustees
3 will either reach an agreement about the allocation of Stanley's individual and trustee fees
4 or they will participate in additional litigation.

5 Stanley's memorandum is acknowledged but no court intervention is requested and
6 none is given at this time.

7 5. **Wendy's motion for leave and first supplement to verified memorandum**
8 **of costs; the trustees' motion to strike; and Stanley's motion to strike or redact.** The
9 motions are denied as moot. The issues contained within the motions may be renewed
10 upon appellate remand, if any.

11 6. **Todd's motion to amend judgment.** Todd filed a lengthy motion in which
12 he re-argues evidence previously considered and responds to this Court's findings and
13 conclusions by arguing "clear error" and "manifest injustice." Todd's primary concern is
14 the award of fees. But as this Court noted when explaining its discretion, the attorneys'
15 fees issue is inseparable from all other issues. If this Court were to re-visit the fees award
16 it would be compelled to re-visit the totality of its order. Each constituent part of this
17 dispute is influenced by and dependent upon all other constituent parts. So, for example,
18 if this Court amended the fees provision it would be compelled to fashion broadened relief
19 elsewhere, such as its response to the accountings, continuing trusteeship, the trustees'
20 access to trust corpus to satisfy the expenses of litigation, and the fees awarded to Wendy's
21 counsel.

22 With two exceptions, this Court does not respond to the arguments Todd presents.
23 The first exception illustrates the problem of severing and modifying a part of the entire
24 order. Todd argues this Court improperly restricted his ability to collect his judgment
25 against Wendy personally by including language about spendthrift provisions. To the
26 contrary, this Court included the language about spendthrift trusts because it believed,
27 based upon the entirety of Todd's course of conduct and the jury's finding, that Todd may
28 use information he acquires as Wendy's fiduciary to advance his own personal interests

1 against Wendy as his judgment debtor. As trustee and co-trustee, Todd will know the
2 details of distributions to Wendy. This places him at an unfair advantage over Wendy and
3 other general creditors she may have. As an example of how this Court's decision should
4 be reviewed in its entirety instead of as separate parts of a whole, this Court considered
5 removing Todd as trustee. This Court recited its broad authority to do so and even
6 indicated through an earlier oral pronouncement that it was inclined to remove Todd as
7 trustee. One justification for removing Todd is the jury's verdict that he breached his
8 fiduciary duties and the probability of continued hostility between fiduciary and
9 beneficiary. In the final analysis, based upon the whole, this Court declined to remove
10 Todd as trustee, but included a provision that prevented him from taking advantage of
11 Wendy for his personal purposes through information he gains as trustee. Todd asserts a
12 distinction between his individual interests and trustee interests that is not supported by
13 the evidence of record.

14 This Court did not implicitly limit Todd's ability to recover against Wendy only
15 through distributions she receives from the trusts; Todd may exercise any lawful collection
16 efforts he wishes. What Todd cannot do is anticipate, re-direct, or attach any trust
17 distribution if a similarly situated general creditor is prohibited from doing so by
18 spendthrift provisions of the trust.

19 The second exception relates to Todd's obligation to pay 25% of trustee fees from
20 his own personal resources. The purpose of this fees provision was not to punish Todd for
21 his individual acts. The fees provision was a recognition that Todd's acts as trustee should
22 not be defended entirely at trust expense. The jury concluded that Todd alone breached
23 his fiduciary duties. The jury absolved other trustees of alleged misconduct. The jury's
24 verdict is consistent with this Court's observations in equity. Todd cannot assert the
25 benefits of the jury's verdict when it suits him and ignore the portion of the verdict that
26 repudiates his trustee conduct.

27 This Court agrees it should amend its judgment in one respect. The judgment
28 provides:

1 In favor of the Samuel S. Jaksick, Jr., Family Trust and SSJ's
2 Issue Trust against Todd Jaksick, as Co-Trustee of the Samuel
3 S. Jaksick, Jr., Family Trust in an amount equal to 25% of the
4 attorneys' fees paid by the Samuel S. Jaksick, Jr., Family Trust
5 and SSJ's Issue Trust for legal services rendered on behalf of
6 the Co-Trustees of the Samuel S. Jaksick, Jr., Family Trust and
7 Trustee for the SSJ's Issue Trust.

8 The above provision appears to make Todd personally responsible for 25% of the
9 fees the trusts paid for the benefit of co-trustee Stanley Jaksick. This was not this Court's
10 intention. This Court intended that Todd would pay 25% of the fees paid to the Law Firm
11 of Maupin Cox & LeGoy for representing Todd, Michael Kimmel, and Kevin Riley in their
12 trustee capacities. To the extent this Court's intention is not reflected in the judgment, this
13 Court authorizes and will sign an amended judgment correcting this possible
14 misunderstanding.

15 Motion granted only to clarify that Todd shall pay 25% of fees incurred by Maupin
16 Cox & LeGoy and not by co-trustee Stanley Jaksick.


17 7. **Wendy's motion to alter or amend judgment or, alternatively, motion for**
18 **new trial.** Wendy's motion has been fully briefed but is not submitted for this Court's
19 decision. Nonetheless, this Court analyzed all moving papers and concludes it is
20 appropriate to resolve Wendy's motion in this order.

21 The motion is denied.

22 The recent moving papers reveal the combined attorneys' fees now exceed \$3
23 million and may be approaching \$4 million. The parties are strongly encouraged to bring
24 this dispute to an end or commence their appellate litigation.

25 **IT IS SO ORDERED.**

26 Dated: June 10, 2020.

27 
28 David A. Hardy
District Court Judge

1 **CODE: 2540**

Adam Hosmer-Henner, Esq. (NSBN 12779)

2 McDONALD CARANO

100 West Liberty Street, 10th Floor

3 Reno, NV 89501

(775) 788-2000

4 ahosmerhenner@mcdonaldcarano.com

5 *Attorneys for Stanley Jaksick,*
6 *Co-Trustee of the Family Trust*

7 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**

8 **IN AND FOR THE COUNTY OF WASHOE**

9 * * * * *

10 In the Matter of the Administration of the

11 SSJ ISSUE TRUST,

CASE NO.: PR17-00445

DEPT. NO.: 15

CASE NO.: PR17-00446

DEPT. NO.: 15

13 In the Matter of the Administration of the

14 SAMUEL S. JAKSICK, JR. FAMILY TRUST,

16 **NOTICE OF ENTRY OF ORDER**

17 PLEASE TAKE NOTICE that on June 10, 2020, the above-entitled Court entered its
18 Order Resolving Submitted Matters. A true and correct copy of the Order is attached hereto.

