

**IN THE SUPREME COURT OF THE STATE OF NEVADA**

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

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**CASE NO.: 81470**

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

**District Court Case No.:  
PR17-00445/PR17-00446**

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; 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; and STANLEY  
JAKSICK, Individually and as Co-Trustee of  
the Samuel S. Jaksick Jr. Family Trust,

Appellants/Cross-Respondents,

vs.

WENDY JAKSICK,

Respondent/Cross-Appellant.

**APPELLANT/CROSS-RESPONDENT**  
**TODD B. JAKSICK'S APPENDIX TO OPENING BRIEF**

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Request for Submission	5.18.20	19	TJA003358-003365
Request for Submission	5.19.20	19	TJA003373-003376
Request for Submission	5.19.20	20	TJA003453-003456
Request for Submission	6.8.20	21	TJA003635-003638
Request for Submission of Motion for Order Awarding Costs and Attorneys' Fees	4.1.19	7	TJA001186-001189
Request for Submission of Wendy A. Jaksick's Motion for Leave to Join Indispensable Parties	12.18.18	5	TJA000934-000936

Respondent Wendy A. Jaksick's Answer to Petition for Approval of Accounting and Other Trust Administration Matters (Family Trust)	10.10.17	4	TJA000595-000601
Respondent Wendy A. Jaksick's Answer to Petition for Approval of Accounting and Other Trust Administration Matters (Issue Trust)	10.10.17	4	TJA000602-000606
Respondent Wendy A. Jaksick's Opposition and Objection to 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 (Family Trust)	10.10.17	4	TJA000586-000594
Respondent Wendy A. Jaksick's Opposition and Objection to 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 (Issue Trust)	10.10.17	4	TJA000607-000614

Stanley Jaksick's Written Closing Arguments	7.1.19	7	TJA001275-001281
Stanley Jaksick's Written Closing Reply Brief	7.31.19	11	TJA001758-001977
Stanley S. Jaksick's Answer to 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	8.2.18	5	TJA000832-000844
Supplemental Brief by Stanley Jaksick, Co-Trustee of the Samuel S. Jaksick, Jr. Family Trust	2.18.20	12	TJA002078-002085
Supplemental Motion in Support of Award of Attorney's Fees to Wendy Jaksick's Attorneys	5.12.20	19	TJA003206-003324
Todd B. Jaksick's and Michael S. Kimmel's Answer to First Amended Counter-Petition to Surcharge Trustees for Breach of Fiduciary Duties, For Removal of Trustees and Appointment of Independent Trustees, and for Declaratory Judgment and Other	4.13.18	4	TJA000780-000795

Relief			
Todd B. Jaksick's Answer and Objections to 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	4.9.18	4	TJA000767-000779
Todd B. Jaksick's Closing Argument Brief	7.1.19	7	TJA001282-001362
Todd B. Jaksick's Closing Argument Brief	7.31.19	9	TJA001536-001623
Todd B. Jaksick's Opposition to Wendy Jaksick's Motion to Alter or Amend Judgment, or, Alternatively, Motion for a New Trial	5.8.20	18	TJA003152-003189
Todd B. Jaksick's Opposition to Wendy Jaksick's Supplemental Motion in Support of Award of Attorney's Fees	5.21.20	21	TJA003609-003617
Todd B. Jaksick's, Individually, Opposition to Wendy Jaksick's Motion for Leave to Join Indispensable Parties	12.6.18	5	TJA000856-000872

Todd Jaksick's Motion to Strike Wendy Jaksick's Verified Memorandum of Costs or, in the Alternative, Motion to Retax Costs	3.25.20	13	TJA002190-002194
Todd B. Jaksick's Motion to Amend Judgment	4.29.20	18	TJA003001-003043
Todd Jaksick's Supplemental Brief in Response to the Court's February 6, 2020 Order for Supplemental Briefing	2.18.20	12	TJA001980-002043
Trial Transcript	5.13.19	7	TJA001190-001202
Trustees' Supplemental Brief	2.18.20	12	TJA002044-002077
Verdicts	3.4.19	5	TJA000954-000957
Verified Memorandum of Costs	3.23.20	13	TJA002165-002189
Wendy Jaksick's Brief of Closing Arguments in the Equitable Claims Trial	7.31.19	10	TJA001662-001757
Wendy Jaksick's Brief of Opening Arguments in the Equitable Claims Trial	7.1.19	8	TJA001363-001470
Wendy Jaksick's Motion for Leave to Join Indispensable Parties	11.15.18	5	TJA000848-000855
Wendy Jaksick's Omnibus Reply in Support of Motion for Leave to	12.17.18	5	TJA000899-000933

Join Indispensable Parties			
Wendy Jaksick's Reply in Support of her Motion to Alter or Amend Judgment, or, Alternatively, Motion for New Trial	5.15.20	19	TJA003349-003357
Wendy Jaksick's Response to Todd Jaksick's Motion to Strike Wendy Jaksick's Verified Memorandum of Costs, or in the Alternative, Motion to Retax Costs	4.8.20	14	TJA002446-002450
Wendy Jaksick's Supplemental Brief in the Equitable Claims Trial	2.25.20	12	TJA002086-002093

Dated this 13<sup>th</sup> day of April, 2021.

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Reno, Nevada 89503

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Todd B. Jaksick, in his individual capacity

**CERTIFICATE OF SERVICE**

I certify that on the 13th day of April, 2021, I served a copy of **APPELLANT/CROSS-RESPONDENT TODD B. JAKSICK'S APPENDIX TO OPENING BRIEF- VOL. 1 (Part 1)**, upon all counsel of record:

☐ BY MAIL: I placed a true copy thereof enclosed in a sealed envelope addressed as follows:

☐ BY FACSIMILE: I transmitted a copy of the foregoing document this date via telecopier to the facsimile number shown below:

X BY ELECTRONIC SERVICE: by electronically filing and serving the foregoing document with the Nevada Supreme Court's electronic filing system:

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DATED this 13th day of April, 2021.

Christine O'Brien  
Employee of Robison, Sharp, Sullivan  
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12 Attorneys for the Petitioner

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

16 In the Matter of the Administration of the  
17  
18 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**

Todd B. Jaksick (the "Petitioner" or "Trustee"), as Trustee of The SSJ's Issue Trust, petitions the Court for confirmation of Trustee and admission of The SSJ's Issue Trust to the jurisdiction of the Court, for confirmation of the situs and applicable law governing the administration of The SSJ's Issue Trust, for approval of the annual accountings for The SSJ's Issue Trust, and for ratification and approval of other trust administration matters concerning The SSJ's Issue Trust. This Petition is based on the following Points & Authorities and the Exhibits attached hereto.

