

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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Elizabeth A. Brown
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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

Volume 2 of 22

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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 13th 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. 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:

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

17 In the Matter of the Administration of the

Case No.

18 Samuel S. Jaksick, Jr. Family Trust

Dept. No. PR

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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

17 Todd B. Jaksick and Michael S. Kimmel (the "Petitioners"), as Co-Trustees of The
18 Samuel S. Jaksick, Jr. Family Trust, petition the Court for confirmation of Todd B. Jaksick,
19 Stanley S. Jaksick, and Michael S. Kimmel as Co-Trustees and admission of The Samuel
20 S. Jaksick, Jr. Family Trust to the jurisdiction of the Court, for confirmation of the situs and
21 applicable law governing the administration of The Samuel S. Jaksick, Jr. Family Trust, for
22 approval of the annual accountings for The Samuel S. Jaksick, Jr. Family Trust, and for
23 ratification and approval of other trust administration matters concerning The Samuel S.
24 Jaksick, Jr. Family Trust. This Petition is based on the following Points & Authorities and
25 the Exhibits attached hereto.
26

POINTS & AUTHORITIES

1. The Samuel S. Jaksick, Jr. Family Trust (the "Trust") was established on or about December 4, 2003, by Samuel S. Jaksick, Jr. (the "Grantor"). On June 29, 2006, the Grantor executed The Samuel S. Jaksick, Jr. Family Trust Agreement (As Restated), a true and correct copy of which is attached hereto as "Exhibit 1" (the "Restated Trust Agreement"). On December 10, 2012, the Grantor executed a document entitled Second Amendment To The Samuel S. Jaksick, Jr. Family Trust Agreement Restated Pursuant To The Third Amendment Dated June 29, 2006, a true and correct copy of which is attached hereto as "Exhibit 2" (the "Second Amendment"). The Restated Trust Agreement and the Second Amendment are the current operative governing documents for the Trust.

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 3." The Grantor was survived by his wife, Janene Barger, who is since deceased, and his three children, Todd B. Jaksick ("Todd"), Stanley S. Jaksick ("Stan"), and Wendy A. Jaksick ("Wendy"). As a result of the Grantor's death, Todd B. Jaksick, Stanley S. Jaksick, and Kevin Riley initially became the successor Co-Trustees of the Trust.¹ However, due to certain licensing requirements of the Colorado Division of Gaming, Kevin Riley resigned as a Co-Trustee effective July 31, 2013, and Todd B. Jaksick and Stanley S. Jaksick served as the sole Co-Trustees until December 2016. On or about December 13, 2016, and pursuant to the power granted him under paragraph 2. of the Second Amendment, Todd B. Jaksick appointed Michael S. Kimmel as a Co-Trustee of the Trust along with him and Stanley S. Jaksick, and Todd B. Jaksick, Stanley S. Jaksick, and Michael S. Kimmel (the "Trustees") have since been serving in that capacity through the current time. A true and correct copy of the

¹ Paragraph 2. of the Second Amendment.

1 Appointment of Co-Trustee is attached hereto as "Exhibit 4."

2 3. The Trust became irrevocable in it's entirety upon the death of the Grantor²,
3 and is to be held, administered, and distributed in accordance with paragraphs B., D., and
4 F. of Article II of the Restated Trust Agreement, as amended by the Second Amendment.
5 As shown by the accountings discussed below, the trust estate had assets valued as of the
6 Grantor's date of death of approximately \$8.3 million, which consisted entirely of the
7 Grantor's separate property. However, there were creditors claims in excess of \$10.4
8 million submitted against the Trust.

9 4. A federal estate tax return was filed with the IRS, and all federal estate taxes
10 owed have been paid in full.

11 5. The Restated Trust Agreement, as amended by the Second Amendment,
12 provides for the distribution of the trust estate in three (3) equal shares, with one (1) share
13 for the benefit of Wendy and her children, one (1) share for the benefit of Todd and his
14 children, and one (1) share for the benefit of Stan and his children, as more specifically
15 detailed below.

16 6. Out of Wendy's share of the trust estate, (i) the sum of \$100,000 is to be
17 distributed to The Samuel S. Jaksick, Jr. Irrevocable Grandchild Trust No. 3 for the benefit
18 of Alexi Smrt ("Grandchild Trust No. 3"), (ii) 20% of the balance is to be distributed to The
19 Samuel S. Jaksick, Jr. Irrevocable Grandchild Trust No. 2 for the benefit of Luke Jaksick
20 ("Grandchild Trust No. 2"), and (iii) the remaining balance is to remain in trust for the
21 benefit of Wendy for her lifetime.³

22 7. Out of Todd's share of the trust estate, (i) the sum of \$200,000 is to be
23 distributed to The Samuel S. Jaksick, Jr. Irrevocable Grandchild Trust No. 1 for the benefit
24

25 ² Paragraph C. of Article III of the Restated Trust Agreement.

26 ³ Paragraph 3.2 of the Second Amendment.

1 of Benjamin Jaksick and Amanda Jaksick ("Grandchild Trust No. 1"), and (ii) the remaining
2 balance is to remain in trust for the benefit of Todd for his lifetime.⁴

3 8. Out of Stan's share of the trust estate, (i) the sum of \$300,000 is to be
4 distributed to The Samuel S. Jaksick, Jr. Irrevocable Grandchild Trust No. 4 for the benefit
5 of Regan Jaksick, Sydney Jaksick, and Sawyer Jaksick ("Grandchild Trust No. 4"), and (ii)
6 the remaining balance is to remain in trust for the benefit of Stan for his lifetime.⁵

7 9. As a result of extensive and complex creditor issues involving the Trust and
8 various related entities, the Trustees have worked diligently to manage and administer the
9 trust estate in such a manner as to reduce trust debt to the maximum extent possible while
10 at the same time attempting to preserve value in the various trust assets for the ultimate
11 benefit of all of the trust beneficiaries. As a result, while the Trustees have succeeded in
12 making partial distributions to the various beneficiaries as detailed below, the Trust is not
13 yet in a position for final distribution until such time as all remaining creditor issues have
14 been resolved.

15 10. At the time of the Grantor's death, the Grantor was a Nevada resident, and
16 the Trustees are all Nevada residents residing in Washoe County, Nevada. Accordingly,
17 Petitioners request this Court to confirm the Trustees as the Co-Trustees of the Trust and
18 to admit the Trust to the jurisdiction of the Court as a proceeding in rem pursuant to NRS
19 164.010(1).⁶

21 ⁴ Paragraph 3.3 of the Second Amendment and paragraph F. of Article II of the Restated
22 Trust Agreement.

23 ⁵ Paragraph 3.3 of the Second Amendment and paragraph F. of Article II of the Restated
Trust Agreement.

24 ⁶ NRS 164.010(1) provides that "[u]pon petition of any person appointed as trustee of an
25 express trust by any written instrument other than a will . . . the district court of the county
26 in which the trustee resides or conducts business, or in which the trust has been
domiciled, shall consider the application to confirm the appointment of the trustee and
specify the manner in which the trustee must qualify. Thereafter the court has jurisdiction
of the trust as a proceeding in rem." (Emphasis added)

1 11. In addition, assuming that the Court confirms the Trustees as the Co-
2 Trustees of the Trust and admits the Trust to the jurisdiction of the Court, the Petitioners
3 further request that the Court confirm that the place of administration and situs of the Trust
4 is Washoe County, Nevada.

5 12. Paragraph M. of Article VIII of the Restated Trust Agreement provides that
6 the validity of the Restated Trust Agreement and the construction of its beneficial
7 provisions are to be governed by Nevada law. Accordingly, assuming that the Court
8 confirms the Trustees as the Co-Trustees of the Trust and admits the Trust to the
9 jurisdiction of the Court, the Petitioners further request that the Court confirm that the laws
10 of the State of Nevada are to govern the administration of the Trust by the Trustees in all
11 respects.

12 13. Attached hereto and incorporated herein by reference are all of the formal
13 accountings that have been issued by the Trustees with respect to the Trust in accordance
14 with the terms of the Restated Trust Agreement:

15 (i) Samuel S. Jaksick Jr. Family Trust Financial Statements for the period
16 April 21, 2013, through March 31, 2014, attached hereto as "Exhibit 5."

17 (ii) Samuel S. Jaksick Jr. Family Trust Financial Statements for the period
18 April 1, 2014, through March 31, 2015, attached hereto as "Exhibit 6."

19 (iii) Samuel S. Jaksick Jr. Family Trust Financial Statements for the period
20 April 1, 2015, through March 31, 2016, attached hereto as "Exhibit 7."

21 (iv) Wendy Jaksick Trust Under The Samuel S. Jaksick Jr. Family Trust
22 Agreement Financial Statements for the period April 21, 2013, through December 31,
23 2016, attached hereto as "Exhibit 8."
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25
26

1 Petitioners seek approval of each of the above accountings of the Trust, collectively
2 referred to as the "Trust Accountings," pursuant to NRS 164.015(1)⁷ and NRS
3 153.031(1)(f)⁸. Petitioners seek an order from this Court that such Trust Accountings are
4 all settled, allowed, and approved as filed, including all transactions reflected therein and
5 payment of all trustee fees, attorneys' fees, and other professional fees and administrative
6 expenses set forth therein.

7 14. In addition, throughout the course of the administration of the Trust, the
8 Trustees and beneficiaries have entered into numerous written agreements authorizing and
9 approving various actions taken by the Trustees on behalf of the Trust. Attached hereto
10 and incorporated herein by reference are each of the following agreements:

11 (i) Agreement and Consent to Proposed Action dated July 16, 2013,
12 attached hereto as "Exhibit 9," approving the distribution of certain shares of stock in
13 Pioneer Group, Inc. to Todd's sub-trust and Stan's sub-trust.

14 (ii) Agreement and Consent to Proposed Action dated July 24, 2013,
15 attached hereto as "Exhibit 10," approving the use of trust funds to make payments under
16 the certain Indemnification and Contribution Agreement between the Grantor and Todd B.
17 Jaksick.

18 (iii) Agreement and Consent to Proposed Action dated August 14, 2013,
19 attached hereto as "Exhibit 11," approving the use of trust funds to cover deficiencies
20

21
22 ⁷ 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."

⁸ NRS 153.031(1)(f) provides that a trustee may petition the court regarding any aspect of
the affairs of the trust, including "[s]ettling the accounts and reviewing the acts of the
trustee, including the exercise of discretionary powers."

1 incurred by entities the Trust is associated with.

2 (iv) Agreement and Consent to Proposed Action dated August 26, 2013,
3 attached hereto as "Exhibit 12," approving the sale of cattle on White Pine Ranch.

4 (v) Agreement and Consent to Proposed Action dated January 31, 2014,
5 attached hereto as "Exhibit 13," approving the transfer of the Super Cub aircraft to Duck
6 Lake Ranch LLC.

7 (vi) Agreement and Consent to Proposed Action dated April 15, 2014,
8 attached hereto as "Exhibit 14," approving the use of White Pine Ranch funds to pay taxes
9 on behalf of the Trust.

10 (vii) Agreement and Consent to Proposed Action dated August 28, 2014,
11 attached hereto as "Exhibit 15," approving a loan to the Trust from The SSJ's Issue Trust.

12 (viii) Agreement and Consent to Proposed Action dated September 25,
13 2014, attached hereto as "Exhibit 16," approving an additional loan to the Trust from The
14 SSJ's Issue Trust.

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

19 15. On or about October 21, 2013, Wendy submitted a Creditor Claim against
20 the Trust in the amount of \$231,432, plus interest, relating to that certain Unsecured
21 Promissory Note that was previously assigned to her from the Wendy Ann Jaksick Smrt
22 1995 Insurance Trust (hereafter the "Note"). A true and correct copy of the Creditor Claim
23 and certain supporting documentation is attached hereto as "Exhibit 17" and incorporated
24 herein by reference. It was agreed by Wendy shortly after the Grantor's death, and
25 numerous times thereafter, that payments being made to her from both the Trust and the
26

1 Jaksick Family LLC were to be treated as advances against, and therefore credited to, the
2 Note. This included, but was not limited to, Wendy executing two Promissory Notes, a
3 Security Agreement, and numerous receipts, all of which are attached hereto as "Exhibit
4 18" and incorporated herein by reference.

5 16. Attached hereto as "Exhibit 19" and incorporated herein by reference is a
6 detailed listing of all of the advances made to Wendy and credited against the Note.
7 Between July 17, 2013, and December 31, 2013, Wendy received advances totaling
8 \$31,263.00. She then received advances totaling \$63,736.29 in 2014 and \$116,751.50 in
9 2015. Finally, between January 1, 2016 and July 21, 2016, Wendy received additional
10 advances totaling \$85,535.41. This results in total advances of \$297,286.20 over the 36
11 month period between July 2013 to July 2016. As detailed by the attached worksheet,
12 these advances ultimately resulted in the Note being satisfied in full on July 21, 2016. Also
13 included in Exhibit 19 is an amortization schedule reflecting the entire payment history on
14 the Note from its inception through its satisfaction in July 2016. All advances subsequent
15 to July 21, 2016, are being treated as advances against any future funding of Wendy's
16 subtrust.

17 17. Petitioners therefore seek an order from this Court that Wendy's Creditor
18 Claim and the Note have been paid in full, that the Trustees have no further liability with
19 respect to the Creditor Claim and the Note, and that the Trustees are authorized to
20 continue to treat all payments made to Wendy or on Wendy's behalf subsequent to July
21 21, 2016, as advances against any future funding of Wendy's subtrust.

22 18. On April 28, 2017, the Trustees made a distribution of \$300,000 cash from
23 the Trust as follows: (1) Stan's \$100,000 share was distributed to the Grandchild Trust No.
24 4 for his children per section 3.3 of the Second Amendment, (2) Todd's \$100,000 share
25 was distributed to the Grandchild Trust No. 1 for his children per section 3.3 of the Second
26

1 Amendment, and (3) Wendy's \$100,000 share was distributed to Grandchild Trust No. 3
2 for her daughter Alexi Smrt per section 3.2 of the Second Amendment. The Trustees were
3 then able to make an additional \$60,000 cash distribution from the Trust on May 22, 2017,
4 which was distributed as follows: (1) Stan's \$20,000 share was distributed to the
5 Grandchild Trust No. 4 for his children per section 3.3 of the Second Amendment, (2)
6 Todd's \$20,000 share was distributed to the Grandchild Trust No. 1 for his children per
7 section 3.3 of the Second Amendment, and (3) Wendy's \$20,000 share was distributed
8 20% to the Grandchild Trust No. 2 for her son Luke Jaksick (\$4,000) and 80% to Wendy's
9 subtrust (\$16,000) per section 3.2 of the Second Amendment. These distributions show
10 that the Trustees are continuing to proceed diligently with respect to the administration of
11 the Trust and their duties and obligations thereunder, and will be properly reflected on the
12 appropriate accountings covering such distribution period. However, due to ongoing
13 liquidity and cash flow issues, the Trustees do not plan to make any further distributions
14 from the Trust until such time as all outstanding creditor issues have been resolved to the
15 satisfaction of the Trustees, in the Trustees' discretion, and Petitioners therefore ask that
16 the Court authorize and approve such course of action as being reasonable and
17 appropriate.