19 **Affirmation**

20 The undersigned does hereby affirm that pursuant to NRS 239B.030, the preceding
21 document does not contain the social security number of any person.

22 DATED: June 11, 2020

23 McDONALD CARANO

24
25 By: /s/ Adam Hosmer-Henner
Adam Hosmer-Henner, Esq. (NSBN 12779)
26 100 West Liberty Street, 10th Floor
Reno, NV 89501

27 *Attorneys for Stanley Jaksick,*
28 *Co-Trustee of the Family Trust*

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I hereby certify that I am an employee of McDONALD
3 CARANO and that on June 11, 2020, I served the foregoing on the parties in said case by
4 electronically filing via the Court's e-filing system. The participants in this case are registered e-
5 filing users and notice of filing will be served on all parties by operation of the Court's CM/ECF
6 system, and parties may access this filing through the Court's CM/ECF system.

7 Donald Lattin, Esq.
8 Robert LeGoy, Esq.
9 Brian C. McQuaid, Esq.
10 Carolyn Renner, Esq.
11 Maupin Cox & LeGoy
12 4785 Caughlin Parkway
13 Reno, NV 89520

Kent Robison, Esq.
Therese M. Shanks, Esq.
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71 Washington Street
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11 Mark J. Connot, Esq.
12 Fox Rothschild, LLP
13 1980 Festival Plaza Drive, # 700
14 Las Vegas, NV 89135

Philip L. Kreitlein, Esq.
Kreitlein Law Group, Ltd.
1575 Delucci Lane, Ste. 101
Reno, NV 89502

14 R. Kevin Spencer, Esq.
15 Zachary E. Johnson, Esq.
16 Brendan P. Harvell, Esq.
17 Spencer Law, P.C.
500 N. Akard St., Suite 2150
Dallas, TX 75201

18 I declare under penalty of perjury that the foregoing is true and correct.

19 DATED: June 11, 2020.

20
21 By /s/ Jill Nelson
22 An Employee of McDonald Carano

THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

In the Matter of the Administration of the
SSJ'S ISSUE TRUST.

Case No. PR17-00445

CONSOLIDATED

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2 The following submitted matters are resolved as follows:

3 1. **Todd Jaksick's individual claim for attorneys' fees and costs for equitable**
4 **trial.** Consistent with this Court's prior analysis and decision, the motion is granted.

5 Todd is awarded against Wendy the amount of \$4,749.67 in costs and attorneys' fees of
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10 against Wendy personally, subsequent to the distribution.

11 The motion is granted; Todd Jaksick may submit a proposed judgment consistent
12 with this provision.

13 2. **Kevin Riley and Michael Kimmel's motions for attorneys' fees and costs.**
14 Messrs. Riley and Kimmel seek attorneys' fees and costs against Wendy individually
15 pursuant to NRS 7.085, NRS 18.005, 18.010(2)(b), NRS 18.020(3), and NRCP 68. They
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15 incurred by Todd as trustee and the costs and fees Todd incurred individually (that were
16 awarded against Wendy) is difficult to discern because Todd’s trust attorneys and
17 individual attorneys worked collaboratively in joint defense of Todd.

18 The motions are denied.

19 **2. Trustees Todd Jaksick and Michael Kimmel, and former trustee Kevin**
20 **Riley’s motion to alter or amend the judgment.** The trustees ask this Court to alter or
21 amend the judgment to remove the provision directing payment of \$300,000 to Wendy’s
22 attorneys. The trustees contend this Court sua sponte analyzed the fees to Wendy’s
23 counsel and neglected to make findings under Brunzell v. Golden Gate National Bank, 85
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11 required upon remand.

12 The motion is denied.

13 4. **Co-trustee Stanley Jaksick's memorandum of attorneys' fees.** Consistent
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17 dispute is influenced by and dependent upon all other constituent parts. So, for example,
18 if this Court amended the fees provision it would be compelled to fashion broadened relief
19 elsewhere, such as its response to the accountings, continuing trusteeship, the trustees'
20 access to trust corpus to satisfy the expenses of litigation, and the fees awarded to Wendy's
21 counsel.

22 With two exceptions, this Court does not respond to the arguments Todd presents.
23 The first exception illustrates the problem of severing and modifying a part of the entire
24 order. Todd argues this Court improperly restricted his ability to collect his judgment
25 against Wendy personally by including language about spendthrift provisions. To the
26 contrary, this Court included the language about spendthrift trusts because it believed,
27 based upon the entirety of Todd's course of conduct and the jury's finding, that Todd may
28 use information he acquires as Wendy's fiduciary to advance his own personal interests

1 against Wendy as his judgment debtor. As trustee and co-trustee, Todd will know the
2 details of distributions to Wendy. This places him at an unfair advantage over Wendy and
3 other general creditors she may have. As an example of how this Court's decision should
4 be reviewed in its entirety instead of as separate parts of a whole, this Court considered
5 removing Todd as trustee. This Court recited its broad authority to do so and even
6 indicated through an earlier oral pronouncement that it was inclined to remove Todd as
7 trustee. One justification for removing Todd is the jury's verdict that he breached his
8 fiduciary duties and the probability of continued hostility between fiduciary and
9 beneficiary. In the final analysis, based upon the whole, this Court declined to remove
10 Todd as trustee, but included a provision that prevented him from taking advantage of
11 Wendy for his personal purposes through information he gains as trustee. Todd asserts a
12 distinction between his individual interests and trustee interests that is not supported by
13 the evidence of record.

14 This Court did not implicitly limit Todd's ability to recover against Wendy only
15 through distributions she receives from the trusts; Todd may exercise any lawful collection
16 efforts he wishes. What Todd cannot do is anticipate, re-direct, or attach any trust
17 distribution if a similarly situated general creditor is prohibited from doing so by
18 spendthrift provisions of the trust.

19 The second exception relates to Todd's obligation to pay 25% of trustee fees from
20 his own personal resources. The purpose of this fees provision was not to punish Todd for
21 his individual acts. The fees provision was a recognition that Todd's acts as trustee should
22 not be defended entirely at trust expense. The jury concluded that Todd alone breached
23 his fiduciary duties. The jury absolved other trustees of alleged misconduct. The jury's
24 verdict is consistent with this Court's observations in equity. Todd cannot assert the
25 benefits of the jury's verdict when it suits him and ignore the portion of the verdict that
26 repudiates his trustee conduct.