I

**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 trust<sup>1</sup>, 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 discretion<sup>2</sup>, but specifically prohibits the distribution of income or principal from

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<sup>1</sup> Article III of the Trust Agreement.

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

1 the Trust<sup>3</sup> 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).<sup>4</sup> 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).<sup>5</sup>

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 <sup>3</sup> Paragraph B.3. of Article II of the Trust Agreement.

23 <sup>4</sup> Paragraph B.4. of Article II of the Trust Agreement.

24 <sup>5</sup> 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)<sup>6</sup> and NRS  
14 153.031(1)(f)<sup>7</sup>. 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  
20

21  
22           <sup>6</sup> 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."

<sup>7</sup> 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 &amp; 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.

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

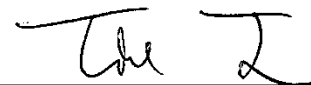
13                  4785 Caughlin Parkway  
14                  Reno, Nevada 89519  
15                  (775) 827-2000

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.

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25                                   Todd B. Jaksick

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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.

EXHIBIT 1.a

EXHIBIT 1.

**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 60<sup>th</sup> 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 90<sup>th</sup> 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 owned 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

**IN THE SUPREME COURT OF THE STATE OF NEVADA**

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

**CASE NO.: 81470**

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

**District Court Case No.:  
PR17-00445/PR17-00446**

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; 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; and STANLEY  
JAKSICK, Individually and as Co-Trustee of  
the Samuel S. Jaksick Jr. Family Trust,

Appellants/Cross-Respondents,

vs.

WENDY JAKSICK,

Respondent/Cross-Appellant.

**APPELLANT/CROSS-RESPONDENT**  
**TODD B. JAKSICK'S APPENDIX TO OPENING BRIEF**

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Dated this 13<sup>th</sup> day of April, 2021.

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**CERTIFICATE OF SERVICE**

I certify that on the 13th day of April, 2021, I served a copy of **APPELLANT/CROSS-RESPONDENT TODD B. JAKSICK'S APPENDIX TO OPENING BRIEF- VOL. 1 (Part 2)**, upon all counsel of record:

☐ BY MAIL: I placed a true copy thereof enclosed in a sealed envelope addressed as follows:

☐ BY FACSIMILE: I transmitted a copy of the foregoing document this date via telecopier to the facsimile number shown below:

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DATED this 13th day of April, 2021.

Christine O'Brien  
Employee of Robison, Sharp, Sullivan  
& Brust

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.

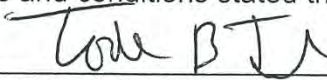
EXECUTED at Reno, Nevada, on 2/21, 2007.

  
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

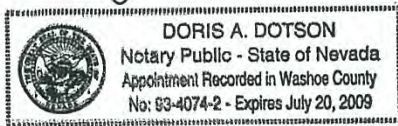
  
L. Robert LeGoy, Jr., Esq.

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

ATTORNEYS FOR THE GRANTOR

STATE OF NEVADA )  
COUNTY OF WASHOE )

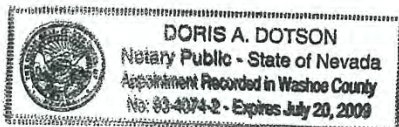
The SSJ's Issue Trust Agreement was acknowledged before me on February 1, 2007, by Samuel S. Jaksick, Jr.



  
Notary Public

STATE OF NEVADA )  
COUNTY OF WASHOE )

The SSJ's Issue Trust Agreement was acknowledged before me on February 2, 2007, by Todd B. Jaksick.