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

20 20. The names, ages, and mailing addresses of the Trustees and current and
21 remainder beneficiaries of the Trust entitled to notice of this Petition are as follows:

<u>Name & Address</u>	<u>Age</u>	<u>Beneficial Interest</u>
Michael S. Kimmel, Esq. Hoy Chrissinger Kimmel Vallas 50 West Liberty Street, Suite 840 Reno, Nevada 89501	Adult	Co-Trustee

1	Todd B. Jaksick	Adult	Co-Trustee & Current Beneficiary
2	8600 Technology Way, Ste 110		
	Reno, Nevada 89521		
3	Stanley S. Jaksick	Adult	Co-Trustee & Current Beneficiary
4	8600 Technology Way, Ste 110		
	Reno, Nevada 89521		
5	Wendy A. Jaksick	Adult	Current Beneficiary
6	P.O. Box 2345		
	Allen, Texas 75013		
7	Kevin Riley, Trustee	Adult	Current Beneficiary
8	The Samuel S. Jaksick, Jr.		
	Irrevocable Grandchild Trust No. 1		
9	Rossmann MacDonald & Benetti, CPA's		
10	3838 Watt Avenue, Suite E-500		
	Sacramento, California 95821		
11	Kevin Riley, Trustee	Adult	Current Beneficiary
12	The Samuel S. Jaksick, Jr.		
	Irrevocable Grandchild Trust No. 2		
13	Rossmann MacDonald & Benetti, CPA's		
	3838 Watt Avenue, Suite E-500		
	Sacramento, California 95821		
14	Kevin Riley, Trustee	Adult	Current Beneficiary
15	The Samuel S. Jaksick, Jr.		
	Irrevocable Grandchild Trust No. 3		
16	Rossmann MacDonald & Benetti, CPA's		
17	3838 Watt Avenue, Suite E-500		
	Sacramento, California 95821		
18	Kevin Riley, Trustee	Adult	Current Beneficiary
19	The Samuel S. Jaksick, Jr.		
	Irrevocable Grandchild Trust No. 4		
20	Rossmann MacDonald & Benetti, CPA's		
	3838 Watt Avenue, Suite E-500		
	Sacramento, California 95821		
21	Alexi Smrt	Adult	Presumptive Remainder
22	11 Bahama Court		Beneficiary
	Mansfield, Texas 76063		
23	Luke Jaksick	Minor	Presumptive Remainder
24	c/o Wendy A. Jaksick		Beneficiary
25	P.O. Box 2345		
	Allen, Texas 75013		
26			

1	Benjamin Jaksick	Minor	Presumptive Remainder
2	c/o Dawn E. Jaksick		Beneficiary
3	6220 Rouge Drive		
4	Reno, Nevada 89511		
5	Amanda Jaksick	Minor	Presumptive Remainder
6	c/o Dawn E. Jaksick		Beneficiary
7	6220 Rouge Drive		
8	Reno, Nevada 89511		
9	Regan Jaksick	Minor	Presumptive Remainder
10	c/o Lisa Jaksick		Beneficiary
11	5235 Bellazza Court		
12	Reno, Nevada 89519		
13	Sydney Jaksick	Minor	Presumptive Remainder
14	c/o Lisa Jaksick		Beneficiary
15	5235 Bellazza Court		
16	Reno, Nevada 89519		
17	Sawyer Jaksick	Minor	Presumptive Remainder
18	c/o Lisa Jaksick		Beneficiary
19	5235 Bellazza Court		
20	Reno, Nevada 89519		

21. Petitioners believe that all interests of the remainder beneficiaries of the Trust, both presumptive and contingent, including unborn or unascertained persons, can adequately and properly be represented by the remainder beneficiaries identified above, in accordance with the doctrine of virtual representation as codified in NRS 164.038.

II

CONCLUSION & PRAYER FOR RELIEF

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

A. An order confirming Todd B. Jaksick, Stanley S. Jaksick, and Michael S. Kimmel as Co-Trustees of The Samuel S. Jaksick, Jr. Family Trust and admitting the Trust to the jurisdiction of the Court.

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

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

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

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

11 F. An order that Wendy's Creditor Claim and Note have been paid in full, that
12 the Trustees have no further liability with respect to the Creditor Claim and the Note, and
13 that the Trustees are authorized to continue to treat all payments made to or on behalf of
14 Wendy subsequent to July 21, 2016, as advances against any future funding of Wendy's
15 subtrust.

16 G. An order authorizing the Trustees to make no further distributions from the
17 Trust until such time as all outstanding creditor issues have been resolved to the
18 satisfaction of the Trustees, in the Trustees' discretion, or until such time as the Trustees
19 otherwise deem reasonably appropriate.

20 H. An order that all interests of the remainder beneficiaries of the Trust, both
21 presumptive and contingent, including unborn or unascertained persons, are adequately
22 and properly represented in this matter in accordance with the doctrine of virtual
23 representation as codified in NRS 164.038.

24 I. For any additional orders as the Court may deem appropriate.
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1 **NRS 239B.030 CERTIFICATION:** Pursuant to NRS 239B.030, the undersigned
2 hereby affirms that this document does not contain the Social Security Number of any
3 person.

4 Dated: August 1, 2017

5 MAUPIN, COX & LeGOY

6
7 By: 

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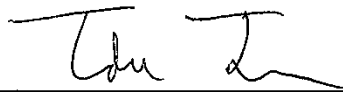
Attorneys for the Petitioners

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VERIFICATION

Todd B. Jaksick hereby declares the following:

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



Todd B. Jaksick

VERIFICATION

Michael S. Kimmel hereby declares the following:

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



Michael S. Kimmel

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In the Matter of the Administration of the Samuel S. Jaksick, Jr. Family Trust Second Judicial District Court Case No. _____		
Exhibit	Description	No. Pages
1	The Samuel S. Jaksick, Jr. Family Trust Agreement (As Restated)	55
2	Second Amendment to the Samuel S. Jaksick, Jr. Family Trust Agreement Restated Pursuant to the Third Amendment Dated June 29, 2006	6
3	Certificate of Death	1
4	Appointment of Co-Trustee Pursuant to the Second Amendment to the Samuel S. Jaksick, Jr. Family Trust Agreement Restated Pursuant to the Third Amendment Dated June 29, 2006	1
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6	Samuel S. Jaksick Jr. Family Trust Financial Statements-April 1, 2014 to March 31, 2015	60
7	Samuel S. Jaksick Jr. Family Trust Financial Statements-April 1, 2015 to March 31, 2016	56
8	Wendy Jaksick Trust Under the Samuel S. Jaksick Jr. Family Trust Agreement Financial Statements-April 21, 2013 to December 31, 2016	11
9	Agreement and Consent to Proposed Action	5
10	Agreement and Consent to Proposed Action/Indemnification and Contribution Agreement	18
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EXHIBIT 1.a

EXHIBIT 1.a

EXHIBIT 1.a

**THE
SAMUEL S. JAKSICK, JR.
FAMILY TRUST AGREEMENT
(AS RESTATED)**

Samuel S. Jaksick, Jr., an married man, a citizen of the United States of America and a resident of Reno, Washoe County, Nevada, as Grantor and Trustee under the Samuel S. Jaksick, Jr. Family Trust Agreement dated December 4, 2003, as subsequently amended and restated, hereby amends and restates the Trust Agreement in its entirety to read as hereafter provided.

I

DESCRIPTION OF TRUST PROPERTY

The Grantor has transferred or will transfer to the trust various property. All property transferred to the trust constitutes the separate property of the Grantor. The Trustee is to administer the property and any other property subsequently transferred to or acquired by the trust upon the terms and conditions contained in this Trust Agreement.

II

DISPOSITION OF INCOME AND PRINCIPAL

A. **LIFETIME OF GRANTOR.** During the lifetime of the Grantor, the trust estate is to be held, administered, and distributed as hereafter provided.

1. During the lifetime of the Grantor, the Trustee must pay to or apply for the benefit of the Grantor, in quarter-annual or more frequent installments, as much of the net income and principal of the trust estate as may be requested by the Grantor from time to time. The requests may be verbal or written. However, the Trustee may, in the Trustee's discretion, require that all requests be in writing. Any net income not distributed is to be accumulated and added to principal. If the Trustee considers the distributions requested by the Grantor to be insufficient, the Trustee may also pay to or apply for the benefit of the Grantor as much of the principal of the trust estate as is necessary, in the Trustee's discretion, for the proper health, education, support, and maintenance of the Grantor, in accordance with the accustomed manner of living of the Grantor on the date of execution of this Trust Agreement.

2. If the Trustee determines, in the Trustee's discretion, that the Grantor is under any legal disability, regardless of whether or not a court of competent jurisdiction has declared the Grantor to be incompetent, mentally ill, or in need of a conservator or guardian of the estate (but subject to the right of the Grantor to petition a court for a determination that no disability exists), the Trustee may withhold any income distributions that are otherwise required to be made to the disabled Grantor pursuant to subparagraph A.1. above. The Trustee may instead pay to or apply for the benefit of the Grantor as much of the net income and principal of the trust estate as the Trustee, in the Trustee's discretion, considers necessary for the proper health, education, support, and maintenance of the Grantor, in accordance with the Grantor's accustomed manner of living on the date of execution of this Trust Agreement. Any net income not distributed is to be accumulated and added to principal.

3. During the lifetime of the Grantor, the Trustee must, in addition, distribute such amounts from the principal of the trust estate to such one or more persons and entities, including the Grantor, and on such terms and conditions, either outright or in trust, as the Grantor may appoint by a written and acknowledged instrument specifically referring to and exercising this general power of appointment.

B. DEATH OF THE GRANTOR, IF THE GRANTOR IS SURVIVED BY HIS SPOUSE. On the death of the Grantor, if the Grantor is survived by his spouse, Janene Barger, hereafter referred to as the "Surviving Spouse," the trust estate, including any additions made to the trust estate as a result of the death of the Grantor, such as from the Will of the Grantor or from life insurance policies on the life of the Grantor, shall be held, administered, and distributed as hereafter provided.

1. On the death of the Grantor, the Trustee must distribute the trust estate as then constituted, including any additions made to the trust estate as a result of the death of the Grantor, such as from the Will of the Grantor or from life insurance policies on the life of the Grantor, to such one or more persons and entities, including the estate of the Grantor, and on such terms and conditions, either outright or in trust, as the Grantor may appoint by a Will or a written and acknowledged instrument specifically referring to and exercising this general power of appointment. Any of the trust estate not effectively appointed by the Grantor in this manner is to be distributed, or retained in trust, pursuant to subparagraphs B.2. through B.4. below.

2. The Trustee shall divide the remaining trust estate into two (2) trusts, designated as the Marital Trust and the Decedent's Trust. There need be no physical segregation or division of the Marital Trust and the Decedent's Trust except as segregation

or division may be required by the termination of either of the trusts, but the Trustee shall maintain separate accounts for the different undivided interests. The Decedent's Trust and the Marital Trust shall consist of the amounts set forth in subparagraphs B.3. and B.4., respectively, below.

3. The Decedent's Trust shall consist of all the Grantor's property of the trust estate including the Grantor's residence located at Lake Tahoe, Nevada (hereafter referred to as the "Lake Tahoe Residence"). However, if none of the Grantor's issue survive him, the entire trust estate will be added to the Marital Trust under subparagraph B.4. below.

The Trustee is specifically authorized at any time within nine (9) months following the date of death of the Grantor to disclaim all or any part of the property to be allocated to the Decedent's Trust pursuant to this subparagraph B.3., in the Trustee's sole discretion. Any such disclaimer by the Trustee shall be made by a written and acknowledged instrument delivered to the Trustee. Any property or portion thereof that is disclaimed by the Trustee in this manner shall be allocated to the Marital Trust. In addition, to further facilitate any such disclaimer by the Trustee at the level of each of the individual beneficiaries under this Trust Agreement, by accepting their status as beneficiaries under this Trust Agreement each beneficiary irrevocably appoints Todd Bruce Jaksick as his or her "general attorney-in-fact" specifically authorized to execute any valid disclaimers on his or her behalf pursuant to Chapter 120 of the Nevada Revised Statutes. Should Todd Bruce Jaksick for any reason fail to qualify or cease to act as "general attorney-in-fact," each beneficiary irrevocably appoints Stanley S. Jaksick as his or her "general attorney-in-fact" specifically authorized to execute any valid disclaimers on his or her behalf pursuant to Chapter 120 of the Nevada Revised Statutes.

4. The Marital Trust shall consist of any of the Grantor's property that is disclaimed by the Trustee pursuant to subparagraph B.3. above. This amount shall vest immediately on the death of the Grantor, and the Trustee shall satisfy this amount in cash or in kind, or partly in each, with assets of the Grantor contributed to or added to the trust estate and eligible for the marital deduction. Assets allocated to the Marital Trust in kind shall be considered to satisfy this amount on the basis of their values on the date or dates of allocation. No assets shall be allocated to the Marital Trust for which a foreign death tax credit is allowable, unless other property of the Grantor is insufficient to satisfy the amount to be allocated to the Marital Trust pursuant to this subparagraph B.4.

The Surviving Spouse is authorized at any time within nine (9) months following the date of death of the Grantor to disclaim all or any part of the property to be allocated to the Marital Trust pursuant to this subparagraph B.4. Any such disclaimer by the Surviving Spouse shall be made by a written and acknowledged instrument delivered to the Trustee. Any property or portion thereof that is disclaimed by the Surviving Spouse in this manner, or in which the Surviving Spouse disclaims all of her interest, shall be allocated to the Decedent's Trust.

The Surviving Spouse shall have the power, during the remaining lifetime of the Surviving Spouse, to require the Trustee to make all or part of the principal of the Marital Trust productive, or to convert promptly any unproductive property into productive property. This power shall be exercised by the Surviving Spouse in a written instrument delivered to the Trustee.

If the Executor of the Grantor's estate elects to have all or any portion of the Marital Trust qualify for the marital deduction under Section 2056(b)(7) of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations and cases thereunder, or any corresponding or substitute provisions applicable to the trust estate, then in no event shall the Trustee take any action or have any power that will impair the marital deduction, and all provisions of this Trust Agreement regarding the Marital Trust shall be interpreted to conform to the primary objective of having the Marital Trust qualify for the marital deduction.

If the Executor of the Grantor's estate elects to qualify only a portion of the Marital Trust for the federal estate tax marital deduction, then the trust estate of the Marital Trust shall be divided into separate Qualified and Non-Qualified portions, and each portion shall be administered as a separate Qualified or Non-Qualified Marital Trust during the remaining lifetime of the Surviving Spouse. If the Marital Trust is so divided into separate Qualified and Non-Qualified Marital Trusts, then all references in paragraph C. below to the Marital Trust shall be to both the Qualified and the Non-Qualified Marital Trusts. Discretionary distributions of principal from the Marital Trust shall first be made from the Qualified Marital Trust until it is exhausted, and thereafter from the Non-Qualified Marital Trust, except that all or any part of the distributions may be made from the Non-Qualified Marital Trust without first exhausting the Qualified Marital Trust if for any reason the Trustee considers it advisable.

C. DISPOSITION OF MARITAL TRUST. Following the death of the Grantor, the Marital Trust is to be held, administered, and distributed as hereafter provided.

1. Following the death of the Grantor, and during the remaining lifetime of the Surviving Spouse, the Trustee must pay to or apply for the benefit of the Surviving Spouse, in quarter-annual or more frequent installments, the entire net income of the Marital Trust. If the Trustee considers the net income of the Marital Trust to be insufficient, the Trustee may also pay to or apply for the benefit of the Surviving Spouse as much of the principal of the Marital Trust as the Trustee, in the Trustee's discretion, considers necessary for the proper health, support, and maintenance of the Surviving Spouse, after taking into consideration, to the extent the Trustee considers advisable, any other income or resources of the Surviving Spouse known to the Trustee. However, any discretionary distributions of principal pursuant to the preceding sentence shall not exceed \$100,000 per calendar year.

2. On the death of the Surviving Spouse, the Trustee must pay out of the principal of the Marital Trust any estate, inheritance, death, or other transfer taxes, including interest and penalties, resulting from the death of the Surviving Spouse that are attributable to any assets that, upon the death of the Surviving Spouse, are part of or are added to the Marital Trust. The amount of such taxes, interest, and penalties is to be determined and apportioned pursuant to article VII below.