27 This Court agrees it should amend its judgment in one respect. The judgment
28 provides:

1 In favor of the Samuel S. Jaksick, Jr., Family Trust and SSJ's
2 Issue Trust against Todd Jaksick, as Co-Trustee of the Samuel
3 S. Jaksick, Jr., Family Trust in an amount equal to 25% of the
4 attorneys' fees paid by the Samuel S. Jaksick, Jr., Family Trust
5 and SSJ's Issue Trust for legal services rendered on behalf of
6 the Co-Trustees of the Samuel S. Jaksick, Jr., Family Trust and
7 Trustee for the SSJ's Issue Trust.

8 The above provision appears to make Todd personally responsible for 25% of the
9 fees the trusts paid for the benefit of co-trustee Stanley Jaksick. This was not this Court's
10 intention. This Court intended that Todd would pay 25% of the fees paid to the Law Firm
11 of Maupin Cox & LeGoy for representing Todd, Michael Kimmel, and Kevin Riley in their
12 trustee capacities. To the extent this Court's intention is not reflected in the judgment, this
13 Court authorizes and will sign an amended judgment correcting this possible
14 misunderstanding.

15 Motion granted only to clarify that Todd shall pay 25% of fees incurred by Maupin
16 Cox & LeGoy and not by co-trustee Stanley Jaksick.


17 7. **Wendy's motion to alter or amend judgment or, alternatively, motion for**
18 **new trial.** Wendy's motion has been fully briefed but is not submitted for this Court's
19 decision. Nonetheless, this Court analyzed all moving papers and concludes it is
20 appropriate to resolve Wendy's motion in this order.

21 The motion is denied.

22 The recent moving papers reveal the combined attorneys' fees now exceed \$3
23 million and may be approaching \$4 million. The parties are strongly encouraged to bring
24 this dispute to an end or commence their appellate litigation.

25 **IT IS SO ORDERED.**

26 Dated: June 10, 2020.

27 
28 David A. Hardy
District Court Judge

1105

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

In the Matter of the:

CASE NO.: PR17-00445

SSJ's ISSUE TRUST.

DEPT. NO.: 15

In the Matter of the:

CASE NO.: PR17-00446

SAMUEL S. JAKSICK, JR., FAMILY
TRUST.

DEPT. NO.: 15

WENDY JAKSICK,

Respondent and Counter-Petitioner,

~~PROPOSED~~
AMENDED JUDGMENT

v.

TODD B. JAKSICK, Individually, as Co-
Trustee of the Samuel S. Jaksick Jr. Family
Trust, and as Trustee of the SSJ's Issue Trust;
MICHAEL S. KIMMEL, Individually and as
Co-Trustee of the Samuel S. Jaksick Jr. Family
Trust; STANLEY S. JAKSICK, Individually
and as Co-Trustee of the Samuel S. Jaksick Jr.
Family Trust; KEVIN RILEY, Individually, as
Former Trustee of the Samuel S. Jaksick Jr.
Family Trust, and as Trustee of the Wendy A.
Jaksick 2012 BHC Family Trust, INCLINE
TSS, LTD.; and DUCK LAKE RANCH, LLC;

Petitioners and Counter-Respondents.

The procedural history of this matter, in pertinent part, is as follows:

1. This matter was tried to a jury from February 14, 2019, to and including March 4, 2019.
2. On May 13, 2019, the Court began a bench trial to resolve Wendy Jaksick's

1 equitable claims. After consideration of the evidence and briefs filed by the parties, the Court
2 entered its Order After Equitable Trial on March 12, 2020.

3 3. On April 1, 2020, Judgment on Jury Verdict and Court Order on Equitable Claims
4 (“Judgment”) was entered in these matters. A true copy of the Judgment is attached as **Exhibit 1**
5 and is made a part hereof. The jury’s March 4, 2019 Verdict and the Court’s Order After
6 Equitable Trial are attached to and made part of the Judgment.

7 4. After the Judgment was filed, the parties filed various post-judgment motions. The
8 Court resolved the post-trial motions in its June 10, 2020 Order Resolving Submitted Matters
9 (Post Judgment Order”). A true copy of the Post Judgment Order is attached as **Exhibit 2** and is
10 made a part hereof. The Post Judgment Order resolves various contested issues that require the
11 Judgment be amended in certain limited areas.

12 GOOD CAUSE APPEARING, the Judgment is amended as follows:

13 1. **Todd Jaksick’s Individual Claim For Attorneys’ Fees and Costs on the Equity**
14 **Claims.** This motion is granted and in addition to the \$505,165.07 awarded to Todd Jaksick
15 (“Todd”) individually in the Judgment, the Judgment is hereby amended to include an additional
16 \$108,124.67, for a total judgment against Wendy Jaksick (“Wendy”) in favor of Todd individually
17 in the amount of \$613,289.74.

18 2. **Todd’s Position as Wendy’s Judgment Creditor.** Todd’s rights to enforce the
19 Judgment and this Amended Judgment is not limited or restricted, except as follows:

20 **Order After Equitable Trial:** “Todd shall be Wendy’s judgment creditor and
21 have no greater access to payment than any other judgment creditor. Todd may
22 attach or anticipate Wendy’s distributive share only if there are no spendthrift
23 provisions within the trust instruments that prohibit such creditor collection efforts.
24 If such spendthrift provisions exist, distributions shall be made to Wendy and Todd
25 may seek collection efforts against Wendy personally, subsequent to the
26 distribution. The trustees (including Todd) shall carefully measure Todd’s rights as
27 an individual judgment creditor with their fiduciary duties owed to Wendy as a
28 beneficiary.”

Judgment: “Declaring and decreeing that all fees ordered against Wendy Jaksick
shall be treated as a general trust administration expense and are not allocated to
any beneficiaries’ distributive share. Todd Jaksick may attach or anticipate
Wendy’s distributive share only if there are no spendthrift provisions within the
trust instruments that prohibit such creditor collection efforts. If such spendthrift
provisions exist, distributions shall be made to Wendy, and Todd may seek
collection efforts against Wendy personally, subsequent to the distribution.”