  
Notary Public

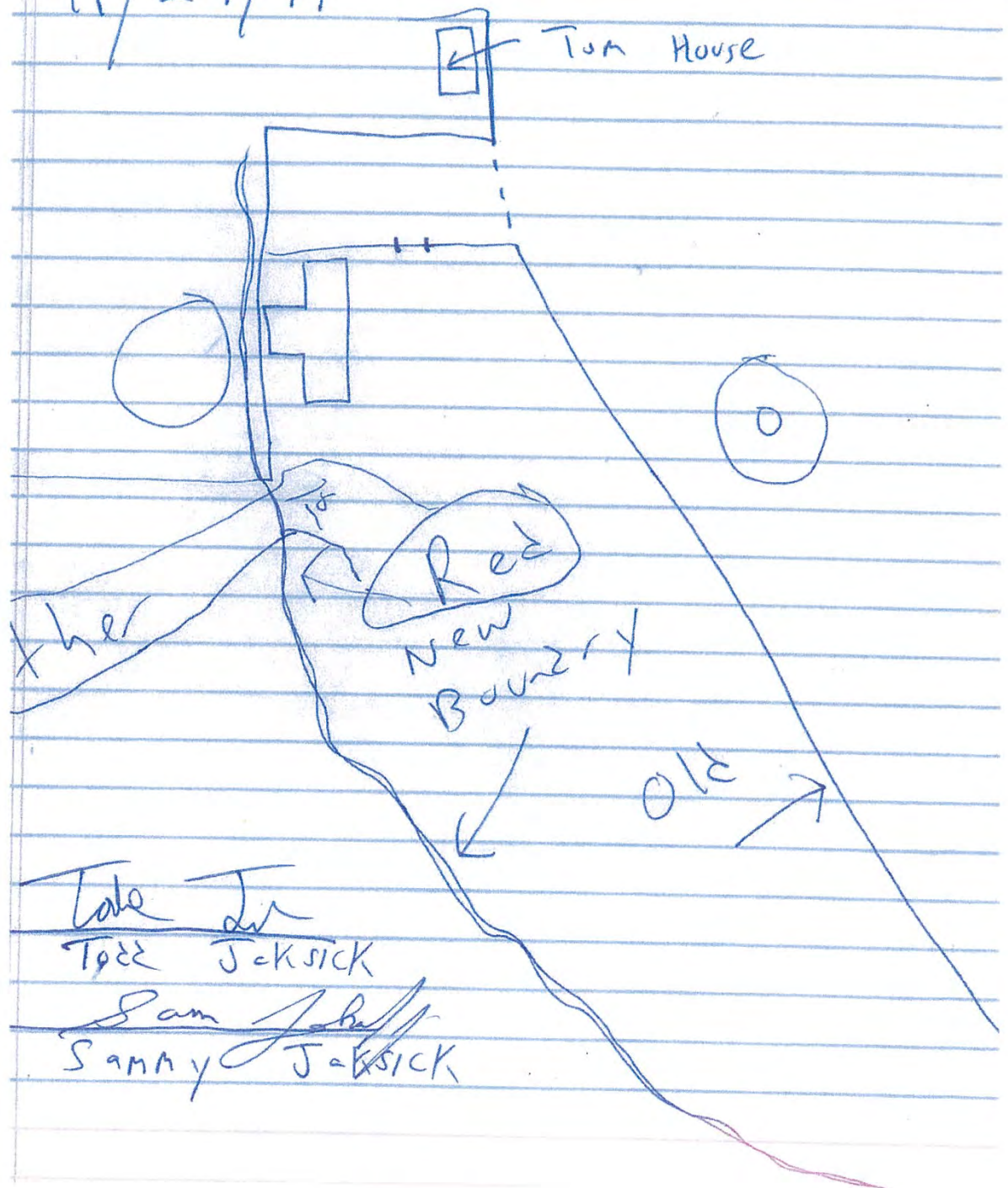
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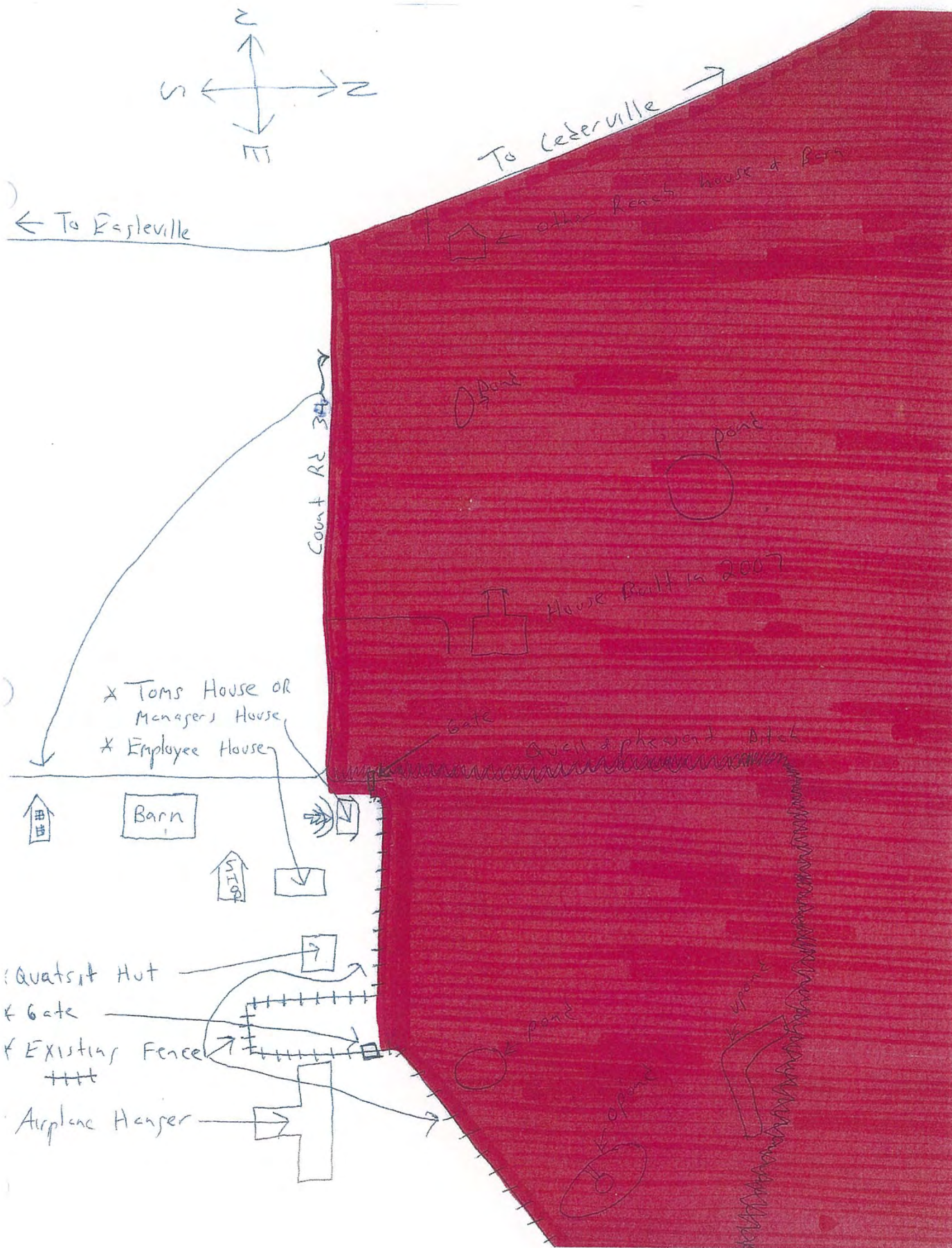
MAUPIN, COX & LEGOY, ATTORNEYS AT LAW, RENO, NEVADA