3. On the death of the Surviving Spouse, the remaining balance of the Marital Trust shall be held, administered, and distributed as hereafter provided.

a. If the generation-skipping transfer tax imposed by Chapter 13 of the Internal Revenue Code of 1986, as amended (the "Code"), or any corresponding or substitute provision is in effect on the date of the Surviving Spouse's death, then there is to be distributed to the then living issue of the Grantor, by right of representation, but treating the Grantor's children as if they had predeceased the Grantor -- thus skipping the Grantor's children, an amount equal to the balance of the Surviving Spouse's generation-skipping tax exemption that remains available to the Surviving Spouse's estate after the allocation of the exemption to all other generation-skipping transfers made by the Surviving Spouse at or prior to her death. However, the amount that would otherwise be distributed, free of trust, to each lineal descendant of the Grantor pursuant to the preceding sentence is instead to be retained in trust for the primary benefit of that lineal descendant pursuant to paragraph F. below. For the purposes of this subparagraph, the Surviving Spouse's generation-skipping tax exemption is the Surviving Spouse's exemption under Section 2631 of the Code, or any corresponding or substitute provision in effect on the date of the Surviving Spouse's death. The amount to be distributed pursuant to this subparagraph C.3.a. is to be satisfied in cash or in kind, or partly in each. Assets allocated to the

generation-skipping trusts in kind are to be considered to satisfy this amount on the basis of their values on the date or dates of allocation.

If the balance of Surviving Spouse's generation-skipping tax exemption that remains available to her estate should equal or exceed the total value of the Marital Trust on the date of her death, then the entire balance of the Marital Trust is to be distributed pursuant to this subparagraph C.3.a., and no assets are to be distributed pursuant to subparagraph C.3.b. below. If neither the federal generation-skipping transfer tax imposed by Chapter 13 of the Code nor any corresponding or substitute transfer tax is in effect on the date of the Surviving Spouse's death, then the entire balance of the Marital Trust is to be distributed pursuant to subparagraph C.3.b. below, and no assets are to be distributed pursuant to this subparagraph C.3.a.

The Grantor understands and acknowledges that, as a result of amendments to Chapter 13 of the Code that were enacted as part of the Economic Growth and Tax Relief Reconciliation Act of 2001, the Surviving Spouse's generation-skipping tax exemption is scheduled to increase substantially between 2002 and 2009, and the generation-skipping transfer tax is to be repealed effective January 1, 2010. If the scheduled increases in the generation-skipping tax exemption become effective, then the Grantor understands that the amount of the Surviving Spouse's exemption may exceed the total value of the Marital Trust, in which case the entire balance of the Marital Trust is to be distributed pursuant to this subparagraph C.3.a. Similarly, the Grantor understands that if the complete repeal of the generation-skipping transfer tax becomes effective, then the entire balance of the Marital Trust will be distributed pursuant to subparagraph C.3.b. below.

b. The remaining balance of the Marital Trust shall be divided into three (3) equal shares, subject to the adjustment provided in subparagraph C.3.b.(iv) below. Each such share shall be held, administered, and distributed as hereafter provided.

(i) One (1) such share shall be distributed to the Grantor's son, Todd Bruce Jaksick, if he is then living, and if he is not then living to the then living issue of Todd Bruce Jaksick, by right of representation. However, the amount that would otherwise be distributed, free of trust, to each issue of the Grantor pursuant to the preceding sentence shall instead be retained in trust for the primary benefit of that person pursuant to paragraph F. below. If Todd Bruce Jaksick is not then living, and none of his issue is living, this distribution will lapse and be divided equally between the other two shares or one share, as the case may be, pursuant to this subparagraph C.3.b.

(ii) One (1) such share shall be distributed to the Grantor's son, Stanley S. Jaksick, if he is then living, and if he is not then living to the then living issue of Stanley S. Jaksick, by right of representation. However, the amount that would otherwise be distributed, free of trust, to each issue of the Grantor pursuant to the preceding sentence shall instead be retained in trust for the primary benefit of that person pursuant to paragraph F. below. If Stanley S. Jaksick is not then living, and none of his issue is living, this distribution will lapse and be divided equally between the other two shares or one share, as the case may be, pursuant to this subparagraph C.3.b.

(iii) One (1) such share shall be distributed to the Grantor's daughter, Wendy Ann Jaksick Smrt, if she is then living, and if she is not then living to the then living issue of Wendy Ann Jaksick Smrt, by right of representation. However, the amount that would otherwise be distributed, free of trust, to each issue of the Grantor pursuant to the preceding sentence shall instead be retained in trust for the primary benefit of that person pursuant to paragraph F. below. If Wendy Ann Jaksick Smrt is not then living, and none of her issue is living, this distribution will lapse and be divided equally between the other two shares or one share, as the case may be, pursuant to this subparagraph C.3.b.

D. DISPOSITION OF THE DECEDENT'S TRUST. Following the death of the Grantor, the Decedent's Trust shall be held, administered, and distributed as hereafter provided.

1. On the death of the Grantor, and subject to any contrary directions contained in the Will of the Grantor, the Trustee must pay out of the principal of the Decedent's Trust any estate, inheritance, death, or other transfer taxes, including interest and penalties, resulting from the death of the Grantor that are attributable to any assets that, upon the death of the Grantor, are part of or are added to the Decedent's Trust. The amount of such taxes, interest, and penalties is to be determined and apportioned pursuant to article VII. The Trustee must, in addition, pay out of the principal of the Decedent's Trust any of the Grantor's last illness and funeral expenses, creditors' claims, bequests (including the bequest by the Grantor's Will of any of the Grantor's tangible personal property that is held in the trust estate), and any attorneys' fees and other costs incurred in administering the probate estate of the Grantor that are not paid from the probate estate of the Grantor.

2. On the death of the Grantor, and subject to the power of appointment provided in subparagraph B.1. above, the following property shall be held, administered, and distributed pursuant to paragraph G. below.

a. The Lake Tahoe Residence.

b. An amount equal to the estimated future payments of principal and interest on any deed of trust or mortgage, property taxes, assessments, insurance premiums, repair and maintenance expenses, utility expenses, and other expenses attributable to the Lake Tahoe Residence for a period of ten (10) years after the death of the Grantor (hereafter referred to as the "Residential Fund"). This amount shall be determined by the Trustee, in the Trustee's sole discretion, and shall be based upon all relevant historical expenses attributable to the Lake Tahoe Residence, as well as any relevant actuarial principles and/or other factors that the Trustee may determine necessary, in the Trustee's sole discretion. Notwithstanding Article VII, the amount in this subparagraph 2. will not be apportioned or charged any death taxes or administration expenses.

3. If the generation-skipping transfer tax imposed by Chapter 13 of the Internal Revenue Code of 1986, as amended (the "Code"), or any corresponding or substitute provision is in effect on the date of the Grantor's death, then there is to be distributed to the then living issue of the Grantor, by right of representation, but treating the Grantor's children as if they had predeceased the Grantor – thus skipping the Grantor's children, an amount equal to the balance of the Grantor's generation-skipping tax exemption that remains available to the Grantor's estate after the allocation of the exemption to all other generation-skipping transfers made by the Grantor at or prior to his death. However, the amount that would otherwise be distributed, free of trust, to each lineal descendant of the Grantor pursuant to the preceding sentence is instead to be retained in trust for the primary benefit of that lineal descendant pursuant to paragraph F. below. For the purposes of this subparagraph, the Grantor's generation-skipping tax exemption is the Grantor's exemption under Section 2631 of the Code, or any corresponding or substitute provision in effect on the date of the Grantor's death. The amount to be distributed pursuant to this subparagraph D.3. is to be satisfied in cash or in kind, or partly in each. Assets allocated to the generation-skipping trusts in kind are to be considered to satisfy this amount on the basis of their values on the date or dates of allocation.

If the balance of Grantor's generation-skipping tax exemption that remains available to his estate should equal or exceed the total value of the Decedent's Trust on the date of his death, then the entire balance of the Decedent's Trust, with the exception of the property described in subparagraph D.2. above, is to be distributed pursuant to this subparagraph D.3., and no assets are to be distributed pursuant to subparagraph D.4. below. If neither the federal generation-skipping transfer tax imposed

by Chapter 13 of the Code nor any corresponding or substitute transfer tax is in effect on the date of the Grantor's death, then the entire balance of the Decedent's Trust, with the exception of the property described in subparagraph D.2. above, is to be distributed pursuant to subparagraph D.4. below, and no assets are to be distributed pursuant to this subparagraph D.3.

The Grantor understands and acknowledges that, as a result of amendments to Chapter 13 of the Code that were enacted as part of the Economic Growth and Tax Relief Reconciliation Act of 2001, the Grantor's generation-skipping tax exemption is scheduled to increase substantially between 2002 and 2009, and the generation-skipping transfer tax is to be repealed effective January 1, 2010. If the scheduled increases in the generation-skipping tax exemption become effective, then the Grantor understands that the amount of the Grantor's exemption may exceed the total value of the Decedent's Trust, in which case the entire balance of the Decedent's Trust, with the exception of the property described in subparagraph D.2. above, is to be distributed pursuant to this subparagraph D.3. Similarly, the Grantor understands that if the complete repeal of the generation-skipping transfer tax becomes effective, then the entire balance of the Decedent's Trust, with the exception of the property described in subparagraph D.2. above, will be distributed pursuant to subparagraph D.4. below.

4. The remaining balance of the Decedent's Trust shall be divided into three (3) equal shares, subject to the adjustment provided in subparagraph D.4.d. below. Each such share shall be held, administered, and distributed as hereafter provided.

a. One (1) such share shall be distributed to the Grantor's son, Todd Bruce Jaksick, if he is then living, and if he is not then living to the then living issue of Todd Bruce Jaksick, by right of representation. However, the amount that would otherwise be distributed, free of trust, to each issue of the Grantor pursuant to the preceding sentence shall instead be retained in trust for the primary benefit of that person pursuant to paragraph F. below. If Todd Bruce Jaksick is not then living, and none of his issue is living, this distribution will lapse and be divided equally between the other two shares or one share, as the case may be, pursuant to this subparagraph D.4.

b. One (1) such share shall be distributed to the Grantor's son, Stanley S. Jaksick, if he is then living, and if he is not then living to the then living issue of Stanley S. Jaksick, by right of representation. However, the amount that would otherwise be distributed, free of trust, to each issue of the Grantor pursuant to the preceding sentence shall instead be retained in trust for the primary benefit of that person pursuant to paragraph F. below. If Stanley S. Jaksick is not then living, and none of his issue is

living, this distribution will lapse and be divided equally between the other two shares or one share, as the case may be, pursuant to this subparagraph D.4.

c. One (1) such share shall be distributed to the Grantor's daughter, Wendy Ann Jaksick Smrt, if she is then living, and if she is not then living to the then living issue of Wendy Ann Jaksick Smrt, by right of representation. However, the amount that would otherwise be distributed, free of trust, to each issue of the Grantor pursuant to the preceding sentence shall instead be retained in trust for the primary benefit of that person pursuant to paragraph F. below. If Wendy Ann Jaksick Smrt is not then living, and none of her issue is living, this distribution will lapse and be divided equally between the other two shares or one share, as the case may be, pursuant to this subparagraph D.4.

d. Grantor acknowledges that Wendy Ann Jaksick Smrt has received substantial sums of money and/or property from the Grantor and/or other members of, or entities related to, the Grantor's family, by virtue of which Grantor desires to adjust the share of the Decedent's Trust the Grantor desires Wendy Ann Jaksick Smrt, or the then living issue of Wendy Ann Jaksick Smrt, to receive pursuant to subparagraph D.4.c. above. Accordingly, the Trustee is hereby instructed to adjust the share of the Decedent's Trust to be distributed to Wendy Ann Jaksick Smrt, or the then living issue of Wendy Ann Jaksick Smrt, pursuant to subparagraph D.4.c. above as follows:

(i) The Trustee shall calculate the dollar value of the equal share of the Decedent's Trust each of the beneficiaries would otherwise be entitled to receive pursuant to this subparagraph D.4.

(ii) The Trustee shall then reduce the share Wendy Ann Jaksick Smrt, or the then living issue of Wendy Ann Jaksick Smrt, would otherwise be entitled to receive pursuant to subparagraph D.4.c. above by the sum of \$1,500,000.

(iii) The Trustee shall then reallocate the \$1,500,000 to and for the benefit of the other beneficiaries named in subparagraphs D.4.a. and D.4.b. above, in proportion to each beneficiary's interest as described therein.

(iv) The Trustee shall then recalculate the total share to be allocated to each of the beneficiaries named in this subparagraph D.4., and shall thereafter hold, administer, and distribute the shares pursuant to the terms of this Trust Agreement.

It is the sole intent and desire of the Grantor that the reductions and reallocations described in this subparagraph D.4.d. are the only actions and/or remedies to be pursued against Wendy Ann Jaksick Smrt. Accordingly, the Trustees and beneficiaries are instructed not to pursue any additional form of legal actions or otherwise against Wendy Ann Jaksick Smrt, either in their capacity as Trustee or beneficiary, and any such action(s) shall be construed as a contest of the provisions of this Trust Agreement for subject to paragraph O. of Article VIII below.

E. DEATH OF THE GRANTOR, IF THE GRANTOR IS NOT SURVIVED BY HIS SPOUSE. On the death of the Grantor, if the Grantor is not survived by the Surviving Spouse, the trust estate, including any additions made to the trust estate as a result of the death of the Grantor, such as from the Will of the Grantor or from life insurance policies on the life of the Grantor, shall be held, administered, and distributed as hereafter provided.

1. On the death of the Grantor, the Trustee must distribute the trust estate as then constituted, including any additions made to the trust estate as a result of the death of the Grantor, such as from the Will of the Grantor or from life insurance policies on the life of the Grantor, to such one or more persons and entities, including the estate of the Grantor, and on such terms and conditions, either outright or in trust, as the Grantor may appoint by a Will or a written and acknowledged instrument specifically referring to and exercising this general power of appointment. Any of the trust estate not effectively appointed by the Grantor in this manner is to be distributed, or retained in trust, pursuant to subparagraphs E.2. through E.5. below.

2. On the death of the Grantor, and subject to any contrary directions contained in the Will of the Grantor, the Trustee must pay out of the principal of the trust estate any estate, inheritance, death, or other transfer taxes, including interest and penalties, resulting from the death of the Grantor that are attributable to any assets that, upon the death of the Grantor, are part of or are added to the trust estate. The amount of such taxes, interest, and penalties is to be determined and apportioned pursuant to article VII. The Trustee must, in addition, pay out of the principal of the trust estate any of the Grantor's last illness and funeral expenses, creditors' claims, bequests (including the bequest by the Grantor's Will of any of the Grantor's tangible personal property that is held in the trust estate), and any attorneys' fees and other costs incurred in administering the probate estate of the Grantor that are not paid from the probate estate of the Grantor.

3. On the death of the Grantor, and subject to the power of appointment provided in subparagraph E.1. above, the following property shall be held, administered, and distributed pursuant to paragraph G. below.

a. The Lake Tahoe Residence.

b. An amount equal to the estimated future payments of principal and interest on any deed of trust or mortgage, property taxes, assessments, insurance premiums, repair and maintenance expenses, utility expenses, and other expenses attributable to the Lake Tahoe Residence for a period of ten (10) years after the death of the Grantor (hereafter referred to as the "Residential Fund"). This amount shall be determined by the Trustee, in the Trustee's sole discretion, and shall be based upon all relevant historical expenses attributable to the Lake Tahoe Residence, as well as any relevant actuarial principles and/or other factors that the Trustee may determine necessary, in the Trustee's sole discretion. Notwithstanding Article VII, the amount in this subparagraph 2. will not be apportioned or charged any death taxes or administration expenses.

4. If the generation-skipping transfer tax imposed by Chapter 13 of the Internal Revenue Code of 1986, as amended (the "Code"), or any corresponding or substitute provision is in effect on the date of the Grantor's death, then there is to be distributed to the then living issue of the Grantor, by right of representation, but treating the Grantor's children as if they had predeceased the Grantor – thus skipping the Grantor's children, an amount equal to the balance of the Grantor's generation-skipping tax exemption that remains available to the Grantor's estate after the allocation of the exemption to all other generation-skipping transfers made by the Grantor at or prior to his death. However, the amount that would otherwise be distributed, free of trust, to each lineal descendant of the Grantor pursuant to the preceding sentence is instead to be retained in trust for the primary benefit of that lineal descendant pursuant to paragraph F. below. For the purposes of this subparagraph, the Grantor's generation-skipping tax exemption is the Grantor's exemption under Section 2631 of the Code, or any corresponding or substitute provision in effect on the date of the Grantor's death. The amount to be distributed pursuant to this subparagraph E.4. is to be satisfied in cash or in kind, or partly in each. Assets allocated to the generation-skipping trusts in kind are to be considered to satisfy this amount on the basis of their values on the date or dates of allocation.