1 3. **Co-Trustee Stanley Jaksick's Memorandum of Attorney's Fees.** The fees
2 Stanley Jaksick incurred as Co-Trustee of the Family Trust are payable from the Trust and Court
3 intervention was neither requested nor is given.

4 4. **Todd's Motion to Amend.** The judgment is amended so as to exclude from
5 Todd's personal responsibility 25% of the fees the Trusts paid for the benefit of Co-Trustee
6 Stanley Jaksick.

7 5. **Maupin, Cox & LeGoy's Errata to Verified Memorandum of Attorney's Fees.**
8 The Judgment is not amended regarding Todd being personally responsible to pay 25% of
9 the fees paid to the law firm of Maupin, Cox & LeGoy ("MCL") for representing Todd, Michael
10 Kimmel, and Kevin Riley in their Trustee capacities for MCL defending them against Wendy's
11 legal and equitable claims.

12 On May 21, 2020, MCL filed the Petitioners' Verified Memorandum of Attorney's Fees.
13 On June 18, 2020, MCL filed an Errata to its Verified Memorandum of Attorney's Fees. On June
14 21, 2020, MCL filed its Second Errata to Petitioners' Verified Memorandum of Attorney's Fees.
15 According to the Second Errata, MCL charged \$855,450.50 for representing Todd as Co-Trustee
16 of the Family Trust and as Trustee of the Issue Trust, Mike Kimmel as Co-Trustee of the Family
17 Trust, Kevin Riley as Co-Trustee of the Family Trust and Kevin Riley as Trustee of Wendy
18 Jaksick's BHC Trust.

19 6. **Todd's Challenge to Petitioners' Verified Memorandum of Attorney's Fees**
20 **and Second Errata Thereto.** On June 29, 2020, Todd filed his Response to Petitioners' Verified
21 Memorandum of Attorney's Fees and the first and second Errata filed in connection thereto. Todd
22 attempted to show that the Petitioners' Verified Memorandum of Attorney's Fees included
23 substantial charges for MCL's administration of the Family Trust and the Issue Trust and argued
24 that the \$855,450.50 should be reduced by the amount of \$88,428.75. After consideration of
25 Todd's response, it is ordered that Todd reimburse the trusts 25% of the amount charged by MCL
26 for defending against Wendy Jaksick's litigation. Todd is ordered to reimburse the trusts 25% of
27 the balance (\$797,021.75) in the amount of \$199,255.44.
28

1 IT IS HEREBY ORDERED, DECREED AND ADJUDICATED that the Judgment is
2 amended as set forth above. In all other respects, the Judgment on Jury Verdict and Court Order
3 on Equitable Claims, Order After Equitable Trial, and Order Resolving Submitted Matters, to the
4 extent not inconsistent or amended hereby, together with this Amended Judgment, resolve all
5 claims against all parties. This Amended Judgment, together with the attached exhibits
6 incorporated herein is, pursuant to Rule 54(b) of the Nevada Rules of Civil Procedure, a final
7 judgment.

8 DATED this 2nd day of July, 2020.

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12 DAVID A. HARDY
13 DISTRICT COURT JUDGE
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EXHIBIT LIST

<u>Exhibit No.</u>	<u>Description</u>	<u>Pages</u>
1	Judgment on Jury Verdict and Court Order on Equitable Claims	35
2	Order Resolving Submitted Matters	8

EXHIBIT 1

1845

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

In the Matter of the:

SSJ's ISSUE TRUST.

CASE NO.: PR17-00445

DEPT. NO.: 15

In the Matter of the:

SAMUEL S. JAKSICK, JR., FAMILY
TRUST.

CASE NO.: PR17-00446

DEPT. NO.: 15

WENDY JAKSICK,

Respondent and Counter-Petitioner,

v.

TODD B. JAKSICK, Individually, as Co-
Trustee of the Samuel S. Jaksick Jr. Family
Trust, and as Trustee of the SSJ's Issue Trust;
MICHAEL S. KIMMEL, Individually and as
Co-Trustee of the Samuel S. Jaksick Jr. Family
Trust; STANLEY S. JAKSICK, Individually
and as Co-Trustee of the Samuel S. Jaksick Jr.
Family Trust; KEVIN RILEY, Individually, as
Former Trustee of the Samuel S. Jaksick Jr.
Family Trust, and as Trustee of the Wendy A.
Jaksick 2012 BHC Family Trust, INCLINE
TSS, LTD.; and DUCK LAKE RANCH, LLC;

Petitioners and Counter-Respondents.

**JUDGMENT ON JURY VERDICT AND
COURT ORDER ON EQUITABLE
CLAIMS**

A. JUDGMENT ON JURY VERDICT

This matter was tried to a jury from February 14, 2019 to and including March 4, 2019.
The jury found in favor of Todd Jaksick, individually, Stanley Jaksick, individually and as Co-

1 Trustee of the Samuel S. Jaksick, Jr., Family Trust, Michael Kimmel, individually and as Co-
2 Trustee of the Samuel S. Jaksick, Jr., Family Trust and Kevin Riley, individually and as Co-
3 Trustee of the Samuel S. Jaksick, Jr., Family Trust and Trustee of the BHC Trust and against
4 Counter-Petitioner Wendy Jaksick on all claims and defenses. The jury found in favor of Counter-
5 Petitioner Wendy Jaksick against Todd Jaksick, as Co-Trustee of the Samuel S. Jaksick, Jr.,
6 Family Trust and as Trustee of the SSJ's Issue Trust on her breach of fiduciary duty claim and
7 assessed damages in the total amount of \$15,000. The jury found in favor of Todd Jaksick, as Co-
8 Trustee of the Samuel S. Jaksick, Jr., Family Trust and as Trustee of the SSJ's Issue Trust, on all
9 of Wendy Jaksick's other claims tried to the jury. The Jury Verdict is attached hereto and made a
10 part hereof.

11 Accordingly, judgment is entered as follows:

12 1. In favor of Todd Jaksick, individually, Stanley Jaksick, individually and as Co-
13 Trustee of the Samuel S. Jaksick, Jr., Family Trust, Michael Kimmel, individually and as Co-
14 Trustee of the Samuel S. Jaksick, Jr., Family Trust and Kevin Riley, individually and as Co-
15 Trustee of the Samuel S. Jaksick, Jr., Family Trust and Trustee of the BHC Trust against Counter-
16 Petitioner Wendy Jaksick on all of the claims and defenses tried to the jury. As required by NRS
17 18.110, these prevailing parties shall file their Memoranda of Costs within five days from notice
18 of entry of this Judgment on Jury Verdict.