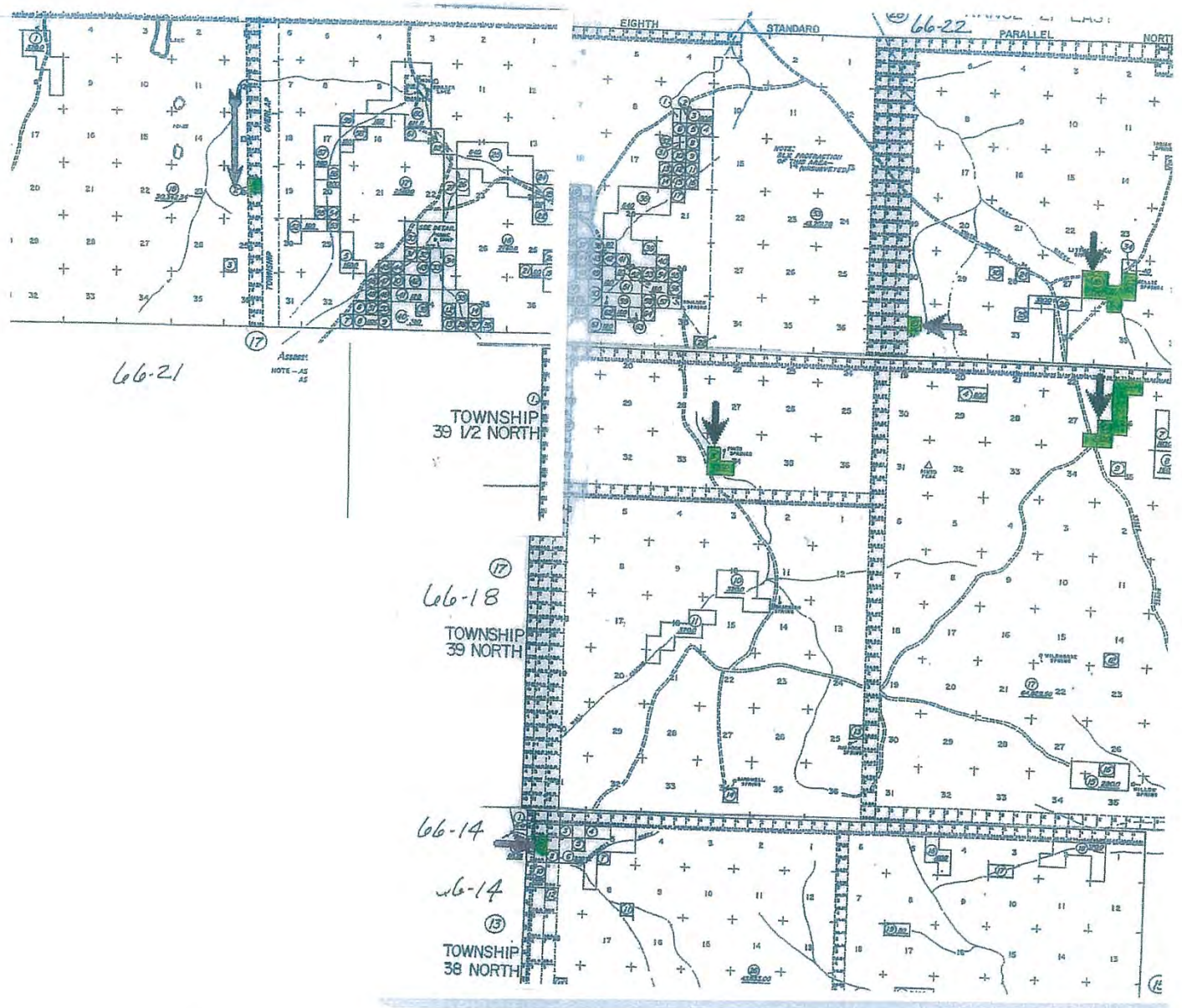




11/27/11









- 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 price 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+/- & 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) <b>Samuel S JAKSICK JR</b>		2. DATE OF DEATH (Mo/Day/Year) <b>April 21, 2013</b>		3a. COUNTY OF DEATH <b>Washoe</b>	
3b. CITY, TOWN, OR LOCATION OF DEATH <b>Incline Village</b>		3c. HOSPITAL OR OTHER INSTITUTION - Name (If not either, give street and number) <b>Lake Tahoe near Incline Village</b>		3d. SEX <b>Male</b>	
5. RACE (Specify) <b>White</b>		9. HISPANIC ORIGIN? Specify <b>No - Non-Hispanic</b>		7a. AGE-Last birthday (Years) <b>75</b>	
6a. STATE OF BIRTH (If not U.S.A., name country) <b>Nevada</b>		6b. CITIZEN OF WHAT COUNTRY <b>United States</b>		10. EDUCATION <b>16</b>	
13. SOCIAL SECURITY NUMBER		14a. USUAL OCCUPATION (Give kind of work done during most of Working Life, Even if Retired) <b>Developer</b>		14b. KIND OF BUSINESS OR INDUSTRY <b>Real Estate</b>	
15a. RESIDENCE - STATE <b>Nevada</b>		15b. COUNTY <b>Washoe</b>		15c. CITY, TOWN OR LOCATION <b>Incline Village</b>	
15d. STREET AND NUMBER <b>1011 Lakeshore Drive</b>		15e. INSIDE CITY LIMITS (Specify Yes or No) <b>Yes</b>		12. SURVIVING SPOUSE (If wife, give maiden name) <b>Janene BARGER</b>	
16. FATHER/PARENT - NAME (First Middle Last Suffix) <b>Samuel S JAKSICK SR</b>		17. MOTHER/PARENT - NAME (First Middle Last Suffix) <b>Thelma M SHORT</b>			
18a. INFORMANT-NAME (Type or Print) <b>Janene JAKSICK</b>		18b. MAILING ADDRESS (Street or R.F.D. No, City or Town, State, Zip) <b>4005 Quail Rock Lane Reno, Nevada 89511</b>			
19a. BURIAL, CREMATION, REMOVAL, OTHER (Specify) <b>Cremation</b>		19b. CEMETERY OR CREMATORY - NAME <b>Sierra Crematory</b>		19c. LOCATION City or Town State <b>Reno Nevada 89503</b>	
20a. FUNERAL DIRECTOR - SIGNATURE (Or Person Acting as Such) <b>BLAKE HOWE</b>		20b. FUNERAL DIRECTOR LICENSE <b>622</b>		20c. NAME AND ADDRESS OF FACILITY <b>Walton's Funeral Home, Reno 875 West Second St Reno NV 89503</b>	
21a. To the best of my knowledge, death occurred at the time, date and place and due to the cause(s) stated. (Signature & Title) <b>PIOTR KUBICZEK M.D. SIGNATURE AUTHENTICATED</b>					
21b. DATE SIGNED (Mo/Day/Yr) <b>June 07, 2013</b>		21c. HOUR OF DEATH <b>16:45</b>		21d. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print) <b>Piotr Kubiczek M.D. 10 Kirman Ave Reno, NV 89520</b>	
23a. REGISTRAR (Signature) <b>BRIDGES SANDI</b>		23b. DATE RECEIVED BY REGISTRAR (Mo/Day/Yr) <b>June 12, 2013</b>		23c. LICENSE NUMBER <b>11610</b>	
24a. IMMEDIATE CAUSE (ENTER ONLY ONE CAUSE PER LINE FOR (a), (b), AND (c).) <b>(a) Drowning</b>		24b. DEATH DUE TO COMMUNICABLE DISEASE <b>YES <input type="checkbox"/> NO <input checked="" type="checkbox"/></b>		24c. INTERVAL BETWEEN ONSET AND DEATH	
24d. DUE TO, OR AS A CONSEQUENCE OF:		24e. INTERVAL BETWEEN ONSET AND DEATH		24f. INTERVAL BETWEEN ONSET AND DEATH	
24g. DUE TO, OR AS A CONSEQUENCE OF:		24h. INTERVAL BETWEEN ONSET AND DEATH		24i. INTERVAL BETWEEN ONSET AND DEATH	
24j. DUE TO, OR AS A CONSEQUENCE OF:		24k. INTERVAL BETWEEN ONSET AND DEATH		24l. INTERVAL BETWEEN ONSET AND DEATH	
24m. DUE TO, OR AS A CONSEQUENCE OF:		24n. INTERVAL BETWEEN ONSET AND DEATH		24o. INTERVAL BETWEEN ONSET AND DEATH	
24p. DUE TO, OR AS A CONSEQUENCE OF:		24q. INTERVAL BETWEEN ONSET AND DEATH		24r. INTERVAL BETWEEN ONSET AND DEATH	
24s. DUE TO, OR AS A CONSEQUENCE OF:		24t. INTERVAL BETWEEN ONSET AND DEATH		24u. INTERVAL BETWEEN ONSET AND DEATH	
24v. DUE TO, OR AS A CONSEQUENCE OF:		24w. INTERVAL BETWEEN ONSET AND DEATH		24x. INTERVAL BETWEEN ONSET AND DEATH	
24y. DUE TO, OR AS A CONSEQUENCE OF:		24z. INTERVAL BETWEEN ONSET AND DEATH		24aa. INTERVAL BETWEEN ONSET AND DEATH	
24ab. DUE TO, OR AS A CONSEQUENCE OF:		24ac. INTERVAL BETWEEN ONSET AND DEATH		24ad. INTERVAL BETWEEN ONSET AND DEATH	
24ae. DUE TO, OR AS A CONSEQUENCE OF:		24af. INTERVAL BETWEEN ONSET AND DEATH		24ag. INTERVAL BETWEEN ONSET AND DEATH	
24ah. DUE TO, OR AS A CONSEQUENCE OF:		24ai. INTERVAL BETWEEN ONSET AND DEATH		24aj. INTERVAL BETWEEN ONSET AND DEATH	
24ak. DUE TO, OR AS A CONSEQUENCE OF:		24al. INTERVAL BETWEEN ONSET AND DEATH		24am. INTERVAL BETWEEN ONSET AND DEATH	
24an. DUE TO, OR AS A CONSEQUENCE OF:		24ao. INTERVAL BETWEEN ONSET AND DEATH		24ap. INTERVAL BETWEEN ONSET AND DEATH	
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24fu. DUE TO, OR AS A CONSEQUENCE OF:					