If the balance of Grantor's generation-skipping tax exemption that remains available to his estate should equal or exceed the total value of the trust estate on the date of his death, then the entire balance of the trust estate, with the exception of the property described in subparagraph E.3. above, is to be distributed pursuant to this subparagraph E.4., and no assets are to be distributed pursuant to subparagraph E.5. below. If neither the federal generation-skipping transfer tax imposed by Chapter 13 of the

Code nor any corresponding or substitute transfer tax is in effect on the date of the Grantor's death, then the entire balance of the trust estate, with the exception of the property described in subparagraph E.3. above, is to be distributed pursuant to subparagraph E.5. below, and no assets are to be distributed pursuant to this subparagraph E.4.

The Grantor understands and acknowledges that, as a result of amendments to Chapter 13 of the Code that were enacted as part of the Economic Growth and Tax Relief Reconciliation Act of 2001, the Grantor's generation-skipping tax exemption is scheduled to increase substantially between 2002 and 2009, and the generation-skipping transfer tax is to be repealed effective January 1, 2010. If the scheduled increases in the generation-skipping tax exemption become effective, then the Grantor understands that the amount of the Grantor's exemption may exceed the total value of the trust estate, in which case the entire balance of the trust estate, with the exception of the property described in subparagraph E.3. above, is to be distributed pursuant to this subparagraph E.4. Similarly, the Grantor understands that if the complete repeal of the generation-skipping transfer tax becomes effective, then the entire balance of the trust estate, with the exception of the property described in subparagraph E.3. above, will be distributed pursuant to subparagraph E.5. below.

5. The remaining balance of the trust estate shall be divided into three (3) equal shares, subject to the adjustment provided in subparagraph E.5.d. below. Each such share shall be held, administered, and distributed as hereafter provided.

a. One (1) such share shall be distributed to the Grantor's son, Todd Bruce Jaksick, if he is then living, and if he is not then living to the then living issue of Todd Bruce Jaksick, by right of representation. However, the amount that would otherwise be distributed, free of trust, to each issue of the Grantor pursuant to the preceding sentence shall instead be retained in trust for the primary benefit of that person pursuant to paragraph F. below. If Todd Bruce Jaksick is not then living, and none of his issue is living, this distribution will lapse and be divided equally between the other two shares or one share, as the case may be, pursuant to this subparagraph E.5.

b. One (1) such share shall be distributed to the Grantor's son, Stanley S. Jaksick, if he is then living, and if he is not then living to the then living issue of Stanley S. Jaksick, by right of representation. However, the amount that would otherwise be distributed, free of trust, to each issue of the Grantor pursuant to the preceding sentence shall instead be retained in trust for the primary benefit of that person pursuant to paragraph F. below. If Stanley S. Jaksick is not then living, and none of his issue is

living, this distribution will lapse and be divided equally between the other two shares or one share, as the case may be, pursuant to this subparagraph E.5.

c. One (1) such share shall be distributed to the Grantor's daughter, Wendy Ann Jaksick Smrt, if she is then living, and if she is not then living to the then living issue of Wendy Ann Jaksick Smrt, by right of representation. However, the amount that would otherwise be distributed, free of trust, to each issue of the Grantor pursuant to the preceding sentence shall instead be retained in trust for the primary benefit of that person pursuant to paragraph F. below. If Wendy Ann Jaksick Smrt is not then living, and none of her issue is living, this distribution will lapse and be divided equally between the other two shares or one share, as the case may be, pursuant to this subparagraph E.5.

d. Grantor acknowledges that Wendy Ann Jaksick Smrt has received substantial sums of money and/or property from the Grantor and/or other members of, or entities related to, the Grantor's family, by virtue of which Grantor desires to adjust the share of the trust estate the Grantor desires Wendy Ann Jaksick Smrt, or the then living issue of Wendy Ann Jaksick Smrt, to receive pursuant to subparagraph E.5.c. above. Accordingly, the Trustee is hereby instructed to adjust the share of the trust estate to be distributed to Wendy Ann Jaksick Smrt, or the then living issue of Wendy Ann Jaksick Smrt, pursuant to subparagraph E.5.c. above as follows:

(i) The Trustee shall calculate the dollar value of the equal share of the trust estate each of the beneficiaries would otherwise be entitled to receive pursuant to this subparagraph E.5.

(ii) The Trustee shall then reduce the share Wendy Ann Jaksick Smrt, or the then living issue of Wendy Ann Jaksick Smrt, would otherwise be entitled to receive pursuant to subparagraph E.5.c. above by the sum of \$1,500,000.

(iii) The Trustee shall then reallocate the \$1,500,000 to and for the benefit of the other beneficiaries named in subparagraphs E.5.a. and E.5.b. above, in proportion to each beneficiary's interest as described therein.

(iv) The Trustee shall then recalculate the total share to be allocated to each of the beneficiaries named in this subparagraph E.5., and shall thereafter hold, administer, and distribute the shares pursuant to the terms of this Trust Agreement.

It is the sole intent and desire of the Grantor that the reductions and reallocations described in this subparagraph E.5.d. are the only actions and/or remedies to be pursued against Wendy Ann Jaksick Smrt. Accordingly, the Trustees and beneficiaries are instructed not to pursue any additional form of legal actions or otherwise against Wendy Ann Jaksick Smrt, either in their capacity as Trustee or beneficiary, and any such action(s) shall be construed as a contest of the provisions of this Trust Agreement for subject to paragraph O. of Article VIII below.

F. DISTRIBUTIONS TO THE ISSUE OF THE GRANTOR. Any amount distributable in trust for the primary benefit of each lineal descendant of the Grantor pursuant to the provisions of this Trust Agreement is to be retained and administered as a separate trust for the primary benefit of that lineal descendant pursuant to subparagraphs F.1. through F.4. below. In each of the following subparagraphs, all references to the "Beneficiary" are to the lineal descendant of the Grantor for whose primary benefit a separate trust is established pursuant to the provisions of this Trust Agreement.

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

2. During the lifetime of the Beneficiary, the Trustee may also pay to or apply for the benefit of any one (1) or more of the issue of the Beneficiary, including those aged 18 or older, and the surviving spouses of any deceased issue of the Beneficiary as much of the principal of the "Exempt Portion" (as defined in article VI below) of the Beneficiary's trust as the Trustee, in the Trustee's discretion, considers necessary for the health, education, support, and maintenance of such beneficiaries, after taking into consideration, to the extent the Trustee considers advisable, any of their other income or resources known to the Trustee. In exercising the discretion granted by this subparagraph, the Trustee may pay more to or apply more for some beneficiaries than others, and may make payments to or applications of benefits for one or more beneficiaries to the exclusion of others. However, in exercising these discretionary powers to distribute principal, the Trustee is to be mindful of the fact that the primary concern of the Grantor is the proper health, education, support, and maintenance of the Beneficiary, and that the interests of the other beneficiaries in the trust are to be subordinate to those of the Beneficiary. Any payment or application of benefits to or for the benefit of any of the issue of the Beneficiary

or the surviving spouses of any deceased issue of the Beneficiary pursuant to this subparagraph F.2. is to be charged against the trust as a whole, rather than against the ultimate distributive share of the beneficiary to whom or for whose benefit the payment is made.

3. During the lifetime of the Beneficiary, the Trustee must, in addition, distribute such amounts from the principal of the Beneficiary's trust to such one or more persons and entities, excluding only the Beneficiary, the Beneficiary's estate, the Beneficiary's creditors, and the creditors of the Beneficiary's estate, and on such terms and conditions, either outright or in trust, as the Beneficiary may appoint by a written and acknowledged instrument specifically referring to and exercising this special power of appointment.

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

a. The "Exempt Portion" (as defined in article VI below) of the Beneficiary's trust shall be distributed to such one or more members of the group composed of and limited to the Grantor's issue (excluding the Beneficiary) who are living on or born or adopted after the date of death of the Beneficiary and the surviving spouses of any of the Grantor's deceased issue (including the Beneficiary's surviving spouse), and on such terms and conditions, either outright or in trust, as the Beneficiary may appoint by a Will or a written and acknowledged instrument specifically referring to and exercising this special power of appointment. Any of the Exempt Portion of the Beneficiary's trust not effectively appointed by the Beneficiary in this manner shall be distributed pursuant to subparagraph F.4.c. below.

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

c. Any of the Beneficiary's trust not effectively appointed by the Beneficiary pursuant to subparagraphs F.4.a. and F.4.b. above shall be distributed to the then living issue of the Beneficiary, by right of representation, or, if there are none, by right

of representation to the then living issue of the nearest ancestor of the Beneficiary who is a descendant of the Grantor and who has issue then living, or, if there is no such ancestor of the Beneficiary who has issue then living, to the then living issue of the Grantor, by right of representation. However, (a) if any part of the Beneficiary's trust would otherwise be distributed, free of trust, to any lineal descendant of the Grantor for whose primary benefit a trust is then being administered pursuant to this paragraph F., then that part is instead to be added to that trust and is to thereafter be administered according to its terms; and (b), subject to the provisions of paragraph L. of article VIII below (the "Perpetuities Savings Clause"), if any part of the Beneficiary's trust would otherwise be distributed, free of trust, to any other lineal descendant of the Grantor, then that part is instead to be retained in trust for the primary benefit of that lineal descendant during his or her entire lifetime pursuant to this paragraph F. That lineal descendant is to thereafter be considered the "Beneficiary" for the purposes of this paragraph F.

G. LAKE TAHOE RESIDENCE AND RESIDENTIAL FUND. The Lake Tahoe Residence and Residential Fund shall be retained and administered as a separate trust for the benefit of the Surviving Spouse and the Grantor's children who are living on the date of death of the Grantor and shall be held, administered, and distributed as hereafter provided.

1. On the death of the Grantor, if the Grantor is survived by the Surviving Spouse, the Surviving Spouse shall have the exclusive right to use and occupy the Lake Tahoe Residence, rent free, for a period of six (6) months following the death of the Grantor. At the expiration of the six (6) month period set forth in the preceding sentence, the Surviving Spouse and each of the Grantor's living children shall have the right to use and occupy the Lake Tahoe Residence, rent free, for such equal periods throughout each calendar year as the Trustee shall determine, in the Trustee's sole discretion, until such time as the Lake Tahoe Residence is sold pursuant to subparagraph G.3. or G.4. below. The Trustee shall pay all of the property taxes, assessments, insurance premiums, repair and maintenance expenses, utility expenses, and other expenses attributable to the Lake Tahoe Residence out of the Residential Fund. The Trustee may require each beneficiary to agree in writing to indemnify and hold the Trustee and the trust estate harmless from any liability resulting from the occupancy of the Lake Tahoe Residence by the beneficiary and his or her guests and invitees, including, but not limited to, any liability for personal injury or property damage sustained during the use and occupancy of the property. The Trustee is not to be liable to the other beneficiaries of the trust estate for any loss of or damage to the Lake Tahoe Residence that results from the use and occupancy of the property by a beneficiary pursuant to this provision.

2. On the death of the Grantor, if the Grantor is not survived by the Surviving Spouse, each of the Grantor's living children shall have the right to use and occupy the Lake Tahoe Residence, rent free, for such equal periods throughout each calendar year as the Trustee shall determine, in the Trustee's sole discretion, until such time as the Lake Tahoe Residence is sold pursuant to subparagraph G.3. or G.4. below. The Trustee shall pay all of the property taxes, assessments, insurance premiums, repair and maintenance expenses, utility expenses, and other expenses attributable to the Lake Tahoe Residence out of the Residential Fund. The Trustee may require each beneficiary to agree in writing to indemnify and hold the Trustee and the trust estate harmless from any liability resulting from the occupancy of the Lake Tahoe Residence by the beneficiary and his or her guests and invitees, including, but not limited to, any liability for personal injury or property damage sustained during the use and occupancy of the property. The Trustee is not to be liable to the other beneficiaries of the trust estate for any loss of or damage to the Lake Tahoe Residence that results from the use and occupancy of the property by a beneficiary pursuant to this provision.

3. On the death of the first child of the Grantor who was living on the date of death of the Grantor, the Trustee shall submit a written offer to sell the Lake Tahoe Residence to the remaining children of the Grantor for such price, and upon such terms, as the Trustee determines in the Trustee's sole discretion. Within 30 days after receipt of the offer, any one or more of the remaining children of the Grantor may, at their option, exercisable in writing, purchase the Lake Tahoe Residence for the purchase price and on the terms set forth in the offer by the Trustee. If none of the remaining children of the Grantor exercise the right of first refusal, then the Trustee shall sell the Lake Tahoe Residence to a third party for such price, and upon such terms, as the Trustee determines in the Trustee's sole discretion. Upon the sale of the Lake Tahoe Residence pursuant to this subparagraph G.3., the sales proceeds from the Lake Tahoe Residence and the remaining balance of the Residential Fund, if any, shall be distributed pursuant to subparagraph G.5. below.

4. Notwithstanding any other provision of this paragraph G., at any time after the expiration of the six (6) month period set forth in subparagraph G.1. above, and only upon the unanimous vote of the Co-Trustees then acting as Trustee pursuant to paragraph A. of article IV below, the Trustee may, in the Trustee's sole discretion, sell the Lake Tahoe Residence to such buyer, for such price, and upon such terms, as the Trustee determines in the Trustee's sole discretion. Upon the sale of the Lake Tahoe Residence pursuant to this subparagraph G.4., the sales proceeds from the Lake Tahoe Residence and the remaining balance of the Residential Fund, if any, shall be distributed pursuant to subparagraph G.5. below.

5. Upon the sale of the Lake Tahoe Residence pursuant to subparagraph G.3. or G.4. above, the sales proceeds from the Lake Tahoe Residence and the remaining balance of the Residential Fund, if any, shall be divided into three (3) equal shares. Each such equal share shall be held, administered, and distributed as hereafter provided.

a. One (1) such equal share shall be distributed to the Grantor's son, Todd Bruce Jaksick, if he is then living, and if he is not then living to such one or more persons and entities, excluding only the Beneficiary, the Beneficiary's estate, the Beneficiary's creditors, and the creditors of the Beneficiary's estate, and on such terms and conditions, either outright or in trust, as Todd Bruce Jaksick may appoint by a Will or a written and acknowledged instrument specifically referring to and exercising this limited power of appointment. Any of such equal share not effectively appointed by Todd Bruce Jaksick in this manner shall be distributed to the then living issue of Todd Bruce Jaksick, by right of representation. However, the amount that would otherwise be distributed, free of trust, to each issue of the Grantor pursuant to this subparagraph G.5.a. shall instead be retained in trust for the primary benefit of that person pursuant to paragraph F. above. If Todd Bruce Jaksick is not then living, and none of his issue is living, and no other distribution is to be made pursuant to this subparagraph, and power is not exercised this distribution will lapse and be divided equally between the other two shares or one share, as the case may be, pursuant to this subparagraph G.5.

b. One (1) such equal share shall be distributed to the Grantor's son, Stanley S. Jaksick, if he is then living, and if he is not then living to such one or more persons and entities, excluding only the Beneficiary, the Beneficiary's estate, the Beneficiary's creditors, and the creditors of the Beneficiary's estate, and on such terms and conditions, either outright or in trust, as Stanley S. Jaksick may appoint by a Will or a written and acknowledged instrument specifically referring to and exercising this limited power of appointment. Any of such equal share not effectively appointed by Stanley S. Jaksick in this manner shall be distributed to the then living issue of Stanley S. Jaksick, by right of representation. However, the amount that would otherwise be distributed, free of trust, to each issue of the Grantor pursuant to this subparagraph G.5.b. shall instead be retained in trust for the primary benefit of that person pursuant to paragraph F. above. If Stanley S. Jaksick is not then living, none of his issue is living, and no other distribution is to be made pursuant to this subparagraph, this distribution will lapse and be divided equally between the other two shares or one share, as the case may be, pursuant to this subparagraph G.5.

c. One (1) such equal share shall be distributed to the Grantor's daughter, Wendy Ann Jaksick Smrt, if she is then living, and if she is not then living to such one or more persons and entities, excluding only the Beneficiary, the Beneficiary's estate, the Beneficiary's creditors, and the creditors of the Beneficiary's estate, and on such terms and conditions, either outright or in trust, as Wendy Ann Jaksick Smrt may appoint by a Will or a written and acknowledged instrument specifically referring to and exercising this limited power of appointment. Any of such equal share not effectively appointed by Wendy Ann Jaksick Smrt in this manner shall be distributed to the then living issue of Wendy Ann Jaksick Smrt, by right of representation. However, the amount that would otherwise be distributed, free of trust, to each issue of the Grantor pursuant to this subparagraph G.5.c. shall instead be retained in trust for the primary benefit of that person pursuant to paragraph F. above. If Wendy Ann Jaksick Smrt is not then living, none of her issue is living, and no other distribution is to be made pursuant to this subparagraph, this distribution will lapse and be divided equally between the other two shares or one share, as the case may be, pursuant to this subparagraph G.5.