19 2. In favor of Wendy Jaksick against Todd Jaksick as Co-Trustee of the Samuel S.
20 Jaksick, Jr., Family Trust and as Trustee of the SSJ's Issue Trust on Wendy Jaksick's breach of
21 fiduciary duty claims. The Jury's Verdict in favor of Counter-Petitioner Wendy Jaksick in the
22 amount of \$15,000 is *de minimis* in light of her request for damages of \$80,000,000 and in light of
23 her failure to prevail on fraud, conspiracy and aiding and abetting. She is, therefore, not a
24 prevailing party and not entitled to recover costs under NRS 18.050 and NRS 18.110. Counter-
25 Petitioner Wendy Jaksick failed to obtain a judgment in excess of the Offers of Judgment served
26 by Todd Jaksick, as an individual, and is therefore not entitled to recover costs pursuant to NRCP
27 68. Counter-Petitioner Wendy Jaksick's judgment against Todd Jaksick, as Co-Trustee of the
28 Samuel S. Jaksick, Jr., Family Trust and as Trustee of the SSJ's Issue Trust, is for the total amount

1 of \$15,000, together with prejudgment interest from the date of her Counter-Petition (January 19,
2 2018) to the date of the Offer of Judgment (August 29, 2018) served by Todd Jaksick, in his
3 individual capacity, in the amount of \$605.34, for a total judgment of \$15,605.34. This judgment
4 shall accrue interest at judgment rate until paid in full.

5 3. All claims asserted by Counter-Petitioner Wendy Jaksick in her Counter-Petition
6 and Amended Counter-Petition and tried to the jury are dismissed with prejudice.

7 4. In favor of Duck Lake Ranch, LLC, and Incline TSS, Ltd. against Counter-
8 Petitioner Wendy Jaksick. The Court dismissed Counter-Petitioner's claims against these entities
9 and pursuant to NRS 18.110, these entities shall file their Memoranda of Costs within five days of
10 notice of entry of this judgment.

11 **B. JUDGMENT ON EQUITABLE CLAIMS**

12 On May 13, 2019, the Court began a bench trial to resolve Wendy Jaksick's equitable
13 claims. The parties stipulated to submit written closing trial briefs and replies. Having considered
14 all briefs, evidence admitted during the jury trial and evidence submitted in support of the parties'
15 positions on the equitable claims, the Court entered its *Order After Equitable Trial* on March 12,
16 2020. The Order is attached hereto, made a part hereof, and is incorporated herein. The terms,
17 provisions, findings and conclusions set forth in its *Order After Equitable Trial* are incorporated
18 herein as the Court's Findings of Fact and Conclusions of Law pursuant to Rule 52(a) of the
19 Nevada Rules of Civil Procedure.

20 Judgment is hereby entered as follows:

21 1. Against Counter-Petitioner Wendy Jaksick on all of her equitable claims and is
22 entered in favor of Todd Jaksick, as an individual, Stanley Jaksick, as an individual and Co-
23 Trustee of the Samuel S. Jaksick, Jr., Family Trust, Michael Kimmel, as an individual and Co-
24 Trustee of the Samuel S. Jaksick, Jr., Family Trust, Kevin Riley, individually, Kevin Riley, as Co-
25 Trustee of the Samuel S. Jaksick, Jr., Family Trust, Kevin Riley, as Trustee of the BHC Trust,
26 Duck Lake Ranch, LLC, and Incline TSS, Ltd. These prevailing parties shall file their
27 Memoranda of Costs pursuant to NRS 18.110 within five days of the notice of entry of this
28 judgment.

1 2. In favor of Counter-Petitioner Wendy Jaksick's counsel of record in the amount of
2 \$300,000 to be paid by the Samuel S. Jaksick, Jr., Family Trust and the SSJ's Issue Trust.

3 3. In favor of the Samuel S. Jaksick, Jr., Family Trust and SSJ's Issue Trust against
4 Todd Jaksick, as Co-Trustee of the Samuel S. Jaksick, Jr., Family Trust in an amount equal to
5 25% of the attorneys' fees paid by the Samuel S. Jaksick, Jr., Family Trust and SSJ's Issue Trust
6 for legal services rendered on behalf of the Co-Trustees of the Samuel S. Jaksick, Jr., Family Trust
7 and Trustee for the SSJ's Issue Trust. Todd Jaksick's obligation to satisfy this judgment requires
8 payment of the amount determined from his personal funds. Counsel for the Trustees and Trustee
9 shall submit verified Memoranda of Fees paid within twenty-one days of notice of entry of this
10 judgment.

11 4. On March 13, 2019, Todd Jaksick, in his individual capacity, filed a Motion for
12 Order Awarding Costs and Attorneys' Fees for Todd Jaksick, individually, Duck Lake Ranch,
13 LLC and Incline TSS, Ltd. For the reasons stated in the Court's March 12, 2020 *Order After*
14 *Equitable Trial*, Todd Jaksick's Motion for Order Awarding Costs and Attorneys' Fees was
15 granted, subject to section (c) on page 22 of the Court's *Order After Equitable Trial*. Accordingly,
16 judgment is hereby entered in favor of Todd Jaksick, individually, against Counter-Petitioner
17 Wendy Jaksick in the amount of \$436,331 for attorneys' fees and \$68,834.07 in costs, for a total
18 judgment in favor of Todd Jaksick against Counter-Petitioner Wendy Jaksick of \$505,165.07,
19 which amount shall accrue interest from the date hereof at the legal rate.

20 5. In favor of the SSJ's Issue Trust and Incline TSS, Ltd., confirming title to the Lake
21 Tahoe house is to remain in the name of Incline TSS, Ltd., and against Wendy Jaksick regarding
22 claims to disrupt or change the title to the Lake Tahoe home.

23 6. In favor of the Samuel S. Jaksick, Jr., Family Trust against Counter-Petitioner
24 Wendy Jaksick denying her July 23, 2019 Emergency Motion to Compel Distribution from the
25 Samuel S. Jaksick, Jr., Family Trust.