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>
<b>INITIAL INVENTORY, April 21, 2013</b>	A		\$ 2,121,254.81
<b>ADDITIONS:</b>			
<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>	
<b>Total additions</b>			<u>6,033,124.47</u>
<b>Total chargeable assets</b>			8,154,379.28
<b>DEDUCTIONS:</b>			
<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>	
<b>Less: total deductions</b>			<u>17,323.02</u>
<b>ASSETS ON HAND, December 31, 2013</b>	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>
<b>CASH:</b>		
Checking account, First Independent Bank	\$ 69.60	\$ 69.60
<b>REAL ESTATE:</b>		
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
<b>CLOSELY HELD BUSINESSES:</b>		
Home Camp Land and Livestock Co Inc, 490 shares (49% interest)	1,836,380.00	1,050,000.00
<b>TOTAL ASSETS ON HAND</b>	<u>\$ 2,121,254.81</u>	<u>\$ 1,352,069.60</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
<b>TOTAL RECEIPTS OF PRINCIPAL, RBC WEALTH MANAGEMENT</b>			<u><u>\$ 6,000,000.00</u></u>

See accountant's compilation report  
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TJA 000064

**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
<b>TOTAL RECEIPTS OF INCOME, RBC WEALTH MANAGEMENT</b>			<u><u>\$ 33,124.47</u></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>
<b>TOTAL DISBURSEMENTS FROM PRINCIPAL, RBC WEALTH MANAGEMENT</b>				<u><u>\$ 12,000</u></u>

See accountant's compilation report  
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TJA 000066

**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 Prongorn 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
<b>TOTAL EXPENSES, RBC WEALTH MANAGEMENT</b>				<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
<b>TOTAL EXPENSES, FIRST INDEPENDENT BANK</b>				<u><u>\$ 110.42</u></u>

See accountant's compilation report  
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TJA 000068

**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	
		RBC US Govt Money Mkt Fund		
9/30/13	EFT	reinvested dividend	29.58	
		RBC US Govt Money Mkt Fund		
11/30/13	EFT	reinvested dividend	35.75	
		RBC US Govt Money Mkt Fund		
12/31/13	EFT	reinvested dividend	43.41	
		Total investment in RBC US Govt Money Mkt Fund		<u>\$ 4,498,924.08</u>

See 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  
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**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
<b>TOTAL CLAIMS PAID</b>				<u><u>\$ 12,000</u></u>

**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
<b>TOTAL UNPAID CLAIMS</b>	<b><u><u>\$ 12,100.00</u></u></b>

See accountant's compilation report  
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**SSJ'S ISSUE TRUST**  
**SCHEDULE J - ASSETS ON HAND**  
**As of March 31, 2013**

	<u>Fiduciary Acquisition Value</u>	<u>Estimated Value</u>
<b>BANK DEPOSITS AND MONEY MARKET MUTUAL FUNDS</b>		
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
<b>NOTES RECEIVABLE:</b>		
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
<b>REAL ESTATE:</b>		
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
<b>CLOSELY HELD BUSINESSES:</b>		
Home Camp Land and Livestock Co Inc, 490 shares	1,836,380.00	1,050,000.00
<b>TOTAL ASSETS ON HAND</b>	<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.

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 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>
<b>ASSETS ON HAND, January 1, 2014</b>	A		\$ 8,137,056.26
<b>ADDITIONS:</b>			
<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>	
<b>Total additions</b>			<u>25,999.13</u>
<b>Total chargeable assets</b>			8,163,055.39
<b>DEDUCTIONS:</b>			
<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>	
<b>Less: total deductions</b>			<u>50,489.26</u>
<b>ASSETS ON HAND, December 31, 2014</b>	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>
<b>BANK DEPOSITS AND MONEY MARKET MUTUAL FUNDS:</b>		
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
<b>NOTES RECEIVABLE:</b>		
Incline TSS Ltd	873,000.00	873,000.00
Home Camp Land and Livestock Co Inc	98,830.39	98,830.39
<b>REAL ESTATE:</b>		
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		
<b>CLOSELY HELD BUSINESSES:</b>		
Home Camp Land and Livestock Co Inc, 490 shares	1,836,380.00	1,050,000.00
<b>TOTAL ASSETS ON HAND</b>	<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
<b>TOTAL RECEIPTS OF INCOME, RBC WEALTH MANAGEMENT</b>			<u><u>\$ 167.93</u></u>

See accountant's compilation report

**IN THE SUPREME COURT OF THE STATE OF NEVADA**

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

**CASE NO.: 81470**

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

**District Court Case No.:  
PR17-00445/PR17-00446**

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; 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; and STANLEY  
JAKSICK, Individually and as Co-Trustee of  
the Samuel S. Jaksick Jr. Family Trust,

Appellants/Cross-Respondents,

vs.