H. REMOTE HEIRS. If at any time before final distribution of the trust estate Samuel S. Jaksick, Jr., Janene Barger, and all of the issue of Samuel S. Jaksick, Jr. are deceased, and no other disposition of the property is directed by this Trust Agreement, then the remaining portion of the trust estate is to then be distributed to the Nevada State Children's Home in Carson City, Nevada, or to a similar successor organization of the State of Nevada, to be used as follows:

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

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

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

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

J. **EARLY TERMINATION OF SMALL TRUSTS.** If at any time before final distribution, any trust being administered under this Trust Agreement contains assets with an aggregate fair market value of less than \$50,000, and if the Trustee determines, in the Trustee's discretion, that continued administration of the trust would be impractical or that the costs of administration would outweigh the anticipated benefits of continued administration, then the Trustee may terminate the trust and distribute the remaining trust assets to the trust beneficiaries, both income beneficiaries and then living remaindermen. The identities of the remaindermen are to be determined as if the event that would otherwise cause the final distribution of the trust, such as the attainment by the income beneficiary of a specified age or the death of the last living income beneficiary, had then occurred. Except as otherwise specifically provided in this Trust Agreement, distribution among the income beneficiaries and remaindermen is to be in accordance with sound actuarial principles.

K. **INTEREST ON PECUNIARY BEQUESTS.** Unless otherwise specifically provided in this Trust Agreement, any distribution or allocation of a monetary or pecuniary amount of property may be satisfied in cash or in kind, or partly in each, with the assets so distributed or allocated being valued for this purpose on the date or dates of distribution or allocation. Interest is not to accrue with respect to any pecuniary or monetary distribution or allocation that is satisfied or irrevocably set aside within 15 months after the date of the event that results in the distribution or allocation, such as the death of the Grantor. However, each such monetary or pecuniary distribution or allocation that is not so satisfied or irrevocably set aside within 15 months is to bear interest from the date specified under applicable state law, and if state law does not specify a date for the accrual

of interest, interest is to accrue from the date of the event that results in the distribution or allocation, and interest is to accrue to the date of distribution or allocation. Interest is to accrue at the statutory rate applicable to pecuniary bequests under state law, and if state law does not specify a statutory rate, interest is to accrue at 80% of the rate applicable under Section 7520 of the Internal Revenue Code of 1986, as amended (the "Code"), in effect on the date of the event that results in the distribution or allocation, or such other rate as may from time to time be required by the Code or federal estate, gift, or generation-skipping tax regulations.

III

POWER TO REVOKE AND AMEND

A. POWER TO REVOKE DURING LIFETIME OF GRANTOR. Samuel S. Jaksick, Jr., during his lifetime, may revoke this Trust Agreement in whole or in part by a written instrument delivered to the Trustee. On revocation, the Trustee must deliver to the Grantor all or the designated portion of the trust assets. If the Trust Agreement is revoked with respect to all or a major portion of the trust assets subject to the Trust Agreement, the Trustee may retain sufficient assets to reasonably secure payment of liabilities incurred by the Trustee in the administration of the trust estate, including Trustee's fees that have been earned, unless the Grantor indemnifies the Trustee against loss or expense. However, the Trustee is not entitled to indemnification against any loss or expense resulting from any breach of trust.

B. POWER TO AMEND DURING LIFETIME OF GRANTOR. Samuel S. Jaksick, Jr., during his lifetime, reserves the power to amend any of the terms of this Trust Agreement by a written instrument delivered to the Trustee. No amendment may substantially increase the duties or liabilities of the Trustee or change the Trustee's compensation without the Trustee's consent, nor is the Trustee obligated to act under such an amendment unless the Trustee accepts it. If a Trustee is removed, the Grantor must pay to the Trustee any sums due and must indemnify the Trustee against liabilities incurred by the Trustee in the administration of the trust estate. However, the Trustee is not entitled to indemnification against any liabilities resulting from any breach of trust.

C. POWER TO REVOKE AND AMEND FOLLOWING THE DEATH OF THE GRANTOR. Following the death of the Grantor, the trust estate may not be revoked, amended, or terminated except through distributions permitted or required pursuant to the terms of this Trust Agreement or through the exercise of powers of appointment that are granted by the terms of this Trust Agreement.

D. EFFECT OF DISABILITY OF GRANTOR ON POWER TO REVOKE OR AMEND. All of the Grantor's powers to revoke and amend that are described in paragraphs A. and B. above are personal to the Grantor and, in the event of disability, may be exercised on behalf of the Grantor by (1) a conservator or guardian of the estate of the Grantor with court approval or (2) the holder of a durable power of attorney for the purpose of making gifts or taking other actions that are authorized by express provisions of the durable power.

IV

TRUSTEE PROVISIONS

A. APPOINTMENT OF TRUSTEE AND SUCCESSOR TRUSTEES. Except as otherwise specifically provided in this Trust Agreement or in an instrument exercising a power of appointment that is granted by this Trust Agreement, the persons or entities named or appointed as Trustee or Co-Trustees pursuant to this paragraph A. are to act as Trustee or Co-Trustees, as the case may be, of each trust established pursuant to this Trust Agreement. Samuel S. Jaksick, Jr. is to initially serve as the sole Trustee. However, he may, in his sole discretion, appoint one (1) or more other persons or entities to serve as a Co-Trustee or as Co-Trustees with him and to serve as the successor Trustee or as successor Co-Trustees if he should for any reason fail to qualify or cease to act as Trustee, and he may remove (and, if desired, replace) any Co-Trustee, successor Trustee, or successor Co-Trustee appointed by him.

If Samuel S. Jaksick, Jr. should for any reason fail to qualify or cease to act as Trustee, and if he fails to otherwise appoint a different successor Trustee or two (2) or more different successor Co-Trustees pursuant to the preceding subparagraph, then Stanley S. Jaksick, Todd Bruce Jaksick, and Ray Benetti shall act as Co-Trustees. If any one of Stanley S. Jaksick, Todd Bruce Jaksick, or Ray Benetti should for any reason fail to qualify or cease to act as a Co-Trustee, then the remaining two Co-Trustees and Ken Huff shall act as Co-Trustees. If any two of Stanley S. Jaksick, Todd Bruce Jaksick, Ray Benetti, and Ken Huff should for any reason fail to qualify or cease to act as a Co-Trustee, then Todd Bruce Jaksick shall appoint one (1) other person or entity to serve as a Co-Trustee with the remaining two Co-Trustees. If Todd Bruce Jaksick should for any reason be unable or unwilling to appoint a Co-Trustee pursuant to the preceding sentence, then Stanley S. Jaksick shall appoint one (1) other person or entity to serve as a Co-Trustee with the remaining two Co-Trustees pursuant to the preceding sentence. If any three of Stanley S. Jaksick, Todd Bruce Jaksick, Ray Benetti, and Ken Huff should for any reason fail to qualify or cease to act as a Co-Trustee, then Todd Bruce Jaksick shall appoint one

(1) or more other persons or entities to serve as a Co-Trustee or as Co-Trustees with the remaining Co-Trustee. If Todd Bruce Jaksick should for any reason be unable or unwilling to appoint a Co-Trustee or Co-Trustees pursuant to the preceding sentence, then Stanley S. Jaksick shall appoint one (1) or more other persons or entities to serve as a Co-Trustee or as Co-Trustees with the remaining Co-Trustee pursuant to the preceding sentence.

Notwithstanding any other provision of this paragraph A., Todd Bruce Jaksick may, in his sole discretion, remove any Co-Trustee, successor Trustee (including Nevada State Bank below), or successor Co-Trustee named or otherwise appointed pursuant to this paragraph A., and he may appoint one (1) or more other persons or entities to serve as the replacement Co-Trustee, successor Trustee, or successor Co-Trustee, as the case may be. If Todd Bruce Jaksick should for any reason be unable or unwilling to remove and replace a Co-Trustee, successor Trustee, or successor Co-Trustee pursuant to the preceding sentence, then Stanley S. Jaksick may, in his sole discretion, remove any Co-Trustee, successor Trustee (including Nevada State Bank below), or successor Co-Trustee named or otherwise appointed pursuant to this paragraph A., and he may appoint one (1) or more other persons or entities to serve as the replacement Co-Trustee, successor Trustee, or successor Co-Trustee, as the case may be. However, the power granted to Todd Bruce Jaksick and Stanley S. Jaksick to remove and replace any Co-Trustee, successor Trustee, or successor Co-Trustee as set forth in this subparagraph may not be used to remove either Samuel S. Jaksick, Jr., Todd Bruce Jaksick, or Stanley S. Jaksick as Trustee, Co-Trustee, successor Trustee, or successor Co-Trustee, as the case may be.

If all of the individuals named in this paragraph A. should for any reason fail to qualify or cease to act as Trustees, and if another successor Trustee or two (2) or more other successor Co-Trustees are not otherwise appointed pursuant to the preceding subparagraphs, then Nevada State Bank shall act as sole Trustee.

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

B. INCAPACITY OF TRUSTEE. Any person named or appointed as the Trustee or as a Co-Trustee pursuant to the provisions of this Trust Agreement is to be considered to have failed to qualify as Trustee or as a Co-Trustee if the person at any time becomes incapacitated (determined in the manner specified in paragraph D. of article VIII). The

person is to be restored to the office of Trustee or Co-Trustee as soon as the person regains capacity.

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

D. EXCULPATION OF CO-TRUSTEES. No Co-Trustee is to be liable for any act, omission, or default of any other Co-Trustee provided that the Co-Trustee has not had knowledge of any facts that may reasonably be expected to have put the Co-Trustee on notice in sufficient time to have prevented the act, omission, or default.

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

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

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

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

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

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

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

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

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

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

EXHIBIT 1.b

EXHIBIT 1.b

EXHIBIT 1.b

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

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

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

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

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

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

8. The Trustee may lease trust property for terms within or beyond the term of the Trust Agreement for any purpose, including exploration for the removal of gas, oil, and other minerals; and may enter into community oil leases, pooling, and unitization agreements.

9. The Trustee may loan money to any person or entity, including the probate estate of the Grantor. However, any such loan must bear a reasonable rate of interest.

10. The Trustee may purchase property at its fair market value as determined by the Trustee, in the Trustee's discretion, from the probate estate of the Grantor.

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

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

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

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

held or purchased by the Trustee with such brokers as security for loans and advances made to the Trustee. The Trustee of each trust is also authorized to guarantee any loans made to any entity in which the trust owns an equity interest. In addition, during the lifetime of the Grantor, the Trustee is authorized to guarantee any loans made to the Grantor.

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

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

17. The Trustee may employ attorneys, accountants, investment advisors, managerial, clerical, and other assistants and agents, including management companies and resident managers of any real property operated by the trust. The expense of employment of such personnel is to be a proper expense of the trust and not of the Trustee personally. The Grantor acknowledges that Stanley S. Jaksick and Todd Bruce Jaksick currently provide services to and/or are involved in helping to administer and develop many of the Grantor's business activities and opportunities, and that their roles and responsibilities in these capacities will likely be greatly increased in the event of Grantor's death. Accordingly, the Trustee is specifically authorized and instructed to review, adjust, and increase, from time to time, the respective levels of compensation for Stanley S. Jaksick and Todd Bruce Jaksick based upon the increase in their then current responsibilities.

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

19. The Trustee may partition, allot, and distribute the trust estate, on any division or periodic, partial, or final distribution of the trust estate, in undivided interests or in kind, or partly in money and partly in kind, at valuations determined by the Trustee, and may sell such property as the Trustee considers necessary to make any division or distribution. In making any division or periodic, partial, or final distribution of the trust

estate, the Trustee is to be under no obligation to make a pro-rata division, or to distribute the same assets to beneficiaries similarly situated, but rather the Trustee may, in the Trustee's discretion, make a nonpro-rata division between trusts or shares and nonpro-rata distributions to beneficiaries, so long as the assets allocated to the separate trusts or shares, or distributed to the beneficiaries, have equivalent or proportionate fair market values.

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

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

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

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

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

at the expense of the Trustee personally. The Trustee may renounce or disclaim any power that might otherwise subject the Trustee to personal liability for environmental violations.

25. For investment purposes, the Trustee may, in the discretion of the Trustee, combine the assets of any of the trusts created under this Trust Agreement with the assets of any other trust established by the Grantor or by any other person. In such event, the Trustee must maintain separate records of the amounts allocable to each such trust. In addition, the Trustee may, in the Trustee's discretion, merge any trust created under the terms of this Trust Agreement with any other trust established by the Grantor or by any other person, so long as the beneficial interests under such merged trusts are substantially identical. In the event of any such merger, the Trustee need not maintain separate records of the amounts allocable to each merged trust.

26. Whenever, pursuant to article II, the Trustee is directed to make a distribution or an allocation to a separate trust upon the death of the Grantor, the Trustee may, in the Trustee's discretion, defer the distribution or the allocation for a period of six (6) or more months following the death if the Trustee reasonably considers such deferral necessary to preserve the alternate valuation date for federal estate tax purposes in the estate of the Grantor or for any other legal, tax, or accounting reason. No interest is to accrue on the amount deferred. However, the rights to the amount deferred are to vest upon the death of the Grantor.

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

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

The Trustee is entitled to indemnification against any claims, liabilities, and expenses, including attorneys' fees and amounts paid in settlement, resulting from the acts or omissions of the Trustee, so long as the Trustee's acts or omissions are not without reason, are not in bad faith, and are not in violation of specific provisions of this Trust Agreement. The Grantor intends to provide the Trustee with indemnification to the maximum extent allowed by law. The expenses of the Trustee incurred in the defense any action, suit, or proceeding must be paid from the trust estate as they are incurred and in advance of the final disposition of the action, suit, or proceeding upon receipt of an undertaking by or on behalf of the Trustee to repay the amount if it is ultimately determined that the Trustee is not entitled to be indemnified.

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

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

V

RULES GOVERNING CERTAIN PROPERTY

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

1. The owner of each life insurance policy made payable to any trust or share created in this Trust Agreement reserves all rights, options, and privileges conferred on the owner by the terms of the policy, including, but not limited to, the right to change the beneficiary designation, to hypothecate the policy, and to borrow funds from the insurer. Sickness, disability, or other benefits may be paid by the insurer to the owner. The Trustee is not to be responsible for acts or omissions of the Grantor relating to any insurance policy.

2. The Trustee is not required to pay premiums, assessments, or other charges on any life insurance policy of which the Trustee is owner or beneficiary that are required to keep it a binding insurance contract, nor is the Trustee responsible for determining whether such payments have been made.

3. The Trustee is not responsible for determining whether the death of the insured has occurred. However, upon receipt of proof of death of the insured and upon receipt of the insurance policy, the Trustee must use reasonable efforts to collect all sums payable under the policy terms. The Trustee may require reasonable indemnification for all costs, expenses, and damages that may be incurred in the collection of the proceeds. All sums received are to become principal of the trust estate, except for interest paid by the insurer, which is to be income. Subject to any contrary provision in the beneficiary designation of any policy, all sums payable under any policy are to be held, administered, and distributed pursuant to the applicable provisions of paragraph B. of article II.