26 7. In favor of Counter-Respondents, consistent with the Jury's Verdict on the ACPAs
27 and Indemnification Agreements.
28

1 8. Against Counter-Petitioner Wendy Jaksick and in favor of Todd Jaksick,
2 individually and as Co-Trustee of the Samuel S. Jaksick, Jr., Family Trust, Stanley Jaksick,
3 individually and as Co-Trustee of the Samuel S. Jaksick, Jr., Family Trust, Michael Kimmel,
4 individually and as Co-Trustee of the Samuel S. Jaksick, Jr., Family Trust and Kevin Riley,
5 individually and as Co-Trustee of the Samuel S. Jaksick, Jr., Family Trust and Trustee of the BHC
6 Trust, Duck Lake Ranch, LLC, and Incline TSS, Ltd., on Counter-Petitioner Wendy Jaksick's
7 claims on unjust enrichment and constructive trust.

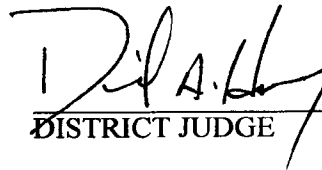
8 9. In favor of Todd Jaksick, as Co-Trustee of the Samuel S. Jaksick, Jr., Family Trust
9 and as Trustee of the SSJ's Issue Trust, and against Counter-Petitioner Wendy Jaksick confirming
10 Todd Jaksick, as Trustee of the SSJ's Issue Trust and Co-Trustee of the Samuel S. Jaksick, Jr.,
11 Family Trust. Michael Kimmel and Stanley Jaksick are also confirmed as Co-Trustees of the
12 Samuel S. Jaksick, Jr., Family Trust.

13 10. In favor of the Samuel S. Jaksick, Jr., Family Trust and the SSJ's Issue Trust
14 against Todd Jaksick, as Co-Trustee of the Samuel S. Jaksick, Jr., Family Trust and Trustee of the
15 SSJ's Issue Trust, for all Trustee's fees paid to Todd Jaksick. Todd Jaksick is hereby required to
16 disgorge all Trustee's fees paid to him, and payment thereof will constitute a setoff against any
17 amounts he must pay as and for 25% of the attorneys' fees paid to the Trustees' counsel of record.

18 11. Declaring and decreeing that all fees ordered against Wendy Jaksick shall be
19 treated as a general trust administration expense and are not allocated to any beneficiaries'
20 distributive share. Todd Jaksick may attach or anticipate Wendy's distributive share only if there
21 are no spendthrift provisions within the trust instruments that prohibit such creditor collection
22 efforts. If such spendthrift provisions exist, distributions shall be made to Wendy, and Todd may
23 seek collection efforts against Wendy personally, subsequent to the distribution.

24 IT IS HEREBY ORDERED, DECREED AND ADJUDGED that the foregoing, upon entry
25 and filing in this matter, is an enforceable final judgment and all findings and conclusions of the
26 Court's March 12, 2020 *Order After Equitable Trial* are expressly incorporated herein. This
27 judgment resolves all claims against all parties, and pursuant to Rule 54(b) of the Nevada Rules of
28 Civil Procedure is a final judgment.

DATED this 1st day of April, 2020.


DISTRICT JUDGE

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EXHIBIT 2

THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

In the Matter of the Administration of the
SSJ'S ISSUE TRUST.

Case No. PR17-00445

CONSOLIDATED

In the Matter of the Administration of the Case
SAMUEL S. JAKSICK, JR. FAMILY TRUST.

No. PR17-00446

Dept. No. 15

ORDER RESOLVING SUBMITTED MATTERS

This lengthy dispute has been difficult for the litigants and all are aggrieved by the process and outcome. This Court anticipated additional litigation (especially regarding fees and costs) when it entered its Order After Equitable Trial on March 13, 2020. It therefore signaled to the parties that it had considered all issues, evidence, arguments, and authorities. Regarding fees and costs, this Court wrote: 1) its "discretionary resolution of the fees requests is bound by all facts of record and influenced by the entirety of the pre-trial, legal, and equitable proceedings (including the settlement agreement between Todd and Stanley) and uncertainties created by notarial malfeasance," 2) "[t]here are competing facts and legal principles, which this Court analyzes in the aggregate and not in isolation," 3) the "NRCP 68 request cannot be considered narrowly, but instead, must be viewed by a totality of the case proceedings and statutory authorities governing trustees," 4) "[t]his Court's discretion is guided by the unique facts and procedural history of this case," and

1 5) "[t]his Court anticipates the parties will seek clarification and other relief through
2 additional motion work. The attorneys' fees provisions in this order reflect the entirety of
3 this Court's intentions regarding fees. This order also reflects the entirety of this Court's
4 intentions regarding all other pending matters."

5 By order dated April 21, 2020, this Court denied Wendy Jaksick's costs. It again
6 attempted to signal to the parties that it had considered all issues, evidence, arguments,
7 and authorities. After expressing concern about how costs could be segregated between
8 parties and claims, it wrote: "This Court anticipated costs litigation when it awarded fees
9 to Wendy's counsel. Like all other issues, the issue of awardable costs cannot be viewed in
10 isolation; instead, it must be viewed as a small part of a larger whole. This Court's cost
11 analysis is embedded in the fee award." After identifying Michael Kimmel and Kevin
12 Riley as prevailing parties, this Court wrote: "The problem this Court anticipates is that
13 Messrs. Kimmel and Riley will be unable to clearly distinguish and articulate costs
14 associated with their defense that do not overlap into the costs associated with Todd's
15 defense. Thus, it is unlikely this Court will order Wendy to pay their costs."

16 The parties have now filed moving papers after the Order After Equitable Trial that
17 aggregate to more than 1,300 additional pages in the court record. The tone of some
18 arguments has subtly changed, becoming negative. This Court identified the law
19 governing fees and costs in previous orders and will not repeat itself in this order. NRCP
20 59(e) relief may be granted to correct manifest errors of law or fact, address newly
21 discovered or previously unavailable evidence, respond to a change in controlling law, or
22 to prevent manifest injustice. AA Primo Builders, LLC v. Wash., 126 Nev. 578, 582, 245
23 P.3d 1190, 1193 (2010) (internal citations omitted). Manifest injustice exists where the
24 decision is obviously contrary to the evidence. Kroeger Props. & Dev., Inc. v. Silver State
25 Title Co., 102 Nev. 112, 114, 715 P.2d 1328, 1330 (1986) (quoting Price v. Sinnott, 85 Nev.
26 600, 608, 460 P.2d 837, 842 (1969)). An NRCP 59(e) motion "may not be used to relitigate
27 old matters, or to raise arguments or present evidence that could have been raised prior to
28 the entry of judgment." 11 Charles Alan Wright et al., FEDERAL PRACTICE AND PROCEDURE §

1 2810.1 (3d ed.) (footnotes omitted).