WENDY JAKSICK,

Respondent/Cross-Appellant.

**APPELLANT/CROSS-RESPONDENT**  
**TODD B. JAKSICK'S APPENDIX TO OPENING BRIEF**

Volume 1 (Part 3) of 22

Pages TJA0000081-TJA000161

**CHRONOLOGICAL INDEX TO APPELLANT/CROSS-RESPONDENT  
TODD B. JAKSICK'S APPENDIX TO OPENING BRIEF**

<b>DOCUMENT</b>	<b>DATE FILED or ADMITTED</b>	<b>VOL. NO.</b>	<b>PAGE NO.</b>
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 (SSJ's Issue Trust)	8.2.17	1	TJA000001-000203
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 (Family Trust) (Separated)	8.2.17	2	TJA000204-000401
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 (Family Trust) (Separated)	8.2.17	3	TJA00402-00585
Respondent Wendy A. Jaksick's Opposition and Objection to Petition	10.10.17	4	TJA000586-000594

for Confirmation of Trustees and Admission of Trust to the Jurisdiction of the Court, and for Approval of Accountings and Other Trust Administration Matters (Family Trust)			
Respondent Wendy A. Jaksick's Answer to Petition for Approval of Accounting and Other Trust Administration Matters (Family Trust)	10.10.17	4	TJA000595-000601
Respondent Wendy A. Jaksick's Answer to Petition for Approval of Accounting and Other Trust Administration Matters (Issue Trust)	10.10.17	4	TJA000602-000606
Respondent Wendy A. Jaksick's Opposition and Objection to 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 (Issue Trust)	10.10.17	4	TJA000607-000614
Commissioner's Recommendation Referring Cases to Probate Judge	10.12.17	4	TJA000615-000617
Order Accepting Transfer	10.17.17	4	TJA000618-000620

Notice of Appearance (Todd B. Jaksick, individually)	11.3.17	4	TJA000621-000623
Association of Counsel	1.2.18	4	TJA000624-000625
Demand for Jury	1.3.18	4	TJA000626-000628
Order Granting Consolidation	1.5.18	4	TJA000629-000631
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	1.19.18	4	TJA000632-000671
Association of Counsel	2.23.18	4	TJA000672-000692
Association of Counsel	2.23.18	4	TJA000693-000712
First Amended Counter-Petition to Surcharge Trustees for Breach of Fiduciary Duties, for Removal of Trustee(s), and for Declaratory Judgment and Other Relief	2.23.18	4	TJA000713-000752
Order Associating Counsel	3.13.18	4	TJA000753-000754
Order Associating Counsel	3.13.18	4	TJA000755-000756
Notice of Entry of Order	3.13.18	4	TJA000757-000761
Notice of Entry of Order	3.13.18	4	TJA000762-000766
Todd B. Jaksick's Answer and Objections to First Amended Counter-Petition to Surcharge Trustees for Breach of Fiduciary	4.9.18	4	TJA000767-000779

Duties, For Removal of Trustees and Appointment of Independent Trustee(s) and For Declaratory Judgment and Other Relief			
Todd B. Jaksick's and Michael S. Kimmel's Answer to First Amended Counter-Petition to Surcharge Trustees for Breach of Fiduciary Duties, For Removal of Trustees and Appointment of Independent Trustees, and for Declaratory Judgment and Other Relief	4.13.18	4	TJA000780-000795
Notice of Appearance	4.17.18	4	TJA000796-000799
Kevin Riley's Answer to 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	4.17.18	5	TJA000800-000815
Errata to Todd B. Jaksick's and Michael S. Kimmel's Answer to First Amended Counter-Petition to Surcharge Trustees for Breach of Fiduciary Duties, For Removal of	4.19.18	5	TJA000816-000819

Trustees and Appointment of Independent Trustees, and for Declaratory Judgment and Other Relief			
Errata to Kevin Riley's Answer to First Amended Counter-Petition to Surcharge Trustees for Breach of Fiduciary Duties, For Removal of Trustees and Appointment of Independent Trustees, and for Declaratory Judgment and Other Relief	4.19.18	5	TJA000820-000823
Notice of Appearance	6.4.18	5	TJA000824-000827
Notice of Appearance	6.4.18	5	TJA000828-000831
Stanley S. Jaksick's Answer to 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	8.2.18	5	TJA000832-000844
Joinder to Stanley S. Jaksick's Answer to First Amended Counter-petition to Surcharge Trustees for Breach of Fiduciary Duties, For	8.7.18	5	TJA000845-000847

Removal of Trustees and Appointment of Independent Trustee(s), and for Declaratory Judgment and Other Relief			
Wendy Jaksick's Motion for Leave to Join Indispensable Parties	11.15.18	5	TJA000848-000855
Todd B. Jaksick's, Individually, Opposition to Wendy Jaksick's Motion for Leave to Join Indispensable Parties	12.6.18	5	TJA000856-000872
Opposition to Wendy Jaksick's Motion for Leave to Join Indispensable Parties	12.6.18	5	TJA000873-000876
Petitioner's Opposition to Wendy Jaksick's Motion for Leave to Join Indispensable Parties	12.6.18	5	TJA000877-000898
Wendy Jaksick's Omnibus Reply in Support of Motion for Leave to Join Indispensable Parties	12.17.18	5	TJA000899-000933
Request for Submission of Wendy A. Jaksick's Motion for Leave to Join Indispensable Parties	12.18.18	5	TJA000934-000936
Order Granting in Part and Denying in Part Motion for Leave to Join Indispensable Parties	1.16.19	5	TJA000937-000948
Pre-Trial Order Regarding Trial	1.22.19	5	TJA000949-000953

Scheduled			
Verdicts	3.4.19	5	TJA000954-000957
Motion for Order Awarding Costs and Attorneys' Fees for Todd Jaksick, Individually, Duck Lake Ranch, LLC, and Incline TSS, Ltd.	3.13.19	6	TJA000958-001157
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Dated this 13<sup>th</sup> day of April, 2021.