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

The Trustee's receipt to any insurer is to be considered in full discharge, and the insurer is not to have any duty to inquire into the application by the Trustee of the policy proceeds.

B. PAYMENTS RECEIVED UNDER QUALIFIED PLANS. On the death of the Grantor, and subject to any power of appointment exercised by the Grantor, any benefits payable to the trust estate under any qualified retirement plan are to be held, administered, and distributed pursuant to the applicable provisions of paragraph B. of article II. The Trustee is to have full power to compromise, arbitrate, or otherwise adjust any claim, dispute, or controversy arising under any qualified retirement plan, and is to have authority to initiate, defend, settle, and compromise any legal proceeding necessary in the Trustee's opinion to collect the proceeds of any such plan. To the extent permitted by the qualified retirement plan, the Trustee is to have the authority to select the method of payment of the proceeds of the plan.

The Trustee's receipt to the payor of the benefits under any qualified retirement plan is to be considered in full discharge, and the payor is not to be under any duty to inquire into the application by the Trustee of payments received.

Notwithstanding any other provision of this paragraph B., and except as otherwise provided in this subparagraph, the Trustee of any irrevocable trust under this Trust Agreement may not distribute to or for the benefit of the Grantor's estate, any charity, or any other non-individual beneficiary any benefits payable to the trust estate under any qualified retirement plan that is subject to the "minimum distribution rules" of either Section 401(a)(9) or Section 408(a)(6) of the Code, or any corresponding or substitute provision in effect from time to time. The Grantor intends that all benefits payable from any such qualified retirement plan to any irrevocable trust under this Trust Agreement be distributed to or for the benefit of only individual beneficiaries, within the meaning of either Section 401(a)(9) or Section 408(a)(6) of the Code, whichever is applicable, and the regulations thereunder, or any corresponding or substitute provisions in effect from time to time. Accordingly, such benefits may not be used for the payment of debts, taxes, expenses of administration, or other claims against the Grantor's estate, except to the minimum extent that would otherwise be required under applicable federal or state tax apportionment laws in the absence of specific tax apportionment provisions in the Grantor's Will or in this Trust Agreement. This subparagraph is not to apply to any charitable bequest that is specifically directed to be satisfied with qualified retirement plan benefits by other provisions of this Trust Agreement or to any charitable bequest that is contingent upon the deaths of all individual beneficiaries of the qualified retirement plan benefits prior to the final distribution of such benefits. Notwithstanding any other provisions of this Trust Agreement, if a trust

under this Trust Agreement receives distributions from a qualified retirement plan, the Trustee is authorized and directed to distribute to the beneficiaries of the trust that portion of each distribution necessary to qualify the beneficiaries as individual designated beneficiaries entitled to required minimum distributions under the life expectancy rule in Section 401(a)(9)(B)(iii) and (iv).

As used in this Trust Agreement, the term "qualified retirement plan" includes any qualified trust, retirement annuity contract, or individual retirement account described in Subchapter D of the Code, and the regulations and cases thereunder, or any corresponding or substitute provisions in effect from time to time.

C. USE OF RESIDENTIAL PROPERTY. During his lifetime, the Grantor may continue to occupy, rent free, any property of the trust estate that, at the time of the transfer to or acquisition by the trust estate, was used or intended for use by the Grantor as his principal, secondary, or vacation residence. During the lifetime of the Grantor, the Trustee may, in the Trustee's discretion, pay the property taxes, assessments, insurance premiums, and repair and maintenance expenses attributable to such residential property out of the principal or income of the trust estate as the Trustee, in the Trustee's discretion, may determine. During the lifetime of the Grantor, the Trustee may also, with the prior written consent of the Grantor, sell any such residential property and replace it or rent or lease a comparable parcel of residential property. On the death of the Grantor, and subject to any power of appointment exercised by the Grantor, the residential real property is to be held, administered, and distributed pursuant to the applicable provisions of paragraphs B. and G. of article II.

Following the death of the Grantor, and subject to paragraph G. of article II above, the Trustee, in the Trustee's discretion, may permit any beneficiary of the trust estate to occupy, rent free, any residential real property (including any primary, secondary, or vacation residence) held in or acquired by the trust estate. The Trustee may, however, require the beneficiary to pay all or any portion of the property taxes, assessments, insurance premiums, repair and maintenance expenses, utility expenses, and other expenses attributable to the residential property as a condition for the beneficiary's rent-free use of the property. The Trustee may also require the beneficiary to agree in writing to indemnify and hold the Trustee and the trust estate harmless from any liability resulting from the occupancy of the residential property by the beneficiary and his or her guests and invitees, including, but not limited to, any liability for personal injury or property damage sustained during the use and occupancy of the property. The Trustee is not to be liable to the other beneficiaries of the trust estate for any loss of or damage to the residential real

property that results from the use and occupancy of the property by a beneficiary pursuant to this provision.

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

E. ALLOCATION, ADMINISTRATION, AND DISTRIBUTION OF "S CORPORATION" STOCK. If the trust estate consists of shares of stock of any corporation that is an "S corporation," as defined in Section 1361(a) of the Code, or any corresponding or substitute provision in effect from time to time, then the Trustee may, in the Trustee's discretion, take any action necessary or appropriate to preserve the S corporation election under Section 1362(a) of the Code, or any corresponding or substitute provision in effect from time to time. The Trustee is specifically empowered to distribute, free of trust, to any of the beneficiaries of the trust estate any of the shares of stock of the S corporation that are held in the trust estate. In addition, the Trustee may amend the terms of any trust under this Trust Agreement to qualify the trust as a "qualified subchapter S trust" within the meaning of Section 1361(d) of the Code, or as an "electing small business trust" within the meaning of Section 1361(e) of the Code, or any corresponding or substitute provisions in effect from time to time. In exercising these powers, the Trustee may divide any trust into

more than one trust, with one such trust containing the stock of the S corporation, with amended terms for administration and distribution that qualify the trust as a "qualified subchapter S trust" or as an "electing small business trust," and with the other trust or trusts containing all other trust assets, which are to be administered pursuant to the terms and conditions contained in this Trust Agreement. However, the Trustee may not exercise this power in a manner that would increase the Trustee's individual benefits under this Trust Agreement or in any manner that would result in an outright distribution to any beneficiary whom the Trustee is legally obligated to support, educate, and maintain. The Trustee is not to be liable for any good faith exercise of the powers conferred by this paragraph.

VI

GENERATION-SKIPPING TRANSFER TAX PROVISIONS

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

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

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

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

adjective "Nonexempt" indicates property or a trust that has a generation-skipping "inclusion ratio" of one (that is, an "applicable fraction" of zero). The terms "inclusion ratio" and "applicable fraction" have the meanings prescribed in Code Section 2642.

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

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

2. The Grantor's Executor may, in the Executor's discretion, elect under Code Section 2652(a)(3) to have the Grantor rather than the Surviving Spouse treated as the generation-skipping transferor of all or any portion of the property of the Marital Trust.

3. No trust that is otherwise to be established under this Trust Agreement is to include both Exempt property and Nonexempt property. To accomplish this result, the Trustee must divide each trust that is otherwise to be established under this Trust Agreement and that would otherwise include both Exempt property and Nonexempt property into two (2) separate trusts, an Exempt Trust and a Nonexempt Trust. The Nonexempt Trust is to be established by allocating to it the minimum fractional share of the trust property that is necessary to establish it with an "inclusion ratio" of one, while leaving the Exempt Trust with an "inclusion ratio" of zero.

4. In addition, if a valid election is or has been made to qualify all or a portion of the Marital Trust for the marital deduction under Code Section 2056(b)(7), the Trustee must establish separate trusts from what would otherwise be the qualified portion of the Marital Trust under Code Section 2056(b)(7) to reflect any generation-skipping transferor election under Code Section 2652(a)(3) and any allocation of the Grantor's generation-skipping exemption under Code Section 2631(a). If the property or portion of the Marital Trust covered by the transferor election exceeds the amount of the Grantor's generation-skipping exemption allocated thereto, then this separation is to be accomplished in a manner that will result in (a) a separate Exempt Portion of the Qualified Marital Trust of which the Grantor is the generation-skipping transferor, (b) a separate Nonexempt Portion of the Qualified Marital Trust of which the Grantor is the generation-skipping transferor, and, if appropriate, (c) a separate portion of the Qualified Marital Trust of which the Surviving Spouse is the generation-skipping transferor. Any estate tax or other transfer tax that would otherwise later be recoverable from the Exempt Portion of the Qualified Marital Trust by reason of the death of or an assignment by the Surviving Spouse is instead to be charged entirely (or to the maximum extent possible) to the Nonexempt Portion of the Qualified Marital Trust of which the Grantor is the generation-skipping transferor, and then, if necessary, to the portion of the Qualified Marital Trust of which the Surviving Spouse is the generation-skipping transferor.

5. 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.

6. 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 are to 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.

7. The Trustee of any trust is to have authority, in the Trustee's sole discretion, to 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 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 is to have sole discretionary authority to subdivide separate or separable shares of a single trust into separate trusts. These powers to combine and divide trusts may be exercised from time to time, and may be used to modify or reverse their prior exercise. In deciding whether and how to exercise this authority, the Trustee may consider efficiencies of administration, generation-skipping and other transfer tax considerations, income tax factors affecting the various trusts and their beneficiaries, present and future financial and other objectives of the trusts and their beneficiaries, the need or desirability of having the same or different Trustees for the various trusts or shares, and any other considerations the Trustee may deem appropriate to these decisions.

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

F. DISTRIBUTIONS TO ISSUE OF DECEASED CHILDREN OF GRANTOR. If (1) any of the children of the Grantor should predecease the Surviving Spouse leaving issue who survive the Surviving Spouse, (2) distributions or allocations would otherwise be made after the death of the Surviving Spouse to or for the benefit of the living issue of such deceased children from the Marital Trust or the Decedent's Trust pursuant to article II

above that would result in the imposition of the generation-skipping tax, and (3) the generation-skipping tax would not be imposed if the Surviving Spouse were the generation-skipping transferor with respect to all such distributions or allocations, then the distributions or allocations are instead to be made pursuant to this paragraph F. As used in this paragraph F., the term "predeceased children" refers, collectively, to all of the children of the Grantor who predecease the Surviving Spouse leaving issue who survive the Surviving Spouse. The Trustee is to first determine the aggregate amount of the assets of the Marital Trust and the Decedent's Trust (determined before the imposition of generation-skipping taxes) that would otherwise be distributed or allocated to or for the benefit of the living issue of the predeceased children following the death of the Surviving Spouse, and the amount so determined is instead to be distributed or allocated from the following sources:

1. That portion, if any, of the Marital Trust of which the Surviving Spouse is the generation-skipping transferor.
2. The Exempt Portion of the Marital Trust of which the Grantor is the generation-skipping transferor.
3. The Exempt Portion of the Decedent's Trust.

The Trustee, in the Trustee's discretion, is to determine the amounts to be distributed or allocated from each of these sources after taking into consideration all relevant factors, including, but not necessarily limited to, the income and transfer tax implications of the distributions or allocations, the present and future financial and other objectives of the trusts and their beneficiaries, the intentions of the Grantor (if known), and any other considerations the Trustee may deem appropriate. The Trustees of the various trusts are specifically authorized to sell assets from one trust to another, to exchange assets between or among trusts, and to loan money from one trust to another to facilitate the distributions or allocations pursuant to this paragraph. However, all such sales and exchanges must be at fair market value, as determined by independent appraisals, and all such loans must be with interest at current rates and with adequate security.

If the total value of the assets available in the sources described above is less than the aggregate amount to be distributed or allocated to or for the benefit of the issue of the predeceased children, then the deficit is to be satisfied from the remaining assets of the Marital Trust and the Decedent's Trust. The amounts to be distributed or allocated to or for the benefit of the other beneficiaries of the trusts are to be satisfied from the remaining assets of the Marital Trust and the Decedent's Trust. The aggregate amount (determined

before the imposition of generation-skipping taxes) to be distributed or allocated to or for the benefit of each beneficiary under this Trust Agreement is not to be increased or decreased by the application of this paragraph, and the method of distribution or allocation (whether outright or in trust) is not to be affected. Only the source of the distributions or allocations is to be affected.

The purpose of this paragraph F. is to authorize and direct the Trustee to make distributions and allocations to or for the benefit of the issue of the predeceased children in such a manner as to qualify the distributions or allocations, to the extent possible, for the special rule under Code Section 2651(e) that avoids the characterization of certain distributions and allocations as "generation-skipping transfers" if a descendant of a parent of the generation-skipping transferor (or a descendant of a parent of the transferor's spouse or former spouse) predeceases the generation-skipping transferor leaving issue then living.

MEUPIN, CGX & LUNOW, ATTORNEYS AT LAW, NEW HAVEN, CT

G. GRANT OF GENERAL POWER OF APPOINTMENT. If all or any portion of the assets held in a Nonexempt Trust under this Trust Agreement would otherwise be subject to the generation-skipping tax on the death of any beneficiary, and if the possession of a general power of appointment by that beneficiary would prevent the imposition of the generation-skipping tax on the assets subject to the power, then that beneficiary is to have a general power of appointment exercisable on his or her death. The general power of appointment is to be exercisable with respect to the lesser of (a) that portion of the assets of the Nonexempt Trust under this Trust Agreement that would otherwise be subject to the generation-skipping tax on the death of the beneficiary, or (b) the amount, if any, needed to increase the beneficiary's taxable estate for federal estate tax purposes to the smallest amount subject to federal estate taxation at the "maximum federal estate tax rate" (as defined in Code Section 2641), after taking into consideration the beneficiary's adjusted taxable gifts (as defined in Code Section 2001(b)). If this or a similar limitation is imposed on the amount subject to a general power of appointment under one or more other Nonexempt Trusts, regardless of the source of the trust or the identity of the grantor, then the limitation described in clause (b) above is to be reduced to that fraction of the amount described therein, the numerator of which is the amount described in clause (a) above, and the denominator of which is the total value of the assets of all of the Nonexempt Trusts (including the Nonexempt Trust under this Trust Agreement) that would otherwise be subject to the generation-skipping tax on the death of the beneficiary and that grant such general powers of appointment to the beneficiary with similar limitations. The general power of appointment is to be exercisable in favor of any one or more persons and entities, including the estate of the beneficiary, and on such terms and conditions, either outright or in trust, as the beneficiary may appoint by a Will or

a written and acknowledged instrument specifically referring to and exercising this general power of appointment. Any of the assets of the Nonexempt Trust that are not effectively appointed by the beneficiary in this manner are to be distributed, or retained in trust, pursuant to the dispositive provisions of this Trust Agreement that would apply if the general power of appointment were not granted to the beneficiary.

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

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

VII

TAX APPORTIONMENT

A. APPORTIONMENT ON DEATH OF GRANTOR. Except as otherwise specifically provided in this Trust Agreement or in the Grantor's Will, upon the death of the Grantor, all federal, state, and foreign estate, inheritance, death, or other transfer taxes (hereafter referred to collectively as "death taxes") resulting from the death of the Grantor that are attributable to any property that passes or has passed under this Trust Agreement or otherwise are to be apportioned as follows:

1. The death taxes attributable to any property that passes or has passed under this Trust Agreement or otherwise and that qualifies for the federal estate tax marital deduction are to be paid from and charged against the principal of the Decedent's Trust.

2. If the Executor of the Grantor's estate elects to qualify only a portion of the Marital Trust for the federal estate tax marital deduction, then the death taxes attributable to the Non-Qualified Marital Trust are to be paid from and charged against the "Nonexempt Portion" (as defined in article VI above) of the Non-Qualified Marital Trust, and if the death taxes exceed the Nonexempt Portion of the Non-Qualified Marital Trust, then the excess amount is to be paid from and charged against the "Exempt Portion" (as defined in article VI above) of the Non-Qualified Marital Trust.