2 The following submitted matters are resolved as follows:

3 1. **Todd Jaksick's individual claim for attorneys' fees and costs for equitable**
4 **trial.** Consistent with this Court's prior analysis and decision, the motion is granted.
5 Todd is awarded against Wendy the amount of \$4,749.67 in costs and attorneys' fees of
6 \$103,375.00. Interest shall accrue at the legal rate. Todd may attach or anticipate Wendy's
7 distributive share only if there are no spendthrift provisions within the trust instruments
8 that prohibit such creditor collection efforts. If such spendthrift provisions exist,
9 distributions shall be made directly to Wendy and Todd may seek collection efforts
10 against Wendy personally, subsequent to the distribution.

11 The motion is granted; Todd Jaksick may submit a proposed judgment consistent
12 with this provision.

13 2. **Kevin Riley and Michael Kimmel's motions for attorneys' fees and costs.**
14 Messrs. Riley and Kimmel seek attorneys' fees and costs against Wendy individually
15 pursuant to NRS 7.085, NRS 18.005, 18.010(2)(b), NRS 18.020(3), and NRCP 68. They
16 tacitly concede they cannot segregate their fees and costs from the fees and costs incurred
17 in representation of all aligned trustees. They therefore propose the simplistic but
18 understandable allocation of 25% each of all fees and costs incurred by the trustees
19 represented by Mr. Lattin and the attorneys at Maupin Cox & LeGoy. Their proposed
20 allocation does not accommodate the consistent and overwhelming observation this Court
21 made throughout this proceeding: Mr. Lattin (and other attorneys associated with Mr.
22 Lattin through the Law Firm of Maupin Cox & LeGoy) provided a single, common
23 representation for similarly situated trustees. But Todd is at the core of the representation
24 and Todd's fees and costs would be the same or only imperceptibly different if Messrs.
25 Riley and Kimmel were not parties.¹ Although prevailing parties, Messrs. Riley and

26
27 ¹ The distinction between trustees is largely illusory. This dispute is about three siblings, two of whom were
28 given management responsibility and fiduciary duties. Having presided over all phases of this dispute, and
reading all file materials at various times during the pendency of this action, it is virtually impossible to
comprehend how the litigation would have been different if Messrs. Kimmel and Riley were not parties.

1 Kimmel failed to make a reasonable showing of individuated costs. They have failed to
2 "clearly distinguish and articulate costs associated with their defense that do not overlap
3 into the costs associated with Todd's defense."

4 This Court anticipated these motions when it developed its Order After Equitable
5 Trial. It was this anticipation that led to the express reference that trustees' fees would be
6 paid as a general trust administration expense. The relief Messrs. Kimmel and Riley seek
7 would alter the purpose and effect of other fee provisions. Accordingly, this Court would
8 be required to re-visit and modify other provisions of its order. This Court incorporates by
9 reference its previous order analyzing offers of judgment and summarily concludes the
10 \$500 offers of judgment are not a basis to shift fees to Wendy. Among other reasons, the
11 offers of judgment were presumably made in Messrs. Riley and Kimmel's individual
12 capacities. Messrs. Riley and Kimmel have made no reasonable showing that they
13 incurred fees in their individual capacities, but instead, all fees and costs were incurred in
14 the common defense of all trustees. Finally, the distinction between costs and fees
15 incurred by Todd as trustee and the costs and fees Todd incurred individually (that were
16 awarded against Wendy) is difficult to discern because Todd's trust attorneys and
17 individual attorneys worked collaboratively in joint defense of Todd.

18 The motions are denied.

19 **2. Trustees Todd Jaksick and Michael Kimmel, and former trustee Kevin**
20 **Riley's motion to alter or amend the judgment.** The trustees ask this Court to alter or
21 amend the judgment to remove the provision directing payment of \$300,000 to Wendy's
22 attorneys. The trustees contend this Court sua sponte analyzed the fees to Wendy's
23 counsel and neglected to make findings under Brunzell v. Golden Gate National Bank, 85
24 Nev. 345, 455 P.2d 31 (1969) and Shuette v. Beazer Homes Holding Corp., 121 Nev. 837,
25 124 P.3d 530 (2005).

26 The trustees' motion is an example of the type of motion this Court expected when
27 it entered its Order After Equitable Trial. This Court directly noted the fee award to
28 Wendy's counsel cannot be viewed in isolation. As this Court signaled, the fee award is

1 inseparable from this Court's entire analysis. The trustees essentially ask this Court to
2 parse out the portion of the order they dislike while preserving the provisions granting the
3 outcome they sought. To do so would render this Court's aggregate analysis incomplete.
4 Thus, if this Court were to re-visit the fee award to Wendy's counsel it would be
5 compelled to re-visit other provisions of the order.

6 This Court did not recite the talismanic words typically associated with Brunzell
7 because it was not awarding fees based upon a valuation of actual attorney time
8 presented. Instead, it considered the dominant Brunzell factors (advocates' quality,
9 character and complexity of work, actual work performed, and result) as part of this
10 unique litigation. This Court is confident it could recite the factors and will do so if
11 required upon remand.

12 The motion is denied.

13 4. **Co-trustee Stanley Jaksick's memorandum of attorneys' fees.** Consistent
14 with this Court's Order After Equitable Trial and subsequent judgment, Stanley Jaksick
15 filed a verified memorandum of attorneys' fees on April 22, 2020. Stanley Jaksick made no
16 request in his memorandum. Wendy filed an opposition, motion to strike and amended
17 opposition and motion to strike. Wendy contends that Stanley is not entitled to fees he
18 incurred individually as the fees he incurred as co-trustee were addressed in this Court's
19 Order After Equitable Trial. Todd filed an opposition, which primarily reads as a renewed
20 challenge to the propriety and constitutionality of this Court's Order After Equitable Trial.