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**CERTIFICATE OF SERVICE**

I certify that on the 13th day of April, 2021, I served a copy of **APPELLANT/CROSS-RESPONDENT TODD B. JAKSICK'S APPENDIX TO OPENING BRIEF- VOL. 1 (Part 3)**, upon all counsel of record:

☐ BY MAIL: I placed a true copy thereof enclosed in a sealed envelope addressed as follows:

☐ BY FACSIMILE: I transmitted a copy of the foregoing document this date via telecopier to the facsimile number shown below:

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*Attorneys for Respondent/Cross Appellant Wendy A. Jaksick*

DATED this 13th day of April, 2021.

Christine O'Brien  
Employee of Robison, Sharp, Sullivan  
& Brust

**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>
<b>TOTAL PAYMENTS OF TRUST DEBTS, RBC WEALTH MANAGEMENT</b>				<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
<b>TOTAL EXPENSES, RBC WEALTH MANAGEMENT</b>				<b><u><u>\$ 38,330.08</u></u></b>

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
<b>TOTAL EXPENSES, FIRST INDEPENDENT BANK</b>				<u><u>\$ 59.18</u></u>

See accountant's compilation report

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

	Fiduciary Acquisition Value	Estimated Value
<b>MONEY MARKET MUTUAL FUNDS:</b>		
<u>RBC Wealth Management brokerage account</u> RBC US Government Money Market Fund (TIMXX)	631,052.39	631,052.39
<b>NOTES RECEIVABLE:</b>		
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
<b>REAL ESTATE:</b>		
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
<b>CLOSELY HELD BUSINESSES:</b>		
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
<b>TOTAL ASSETS ON HAND</b>	<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>
<b><u>Note receivable, Incline TSS, Ltd</u></b>				
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.		\$ 0.00
<b><u>Investment in Incline TSS, Ltd</u></b>				
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.		\$ 4,996,498.14
<b><u>Note receivable Samuel S Jaksick Jr Family Trust</u></b>				
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		\$ 115,000.00
<b><u>Note receivable Samuel S Jaksick Jr Family Trust</u></b>				
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		\$ 150,000.00

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 Macdonald & 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>
<b>ASSETS ON HAND, January 1, 2015</b>	A		\$ 8,112,566.13
<b>ADDITIONS:</b>			
<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>	
<b>Total additions</b>			<u>5,384.61</u>
<b>Total chargeable assets</b>			8,117,950.74
<b>DEDUCTIONS:</b>			
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>	
<b>Less: total deductions</b>			<u>60,069.28</u>
<b>ASSETS ON HAND, December 31, 2015</b>	E		<u>\$ 8,057,881.46</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
<b>BANK DEPOSITS AND MONEY MARKET MUTUAL FUNDS:</b>		
<u>RBC Wealth Management brokerage account</u> RBC US Government Money Market Fund (TIMXX)	631,052.39	631,052.39
<b>NOTES RECEIVABLE:</b>		
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
<b>REAL ESTATE:</b>		
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
<b>CLOSELY HELD BUSINESSES:</b>		
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
<b>TOTAL ASSETS ON HAND</b>	<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
<b>TOTAL RECEIPTS OF INCOME</b>			<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>
<b>TOTAL LOSSES</b>			<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
<b>TOTAL EXPENSES</b>				<b>\$ 31,811.01</b>

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>
<b>MONEY MARKET MUTUAL FUNDS:</b>		
<u>RBC Wealth Management brokerage account</u> RBC US Government Money Market Fund (TIMXX)	\$ 542,652.22	\$ 542,652.22
<b>INVESTMENTS:</b>		
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
<b>NOTES RECEIVABLE (SCHEDULE E1)</b>	340,931.66	340,931.66
<b>REAL ESTATE:</b>		
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
<b>CLOSELY HELD BUSINESSES:</b>		
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
<b>TOTAL ASSETS ON HAND</b>	<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 E1 - NOTES RECEIVABLE**  
**As of December 31, 2015**

	<u>Fiduciary Acquisition Value</u>	<u>Estimated Value</u>
<b>NOTES RECEIVABLE:</b>		
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
<b>TOTAL NOTES RECEIVABLE</b>	<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>
<b><u>Investment in Grand Parkway bonds</u></b>				
1/1/15		Balance		\$ -
8/27/15		Grand parkway Tranportation 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		
12/31/15		bonds		\$ 56,614.23
<b><u>Home Camp note receivable</u></b>				
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>
<b>NON-CASH RECEIPTS:</b>			
4/15/2015	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 \$5,101.27.	\$ 22,898.73	\$ 5,101.27
	<b>TOTAL NON-CASH RECEIPTS</b>	<u>\$ 22,898.73</u>	<u>\$ 5,101.27</u>
<b>NON-CASH EXPENSES:</b>			
4/15/2015	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.	\$ 28,000.00	
	<b>TOTAL NON-CASH EXPENSES</b>	<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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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>
<b>ASSETS ON HAND, January 1, 2016</b>	A		\$ 8,057,881.46
<b>ADDITIONS:</b>			
<u>Receipts of income:</u>			
Income, RBC Wealth Management	B	\$ 38,705.78	
Gains	C	<u>1,131.36</u>	
<b>Total additions</b>			<u>39,837.14</u>
<b>Total chargeable assets</b>			8,097,718.60
<b>DEDUCTIONS:</b>			
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>	
<b>Less: total deductions</b>			<u>13,172.56</u>
<b>ASSETS ON HAND, December 31, 2016</b>	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**

	Fiduciary Acquisition Value	Estimated Value
<b>MONEY MARKET MUTUAL FUNDS:</b>		
<u>RBC Wealth Management brokerage account</u>		
RBC US Government Money Market Fund (TIMXX)	542,652.22	542,652.22
<b>INVESTMENTS:</b>		
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
<b>NOTES RECEIVABLE (SCHEDULE A1)</b>	340,931.66	340,931.66
<b>REAL ESTATE:</b>		
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
<b>CLOSELY HELD BUSINESSES:</b>		
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
<b>TOTAL ASSETS ON HAND</b>	<u>\$ 8,057,881.46</u>	<u>\$ 10,242,263.38</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>
<b>NOTES RECEIVABLE:</b>		
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
<b>TOTAL NOTES RECEIVABLE</b>	<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