3. The death taxes resulting from the death of the Grantor that are attributable to any other property that passes or has passed under this Trust Agreement are, in the case of an inheritance tax, to be paid by the person upon whom or from the property upon which the inheritance tax is specifically imposed, and, in the case of an estate, death, or other transfer tax (including generation-skipping transfer taxes), are to be apportioned in accordance with applicable state law.

B. APPORTIONMENT ON DEATH OF SURVIVING SPOUSE. Except as otherwise specifically provided in this Trust Agreement or in the Will of the Surviving Spouse, upon the death of the Surviving Spouse, all death taxes resulting from the death of the Surviving Spouse that are attributable to any property that passes or has passed under this Trust Agreement are to be apportioned as follows:

1. The death taxes attributable to the Marital Trust are to be paid from and charged against the Nonexempt Portion of the Marital Trust, and if the death taxes exceed the Nonexempt Portion of the Marital Trust, then the excess amount is to be paid from and charged against the Exempt Portion of the Marital Trust.

2. The death taxes resulting from the death of the Surviving Spouse that are attributable to any other property that passes or has passed under this Trust Agreement are, in the case of an inheritance tax, to be paid by the person upon whom or from the property upon which the inheritance tax is specifically imposed, and, in the case of an estate, death, or other transfer tax (including generation-skipping transfer taxes), are to be apportioned in accordance with applicable state law.

C. APPORTIONMENT ON DEATHS OF OTHER BENEFICIARIES. Except as otherwise specifically provided in this Trust Agreement or in the Will of any beneficiary (other than the Grantor) whose death taxes are affected by the assets of the trust estate, all death taxes resulting from the death of any beneficiary of the trust estate (other than the Grantor) that are attributable to any property that passes or has passed under this Trust Agreement are, in the case of an inheritance tax, to be paid by the person upon whom or from the property upon which the inheritance tax is specifically imposed, and, in the case of an estate, death, or other transfer tax (including generation-skipping transfer taxes), are to be apportioned in accordance with applicable state law.

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

1. The credit granted by Code Section 2001(b)(2) for gift taxes that were paid by an individual recipient of a taxable gift is to inure to the benefit of that recipient.
2. The credit granted by Code Section 2001(b)(2) for gift taxes that were not paid by an individual recipient, the applicable credit amount granted by Code Section 2010, the credit for gift taxes granted by Code Section 2012, the credit for property previously taxed granted by Code Section 2013 (but only to the extent attributable to property that cannot be identified specifically as includible in the estate), and any other credit the benefit of which is not allocated by subparagraph D.3. below because it is not possible to identify the property passing to a recipient that produces the credit are to inure to the benefit of all recipients of property includible in the estate for death tax purposes.
3. The benefit of any other credit is to inure to the recipient of the property that produces the credit. For example, (a) the recipient of property that generates a state death tax is to receive the benefit of the credit granted by Code Section 2011 with respect to payment of that tax, (b) the recipient of property subject to foreign death tax is to receive the benefit of the credit granted by Code Section 2014 with respect to the taxation of that property, and (c) the recipient of specifically identifiable property that is includible in the estate and that previously was taxed is to receive the benefit of any credit granted by Code Section 2013 with respect to that property.
4. Any reduction in tax attributable to an election under Code Section 2032A or any similar provision enacted in the future is to inure to the benefit of the qualified heir who receives the property that is the subject of the election. Any recapture tax, including interest and penalties thereon, resulting from the disposition or cessation of

qualified use of the property or any other event that causes a recapture tax is to be charged against and collected from the qualified heir who owns the property at the time of the event that results in the recapture tax.

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

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

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

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

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

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

F. INAPPLICABILITY OF CODE SECTIONS 2207A and 2207B. Code Section 2207A is not to govern the apportionment of federal estate taxes attributable to the Marital Trust. Code Section 2207B is to apply only to the extent that it is consistent with the express provisions of this article.

VIII

DEFINITIONS AND OPERATIVE RULES

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

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

C. POWERS OF APPOINTMENT. Except as otherwise specifically provided in the Trust Agreement, the holder of any power of appointment (general or special) that is granted pursuant to the terms of the Trust Agreement may appoint outright or in trust, in present or future interests, or in any combination of these, and may impose any terms, conditions, and restrictions with respect to the appointed property. Each power of appointment (both general and special) also includes the power of the holder to grant new powers of appointment (general or special) to or in favor of any of the objects of the power. Except as otherwise specifically provided in the instrument exercising the power of appointment, any distributions from the trust pursuant to the exercise of the power are to be charged against the trust as a whole, rather than against the ultimate distributive share of the beneficiary to whom or for whose benefit the distribution is made. In the case of special powers of appointment, if the holder of the power is legally obligated to support, educate, and maintain any of the objects of the power, then the holder of the power may not exercise the power in such a manner as to discharge that legal obligation, from time

to time existing. If two (2) or more instruments purport to exercise the same power of appointment in an inconsistent or conflicting manner, then the last validly executed instrument is to control.

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

D. DETERMINATION OF INCAPACITY. For the purposes of this Trust Agreement, a person is to be considered to be incapacitated or incompetent if either (1) the person at any time, as certified in writing by two (2) licensed physicians, becomes physically or mentally incapacitated such that the person is unable to manage the person's financial affairs, whether or not a court of competent jurisdiction has declared the person to be incompetent, mentally ill, or in need of a conservator or guardian of the estate, or (2) a court of competent jurisdiction has declared the person to be incompetent, mentally ill, or in need of a conservator or guardian of the estate. However, in the event of a certification under clause (1) above, the person is to have the right to petition a court for a determination that no incapacity exists. The person is to be considered to have regained capacity or competence as soon as either (1) the condition causing the physical or mental incapacity no longer exists, as certified in writing by two (2) licensed physicians, who need not be the same two physicians who previously certified that the person had become physically or mentally incapacitated, or (2) a court of competent jurisdiction has declared that the person is no longer incompetent, mentally ill, or in need of a conservator or guardian of the estate. By accepting his or her appointment as the Trustee or as a Co-Trustee under this Trust Agreement, the person (specifically including, but not limited to, the Grantor) agrees that the person's physicians may release to the Grantor, any beneficiary of the trust estate (or to the beneficiary's attorney, guardian or conservator of the beneficiary's estate, or the beneficiary's attorney-in-fact under a valid and enforceable power of attorney), or to any person or entity named as a successor Trustee any medical information reasonably necessary to determine the person's competency pursuant to this paragraph D., and the physicians are authorized to issue the written certifications described above if they conclude that the Trustee or Co-Trustee has become incapacitated. The person's appointment as the Trustee or as a Co-Trustee may be made contingent upon his or her execution of any written releases reasonably required to ensure the enforceability of the authorization described in the preceding sentence under applicable federal or state law, and the authorization is to remain in effect for as long as the person serves as Trustee or as a Co-Trustee.

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

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

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

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

I. DEFINITION OF SURVIVING SPOUSE. As used in this Trust Agreement, the term "surviving spouse" means the person who was the legally married spouse of the other designated individual at the time of the death of the other individual, if (1) the spouse was then living and (2) the spouse and the other individual had not been living separate

and apart from each other as a result of marital disharmony for more than 30 days immediately preceding the death of the other individual. An individual who qualifies as a "surviving spouse" under this definition is to retain that status even if he or she subsequently remarries.

J. NAMES OF TRUSTS. The trust created during the lifetime of the Grantor pursuant to the terms of this Trust Agreement is to be referred to as the Samuel S. Jaksick, Jr. Family Trust. Each separate trust created under the terms of this Trust Agreement following the death of the Grantor, if the Grantor is survived by the Surviving Spouse, is to be referred to by the designation specified in paragraph B. of article II, e.g., "The Marital Trust under the Samuel S. Jaksick, Jr. Family Trust Agreement (As Restated)." Each other separate trust created under the terms of this Trust Agreement following the death of either the Grantor or the Surviving Spouse may be referred to by the name of the primary beneficiary of the trust, if there is a primary beneficiary, or by the name of any ancestor of the beneficiaries of the trust, as determined by the Trustee, in the Trustee's discretion, if there is no primary beneficiary of the trust.

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

L. PERPETUITIES SAVINGS CLAUSE. Unless sooner terminated in accordance with other provisions of this Trust Agreement, all trusts or shares created under this Trust Agreement (or by the exercise of a power of appointment granted by this Trust Agreement, other than an appointed trust in which some or all of the appointed interests are allowed a new perpetuities period because of a new power of appointment or power of withdrawal conferred by the exercise of the original power) must terminate at the expiration of the longest period allowed for the vesting or termination of all interests in the trusts or shares under the "Rule Against Perpetuities" (if any) in effect from time to time in the state specified in paragraph M. below. If the longest period allowed for the vesting or termination of all interests is measured with reference to the last survivor of a group of individuals who are living on the date the trust or share is created or the date on which it becomes irrevocable, then the group is to consist of all of the issue of the Grantor who are living on the measuring date. Upon termination, the principal and undistributed income of a terminated trust or share are to be distributed to the then trust beneficiaries, both income beneficiaries and then living remaindermen. The identities of the remaindermen are to be determined as if the event that would otherwise cause the final distribution of the trust, such as the attainment by the income beneficiary of a specified age or the death of the last

living income beneficiary, had then occurred. Except as otherwise specifically provided in this Trust Agreement, distribution among the income beneficiaries and remaindermen is to be in accordance with sound actuarial principles.

M. CHOICE OF LAW. The validity of this Trust Agreement and the construction of its beneficial provisions are to be governed by the laws of the State of Nevada as in effect from time to time. This paragraph is to apply regardless of any change of residence of the Trustee or of any beneficiary, the appointment or substitution of a Trustee residing or doing business in another state, or any change in the situs of a trust pursuant to paragraph N. below.

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

O. INCONTESTABILITY. If any beneficiary under this Trust Agreement, singularly or in conjunction with any other person, contests in any court the validity of this Trust Agreement or of the Will of the Grantor, or seeks to obtain an adjudication in any proceeding in any court that this Trust Agreement or any of its provisions or that such Will or any of its provisions are void, or seeks otherwise to void, nullify, or set aside this Trust Agreement or any of its provisions, then the right of the beneficiary to take any interest given to the beneficiary under this Trust Agreement is to be determined as it would have been determined had the beneficiary died prior to the date of execution of this Trust Agreement.

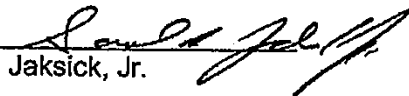
The Trustee is hereby authorized to defend, at the expense of the trust estate, any contest of or other attack of any nature on the trust estate or any of the provisions of this Trust Agreement.

P. SEVERABILITY. Every provision of this Trust Agreement is intended to be severable. Accordingly, if any provision hereof is declared to be illegal or invalid for any reason whatsoever, then such illegality or invalidity is not to affect the other provisions, all of which are to remain binding and enforceable.

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

R. SIMULTANEOUS DEATH PRESUMPTION. If Samuel S. Jaksick, Jr. and Janene Barger should die simultaneously, or under such circumstances as to render it difficult or impossible to determine who predeceased the other, then Janene Barger is to be conclusively presumed to have survived Samuel S. Jaksick, Jr. for purposes of this Trust Agreement.

EXECUTED at Reno, Nevada, on 6/27, 2006.


Samuel S. Jaksick, Jr.

4005 Quail Rock Lane
Reno, Nevada 89511

GRANTOR AND TRUSTEE

Approved:

Maupin, Cox & LeGoy

By 

L. Robert LeGoy, Jr., Esq.

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

ATTORNEYS FOR THE GRANTOR

STATE OF NEVADA)
COUNTY OF WASHOE)

The Samuel S. Jaksick, Jr. Family Trust Agreement (As Restated) was
acknowledged before me on June 29, 2006, by Samuel S. Jaksick, Jr.


Notary Public

HARPER, FOX & LEE, P.C. ATTORNEYS AT LAW WASHINGTON, NEVADA

SCHEDULE A

PROPERTY INITIALLY CONVEYED TO SAMUEL S. JAKSICK, JR., TRUSTEE OF THE SAMUEL S. JAKSICK, JR. FAMILY TRUST

I. Real Property

A. All that real property located at:

1011 Lakeshore Blvd.
Incline Village, NV 89451
APN: 130-230-34

II. Personal Property

A. All of the bank accounts, savings accounts, investment accounts, brokerage accounts, time certificates, and all other cash, securities and/or investments of Settlor.

B. All right, title and ownership interest of the Settlor in any corporation, general or limited partnership, limited liability company, or any other entity, whether closely held or publicly traded, including, but not limited to, the following:

1. Juniper Trails Development Co.;
2. Pioneer Group, Inc.;
3. Pioneer Associates Limited Liability Company;
4. Montreux Unit 3 Association;
5. Saddlehorn Development Co.;
6. Lakecrest Realty, Inc.;
7. Lake-Ridge;
8. White Pine Lumber Co.;
9. Toiyabe Investment Co.;
10. Basecamp LLC, a Nevada limited-liability company;
11. Montreux South 51 L.L.C.;
12. Montreux Development Group, Inc.;
13. Montreux Golf & Country Club, Inc.;
14. Duck Lake Ranch, L.L.C.;
15. SJ Ranch, LLC;
16. Bright-Holland Co.;
17. Lakeridge Golf Course Ltd.;
18. Montreux Golf Club Ltd.;
19. Great Western Helicopters, Inc.;
20. Jaksick Family Partnership, Limited Partnership;
21. Montreux West 40 L.L.C.;
22. SJ Ranch Property Owners Association;
23. Southeast SJ Ranch Property Owners Association;
24. Montreux-South 80, a Nevada joint venture;
25. Jackrabbit Properties, LLC;
26. BBB Investments, LLC, a Nevada limited-liability company;
27. Home Camp Land and Livestock Co., Inc.;
28. Pronghorn, LLC;
29. Buckhorn Land and Livestock, LLC;
30. Washoe Winds, LLC, a Nevada limited-liability company;
31. Locnavar, LLC;
32. SST Westridge, LLC;
33. California Bighorn, LLC;

EXHIBIT 2

EXHIBIT 2

EXHIBIT 2

ORIGINAL

**SECOND AMENDMENT TO THE
SAMUEL S. JAKSICK, JR. FAMILY TRUST AGREEMENT
RESTATED PURSUANT TO THE THIRD AMENDMENT DATED JUNE 29, 2006**

On December 10, 2012, Samuel S. Jaksick, Jr. declares that this is his Second Amendment to the Samuel S. Jaksick, Jr. Family Trust Agreement (Restated) dated June 29, 2006. The Trust is amended as follows:

RECITALS

- A. WHEREAS, on or about December 4, 2003, Samuel S. Jaksick, Jr., as Settlor and Trustee entered into the Samuel S. Jaksick, Jr. Family Trust Agreement ("Family Trust Agreement").
- B. WHEREAS, on or about February 27, 2004, Samuel S. Jaksick, Jr., executed the First Amendment to the Family Trust Agreement.
- C. WHEREAS, on or about May 25, 2004, Samuel S. Jaksick, Jr., entered into the Second Amendment to the Family Trust Agreement.
- D. WHEREAS, on or about November 30, 2005, Samuel S. Jaksick, Jr., entered into the Third Amendment and completely restated the Family Trust Agreement.
- E. WHEREAS, on or about June 29, 2006, Samuel S. Jaksick, Jr., entered into the Samuel S. Jaksick, Jr. Restated Family Trust amending and restating his trust in its entirety ("Restated Family Trust").
- F. WHEREAS, on or about May 14, 2011, Samuel S. Jaksick, Jr., entered into the Fourth Amendment to the Restated Family Trust dated June 29, 2006. This Fourth Amendment should have been designated as the First Amendment ("First Amendment"). First Amendment is terminated in its entirety.
- F. WHEREAS, Samuel S. Jaksick, Jr., now desires terminate and replace in its entirety the First Amendment and enter into this Second Amendment to the Restated Family Trust Agreement.