21 Contrary to counsel's suggestion, this Court understands the role of different
22 attorneys at different times. The fees Stanley incurred as co-trustee of the family trust are
23 payable from the trust.² The fees Stanley incurred individually are not before this Court
24 and are not included within any order. Stanley's attempt to allocate fees he incurred early

25
26 ² The language this Court used in its Order After Equitable Trial could be clarified. When this Court wrote
27 "Stanley Jaksick and Michael Kimmel's attorneys' fees are chargeable to the trust and paid from trust
28 corpus" it contemplated only the fees Stanley incurred as co-trustee of the Family Trust would be charged
against trust corpus. After all, Wendy dismissed her claims against Stanley individually on August 25, 2018,
long before trial. This Court did not intend that fees Stanley incurred individually would be charged against
the trust.

1 and individually from fees he incurred as co-trustee may be problematic. But at some
2 point Wendy dismissed her claims against Stanley individually. It appears the trustees
3 will either reach an agreement about the allocation of Stanley's individual and trustee fees
4 or they will participate in additional litigation.

5 Stanley's memorandum is acknowledged but no court intervention is requested and
6 none is given at this time.

7 **5. Wendy's motion for leave and first supplement to verified memorandum**
8 **of costs; the trustees' motion to strike; and Stanley's motion to strike or redact.** The
9 motions are denied as moot. The issues contained within the motions may be renewed
10 upon appellate remand, if any.

11 **6. Todd's motion to amend judgment.** Todd filed a lengthy motion in which
12 he re-argues evidence previously considered and responds to this Court's findings and
13 conclusions by arguing "clear error" and "manifest injustice." Todd's primary concern is
14 the award of fees. But as this Court noted when explaining its discretion, the attorneys'
15 fees issue is inseparable from all other issues. If this Court were to re-visit the fees award
16 it would be compelled to re-visit the totality of its order. Each constituent part of this
17 dispute is influenced by and dependent upon all other constituent parts. So, for example,
18 if this Court amended the fees provision it would be compelled to fashion broadened relief
19 elsewhere, such as its response to the accountings, continuing trusteeship, the trustees'
20 access to trust corpus to satisfy the expenses of litigation, and the fees awarded to Wendy's
21 counsel.

22 With two exceptions, this Court does not respond to the arguments Todd presents.
23 The first exception illustrates the problem of severing and modifying a part of the entire
24 order. Todd argues this Court improperly restricted his ability to collect his judgment
25 against Wendy personally by including language about spendthrift provisions. To the
26 contrary, this Court included the language about spendthrift trusts because it believed,
27 based upon the entirety of Todd's course of conduct and the jury's finding, that Todd may
28 use information he acquires as Wendy's fiduciary to advance his own personal interests

1 against Wendy as his judgment debtor. As trustee and co-trustee, Todd will know the
2 details of distributions to Wendy. This places him at an unfair advantage over Wendy and
3 other general creditors she may have. As an example of how this Court's decision should
4 be reviewed in its entirety instead of as separate parts of a whole, this Court considered
5 removing Todd as trustee. This Court recited its broad authority to do so and even
6 indicated through an earlier oral pronouncement that it was inclined to remove Todd as
7 trustee. One justification for removing Todd is the jury's verdict that he breached his
8 fiduciary duties and the probability of continued hostility between fiduciary and
9 beneficiary. In the final analysis, based upon the whole, this Court declined to remove
10 Todd as trustee, but included a provision that prevented him from taking advantage of
11 Wendy for his personal purposes through information he gains as trustee. Todd asserts a
12 distinction between his individual interests and trustee interests that is not supported by
13 the evidence of record.

14 This Court did not implicitly limit Todd's ability to recover against Wendy only
15 through distributions she receives from the trusts; Todd may exercise any lawful collection
16 efforts he wishes. What Todd cannot do is anticipate, re-direct, or attach any trust
17 distribution if a similarly situated general creditor is prohibited from doing so by
18 spendthrift provisions of the trust.

19 The second exception relates to Todd's obligation to pay 25% of trustee fees from
20 his own personal resources. The purpose of this fees provision was not to punish Todd for
21 his individual acts. The fees provision was a recognition that Todd's acts as trustee should
22 not be defended entirely at trust expense. The jury concluded that Todd alone breached
23 his fiduciary duties. The jury absolved other trustees of alleged misconduct. The jury's
24 verdict is consistent with this Court's observations in equity. Todd cannot assert the
25 benefits of the jury's verdict when it suits him and ignore the portion of the verdict that
26 repudiates his trustee conduct.

27 This Court agrees it should amend its judgment in one respect. The judgment
28 provides:

1 In favor of the Samuel S. Jaksick, Jr., Family Trust and SSJ's
2 Issue Trust against Todd Jaksick, as Co-Trustee of the Samuel
3 S. Jaksick, Jr., Family Trust in an amount equal to 25% of the
4 attorneys' fees paid by the Samuel S. Jaksick, Jr., Family Trust
5 and SSJ's Issue Trust for legal services rendered on behalf of
6 the Co-Trustees of the Samuel S. Jaksick, Jr., Family Trust and
7 Trustee for the SSJ's Issue Trust.

8 The above provision appears to make Todd personally responsible for 25% of the
9 fees the trusts paid for the benefit of co-trustee Stanley Jaksick. This was not this Court's
10 intention. This Court intended that Todd would pay 25% of the fees paid to the Law Firm
11 of Maupin Cox & LeGoy for representing Todd, Michael Kimmel, and Kevin Riley in their
12 trustee capacities. To the extent this Court's intention is not reflected in the judgment, this
13 Court authorizes and will sign an amended judgment correcting this possible
14 misunderstanding.

15 Motion granted only to clarify that Todd shall pay 25% of fees incurred by Maupin
16 Cox & LeGoy and not by co-trustee Stanley Jaksick.


17 7. **Wendy's motion to alter or amend judgment or, alternatively, motion for**
18 **new trial.** Wendy's motion has been fully briefed but is not submitted for this Court's
19 decision. Nonetheless, this Court analyzed all moving papers and concludes it is
20 appropriate to resolve Wendy's motion in this order.

21 The motion is denied.

22 The recent moving papers reveal the combined attorneys' fees now exceed \$3
23 million and may be approaching \$4 million. The parties are strongly encouraged to bring
24 this dispute to an end or commence their appellate litigation.

25 **IT IS SO ORDERED.**

26 Dated: June 10, 2020.

27 
28 David A. Hardy
District Court Judge