Date	Payor	Amount	Totals
	<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
<b>TOTAL RECEIPTS OF INCOME</b>			<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>
<b>TOTAL GAINS</b>			<u><u>\$ 1,131.36</u></u>

See accountant's compilation report  
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TJA 000107

**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>
<b>TOTAL LOSSES</b>			<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
<b>TOTAL EXPENSES</b>				<b>\$ 12,311.75</b>

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>
<b>CASH AND MONEY MARKET MUTUAL FUNDS:</b>		
<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
<b>INVESTMENTS:</b>		
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
<b>NOTES RECEIVABLE (SCHEDULE F1)</b>	335,859.68	335,859.68
<b>REAL ESTATE:</b>		
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
<b>CLOSELY HELD BUSINESSES:</b>		
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
<b>TOTAL ASSETS ON HAND</b>	<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>
<b>NOTES RECEIVABLE:</b>		
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
<b>TOTAL NOTES RECEIVABLE</b>	<u><u>\$ 335,859.68</u></u>	<u><u>\$ 335,859.68</u></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>
<b><u>Investment in Acalanes bonds</u></b>				
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>
<b><u>Investment in Grand Parkway bonds</u></b>				
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>
<b><u>Home Camp note receivable</u></b>				
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  
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TJA 000112

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 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 (6<sup>th</sup>) 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 (2<sup>nd</sup>) 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.

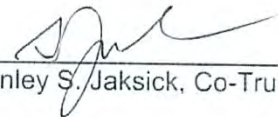
Dated: 8-28, 2014.

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.

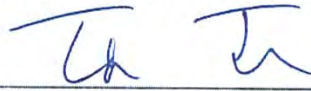
F. Binding Effect. This Security Agreement shall be binding upon and shall inure to the benefit and detriment of the parties hereto and their respective personal representatives, heirs, successors, and assigns.

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 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, 2015

**THE SSJ'S ISSUE TRUST**

By \_\_\_\_\_  
Todd B. Jaksick, Trustee

**PRIMARY BENEFICIARIES:**

Todd B. Jaksick  
Todd B. Jaksick

Stanley S. Jaksick  
Stanley S. 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, 2015

THE SSJ'S ISSUE TRUST

By \_\_\_\_\_  
Todd B. Jaksick, Trustee

PRIMARY BENEFICIARIES:

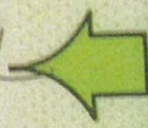
Todd B. Jaksick  
Todd B. Jaksick

Stanley S. Jaksick  
Stanley S. Jaksick

Wendy Ann Jaksick  
Wendy Ann Jaksick

\_\_\_\_\_  
Alexi Smrt

SIGN  
HERE



**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.

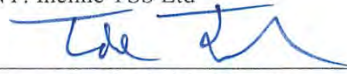
20. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and assignees.

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

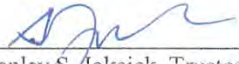
22. **Attorney Fees.** In the event of any action (including arbitration) or suit based upon or arising out of the alleged breach of any Party of a representation, warranty or a covenant in this Agreement, the prevailing Party shall be entitled to recover reasonable attorney's fees and other costs in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

WHEREFORE, THIS AGREEMENT is executed as of the 13<sup>th</sup> 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



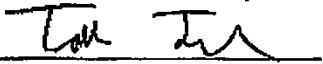
Todd B. Jaksick, Trustee  
March 20, 2014

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 (i), 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 receive 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

**IN THE SUPREME COURT OF THE STATE OF NEVADA**

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

**CASE NO.: 81470**

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

**District Court Case No.:  
PR17-00445/PR17-00446**

\_\_\_\_\_  
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; 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; and STANLEY  
JAKSICK, Individually and as Co-Trustee of  
the Samuel S. Jaksick Jr. Family Trust,

Appellants/Cross-Respondents,

vs.

WENDY JAKSICK,

Respondent/Cross-Appellant.

**APPELLANT/CROSS-RESPONDENT**  
**TODD B. JAKSICK'S APPENDIX TO OPENING BRIEF**

Volume 1 (Part 4) of 22

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Dated this 13<sup>th</sup> day of April, 2021.

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**CERTIFICATE OF SERVICE**

I certify that on the 13th day of April, 2021, I served a copy of **APPELLANT/CROSS-RESPONDENT TODD B. JAKSICK'S APPENDIX TO OPENING BRIEF- VOL. 1 (Part 4)**, upon all counsel of record:

☐ BY MAIL: I placed a true copy thereof enclosed in a sealed envelope addressed as follows:

☐ BY FACSIMILE: I transmitted a copy of the foregoing document this date via telecopier to the facsimile number shown below:

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& Brust

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 executory 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 SSJ 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:	20110068080-36	# of Pages:	1
File Date:	1/27/2011	Effective Date:	
(No notes for this action)			
Action Type:	Amendment		
Document Number:	20110068837-86	# 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:	20120680887-60	# of Pages:	1
File Date:	9/26/2012	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20130822602-54	# 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 13<sup>th</sup> 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

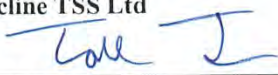
All other provisions of the Note remain in full force and effect and unamended.

Trustee:

  
Stanley S. Jaksick

Date: 3/15/, 2016

Incline TSS Ltd

  
Todd Jaksick, Manager

Date: 3/15, 2016

**EXHIBIT C**  
**(Certificate of Membership)**

No. 6	Organized Under the Laws of Nevada	Interest 17.02% (Class "A" Units)
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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.

TJA 000190

**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 wilful 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 wilful 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 the 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<br>500 Damonte Ranch Pkwy Suite 980<br>Reno, Nevada 89521                                  |
| (ii)  | if to the Secured Party at:    | Incline TSS Ltd<br>500 Damonte Ranch Pkwy Suite 980<br>Reno, Nevada 89521<br>Telephone No. 775-825-1888    |
| (iii) | if to the Debtor at:           | Stanley S. Jaksick<br>500 Damonte Ranch Pkwy Suite 980<br>Reno, Nevada 89521<br>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.

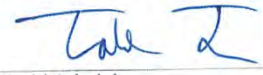
Debtor:

  
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

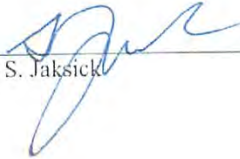
By:   
Name: Todd Jaksick  
Title: Manager  
Date: \_\_\_\_\_, 2015

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

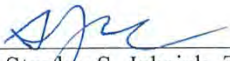
  
\_\_\_\_\_  
Stanley S. Jaksick

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