NOW THEREFORE, Samuel S. Jaksick, Jr., amends the Restated Family Trust Agreement as follows:

1. **Authority to Amend Trust.** Article III B provides that the Settlor reserves the right at anytime during his lifetime to amend the Restated Family Trust Agreement in whole or in part without the consent of the Trustee or any beneficiary provided the Settlor delivers a written instrument to that effect to the Trustee and the amendment does not substantially increase the Trustee's duties or liabilities or the Trustee's compensation. This Second Amendment does not substantially increase the Trustee duties or liabilities or affect the Trustee's compensation. Pursuant to Article III B, Samuel S. Jaksick, Jr., replaces and eliminates the First Amendment dated May 14, 2011, in its entirety with this Second Amendment to the Restated Family Trust Agreement.

2. **Trustees.** Article IV A, provides Samuel S. Jaksick, Jr. is both the Settlor and Trustee of all the trusts created by or to be created pursuant to the Restated Family Trust Agreement. Article IV A also provides that Stanley S. Jaksick, Jr., Todd B. Jaksick and Ray Benetti shall serve as co-trustees in the event the Settlor is unwilling or unable for whatever reason to serve as Trustee. Article IV A is amended to replace Ray Benetti with Kevin Riley to serve with Stanley S. Jaksick and Todd B. Jaksick as co-trustees.

In the event Kevin Riley, Stanley S. Jaksick, Jr., or Todd Jaksick becomes unwilling or unable, for whatever reason, to serve as a co-trustee, then the remaining two of them or anyone of them shall thereafter serve as co-trustees. **Article IV A** is also amended to provide if for any reason Stanley S. Jaksick, Todd Bruce Jaksick, or Kevin Riley fails to qualify or ceases to act as a co-trustee, then Todd Bruce Jaksick may appoint one (1) other person or entity to serve as co-trustee with the remaining two co-trustees as provided herein. If Todd Bruce Jaksick should, for any reason, be unable or unwilling to appoint a co-trustee or co-trustees to serve pursuant to the preceding sentence, then Stanley S. Jaksick may appoint one (1) or more other persons or entities to serve as co-trustee or as co-trustees with the remaining co-trustees pursuant to the preceding sentence. Todd Bruce Jaksick also has, in his sole discretion, the right and power to remove any co-trustee, successor trustee or a successor co-trustee named or otherwise appointed pursuant to **Article IV A** and Todd Bruce Jaksick may appoint one (1) or more other persons or entities to serve as replacement co-trustee, successor trustee, or successor co-trustee as the case may be. If Todd Bruce Jaksick should, for any reason, be unable or unwilling to remove any co-trustee, successor trustee or successor co-trustee pursuant to **Article IV A**, then Stanley S. Jaksick may, in his sole discretion, remove any co-trustee, successor trustee or successor co-trustee named or otherwise appointed pursuant to **Article IV A** and Stanley S. Jaksick may appoint one (1) or more other persons or entities to serve as the co-trustee, successor trustee, or successor co-trustee as the case may be. The power granted to Todd Bruce Jaksick and Stanley S. Jaksick to remove any replacement co-trustee, successor trustee, or successor co-trustee as set forth in **Article IV A** may not be used to remove either Samuel S. Jaksick, Jr., Todd Bruce Jaksick or Stanley S. Jaksick as the case may be, as trustee, co-trustee, successor trustee or successor co-trustee as the case may be. Anyone of these three (3) co-trustees designated herein may act on behalf of the Trust including, without limitation, executing checks and other documents on behalf of the Restated Family Trust.

The Settlor hereby amends **Article IV A** to eliminate Nevada State Bank as a successor trustee or co-trustee. Settlor further amends the Restated Family Trust Agreement to provide that if any of the named trustees, co-trustees or successor trustees namely Todd Bruce Jaksick, Stanley S. Jaksick, and Kevin Riley and for any reason is unable or unwilling to serve in such capacity, then as long as there are at least two (2) co-trustees and one is either Todd Bruce Jaksick or Stanley S. Jaksick, then a third co-trustee is not required to be appointed herein. It is the Settlor's desire that there be three (3) co-trustees as provided herein, however, if this is not possible, then the Settlor amends the trust to allow only two (2) co-trustees provided one of the co-trustees is Todd Bruce Jaksick or Stanley S. Jaksick. To that end, the right to remove trustee held by Todd Bruce Jaksick and Stanley S. Jaksick as provided herein shall remain in full force and effect provided Todd Bruce Jaksick and Stanley S. Jaksick are the co-trustees, successor trustees and successor co-trustees. Either one (as the case may be), must appoint an additional co-trustee, successor trustee or successor co-trustee so there are at least two (2) co-trustees serving with either Todd Bruce Jaksick or Stanley S. Jaksick if the other is for any reason unable or unwilling to serve in such capacity. Except as otherwise amended, the terms of **Article IV A** shall remain in full force and effect, including Todd Bruce Jaksick and Stanley S. Jaksick's right to remove the trustee. All other provisions of Section IV will remain the same.

3. **Distributions to Children and Grandchildren.** The Restated Family Trust in **Article II B** (Grantor Survived by His Spouse) and **Article II E** (Grantor Is Not Survived by His Spouse), provides that upon the Settlor's death, certain subtrusts will be established and the Settlor's trust estate will be divided equally amongst the Settlor's children namely, Stanley Jaksick, Todd Jaksick and Wendy Ann Jaksick Smrt. Settlor desires to amend the Restated Family Trust Agreement to make a specific gift to Stanley Jaksick of Toiyabe Investment Co. stock, and in addition, a specific gift to each Todd B. Jaksick and Stanley S. Jaksick of Pioneer Group, Inc. stock so each will qualify for an unlimited gaming license. Settlor also amends the subtrusts for Settlor's children, Todd, Stan and Wendy Ann Jaksick Smrt and

Settlor's grandchildren as provided below.

3.1 Specific Gifts. On the death of the Settlor prior to the Trustee dividing up the Settlor's trust estate as provided in the Restated Family Trust, the Trust estate shall be distributed as soon as possible as a specific gift as follows: (1) provided the Settlor has not previously gifted more than forty percent (40%) of his membership interest in Toiyabe Investment Co., to Stanley Jaksick, the Settlor makes a specific gift of a ten percent (10%) interest in Toiyabe Investment Co.; and (2) provided Settlor has not previously gifted at least six percent (6%) of the total stock interest in Pioneer Group, Inc. dba Bronco Billy's (the "Company"), to each of his sons, Settlor makes a specific gift of such stock to each of his sons Stanley S. Jaksick and Todd B. Jaksick in an amount (at least equal to six percent (6%) of stock in the entire Company) in order for each to qualify for an unlimited gaming license. The balance of the stock will remain in the Trust to be divided equally amongst the Settlor's children in trust. The intent of the Settlor is to make a gift of six percent (6%) of such stock in the entire Company for his sons to immediately qualify for an unlimited gaming license in the Company. Finally, Settlor amends the Trust to eliminate those provisions with respect to the Lake Tahoe home because of its existing option and pending sale. Should the Lake Tahoe home be sold prior to Settlor's death, the Trust provisions with respect to the Lake Tahoe home shall no longer apply.

3.2 Wendy Ann Jaksick Smrt Life Estate. The Trustee shall distribute from Wendy Ann Jaksick Smrt's one-third (1/3) share of the trust estate (a) twenty percent (20%) to the Settlor's Irrevocable Grandchild Trust No. 2 for the benefit of Luke Jaksick and (b) One Hundred Thousand Dollars (\$100,000.00) to the Settlor's Irrevocable Grandchild Trust No. 3 for the benefit of Alexi Smrt. Thereafter, the balance of said trust estate (Marital Trust and/or the Decedent's Trust) for the benefit of Wendy Ann Jaksick Smrt shall not be distributed outright, but shall be retained in trust for her lifetime, including any additions made by way of a will, life insurance policy, pension plan, or other source by reason of the Settlor's death as provided in the Restated Family Trust to be held and administered in trust. The income and principal thereof may be distributed to Wendy Ann Jaksick Smrt after taking into consideration, in the Trustee's discretion, any other income or resources of Wendy Ann Jaksick Smrt known to the Trustee and reasonably available for these purposes and also taking into account other relative factors, including but not limited to tax considerations of the trust and the beneficiaries, as well as the size of the trust estate in relation to the probable future needs of the beneficiary during the continuation of the Trust. Any net income not distributed shall be accumulated and added to principal for her proper support, health, care and maintenance. During Wendy Ann Jaksick Smrt's lifetime, the Trustee, in addition to such distributions to Wendy Ann Jaksick Smrt, may distribute as much of the net income and principal of Wendy Ann Jaksick Smrt's trust estate share to Luke Jaksick and/or Alexi Smrt as the Trustee, in the Trustee's discretion deems necessary for the proper support, health, maintenance, and education of such child. In the event Luke Jaksick does not survive the Settlor, Luke Jaksick's twenty 20% share shall remain in trust for the benefit of Wendy Ann Jaksick Smrt during her lifetime and distributed as provided herein.

3.2.1 The Restated Family Trust Agreement provides, in part, in the event the Settlor is survived by his spouse, the balance of the Trust (or trusts as applicable) as provided in the Trust shall be divided into three (3) equal shares for the benefit of the Settlor's children. In addition, in the event the Settlor is not survived by his spouse, on the death of Settlor, the remaining balance of the trust estate shall be divided into three (3) equal shares for the benefit of the Settlor's children. The Settlor wishes to amend his Trust with respect to the equal share for Wendy Ann Jaksick Smrt if she is then living and if she is not living, to the living children of Wendy Ann Jaksick Smrt by right of representation pursuant to **Articles II B4 and II C3(b)(iii) and II E5(d)**. In addition, **Articles II E5(d) and IV D4(d)** provide Wendy Ann Jaksick Smrt will receive an reduction with respect to her one-third share as more particularly provided in **Article II Section D4(d) and E5(d)**. Settlor wishes to delete the adjustment or reduction in Wendy Ann Jaksick Smrt's share in the sum of One Million Five Hundred Dollar (\$1,500,000.00) as previously provided in the Trust. It is also the Settlor's

intent that the Trust for the benefit for his children shall remain the same, but is amended for purposes of providing Wendy Ann Jaksick Smrt's share will remain in trust for her lifetime if she survives the Settlor and the Trustee has the authority to also distribute from her share of the Trust during her lifetime, income and/or principal to Luke Jaksick and Alexi Smrt for their proper health, education, support and maintenance in accordance with **Article II F**. In addition, upon the death of Wendy Ann Jaksick Smrt, the balance of her trust estate shall be distributed for the benefit of her children Luke Jaksick and Alexi Smrt as more particularly provided in this **Section 3.2.2**.

3.2.2 Distribution to Living Children of Wendy Ann Jaksick Smrt. If Wendy Ann Jaksick Smrt either fails to survive the Settlor or if she survives Settlor, then upon Wendy Ann Jaksick Smrt's death, the Trustee shall allocate Wendy Ann Jaksick Smrt's share of the Trust Estate for the then living children of the Wendy Ann Jaksick Smrt and shall retain in trust or distribute the undistributed balance of her share, including undistributed or accrued income as follows: (a) seventy percent (70%) to Luke Jaksick, and (b) thirty percent (30%) to Alexi Smrt.

3.2.2.1 Current Income and Principal Distributions. The trustee shall pay to or apply for the benefit of Wendy Ann Jaksick Smrt's living children during their lifetime as much of the net income and principal of the trust as the trustee in the trustee's discretion shall deem necessary for the proper support, health, maintenance and education of the child, after taking into consideration, in the trustee's discretion, any other income or resources of such child, known to the trustee and reasonably available for these purposes and also taking into account other relative factors, including but not limited to tax considerations of the trust and the beneficiaries, as well as the size of the trust estate in relation to the probable future needs of the beneficiary during continuation of the Trust. Any net income not distributed shall be accumulated and added to principal. In exercising discretion granted by this **Section**, the trustee may pay more to or apply more of the Trust Estate for certain beneficiaries than others and may make payments to or the application of benefits for one or more beneficiaries to the exclusion of others. Any payment or application of benefits pursuant to this Section may be charged against the Trust as a whole, rather than against the ultimate distributive share of the beneficiary to whom or for whose benefit the payments are made.

3.2.2.2 Principal Distributions Based on Age. The trustee shall distribute a portion of the Wendy Ann Jaksick Smrt trust estate then remaining to Wendy Ann Jaksick Smrt's living children as follows: (a) when Luke Jaksick attains the age of thirty-five (35), the Trustee shall distribute to such beneficiary only one-half (1/2) of Luke Jaksick's seventy percent (70%) share of trust estate and upon the age of forty (40), the remaining balance of the Luke Jaksick trust estate of the Wendy Ann Jaksick Smrt Trust, including accrued interest thereon; and (b) when Alexi Smrt attains the age of thirty-five (35), the Trustee shall distribute to such beneficiary one-half (1/2) of the trust estate and at the age of forty (40), the balance of her twenty percent (20%) share of the trust estate, including accrued income thereon from the Wendy Ann Jaksick Smrt share of the Estate Trust.

3.2.2.3 All Children Over the Age of Forty. If at the time of Wendy Ann Jaksick Smrt's death, all of the living children of Wendy Ann Jaksick Smrt are over the age of forty (40), Wendy Ann Jaksick Smrt share of the Trust Estate shall thereupon be distributed, free of trust, to Wendy Ann Jaksick Smrt's living children as follows: (a) seventy percent (70%) to Luke Jaksick, and (b) thirty percent (30%) to Alexi Smrt.

3.2.2.4 Child's Death Prior to Final Distribution. If Luke Jaksick dies before becoming entitled to receive an outright distribution from the Trust, the undistributed balance of Luke Jaksick's share shall be retained in Trust for the benefit of the then living children of Luke Jaksick, if any, until said child

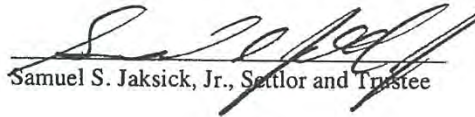
reaches the age of forty (40) years old at which time their share will be distributed outright and free of trust. In the event Luke Jaksick dies before receiving an outright distribution in as provided herein and Luke Jaksick leaves no children surviving, then Luke Jaksick's share shall be distributed to Stanley S. Jaksick and Todd B. Jaksick as more particularly provided in **Article IV E5C** and **Article II D4(c)** of the Restated Family Trust. In the event Alexi Smrt dies before becoming entitled to receive an outright distribution from Wendy Ann Jaksick Smrt's share of the trust, her undistributed balance shall be distributed to Luke Jaksick if Luke Jaksick survives Alexi Smrt and if Luke Jaksick does not survive Alexi Smrt, but leaves living children, then to Luke Jaksick's living children equally and if there are no surviving children of Luke Jaksick at the time of such distribution, then Alexi Smrt's share of Wendy Ann Jaksick Smrt's share of the trust estate shall be distributed to Todd Bruce Jaksick and Stanley S. Jaksick as more particularly provided herein. If Wendy Ann Jaksick Smrt at the time of her death does not have any living children entitled to receive a distribution hereunder, the balance of the Trust then remaining, including accrued income, shall be distributed to the Settlor's then living children namely Todd B. Jaksick and Stanley S. Jaksick outright and free of trust and if anyone of them fails to survive at the time of this distribution, their share shall be distributed to their living children as provided in the Restated Family Trust **Article II F**. In the event Luke Jaksick does not have children, his share shall be distributed equally to Todd B. Jaksick and Stanley S. Jaksick. In the event either Todd Jaksick or Stanley S. Jaksick fails to survive, the distribution shall be made to the survivor of either of them and if both do not survive, then equally to their surviving children by right of representation.

3.3 TBJ SC Trust, Todd B. Jaksick and Stanley S. Jaksick. With respect to Todd B. Jaksick and Stanley S. Jaksick's share of the Settlor's trust estate, prior to distributing their respective equal share of the trust estate as provided therein, Two Hundred Thousand Dollars (\$200,000.00) in cash shall be distributed from Todd B. Jaksick's share of the trust estate prior to Todd B. Jaksick receiving his share of Settlor's trust estate and said funds shall be delivered to the Trustee of the Settlor's educational trust for Settlor's grandchildren Benjamin Jaksick and Amanda Jaksick Educational Trust No. 1 to be administered and distributed in accordance with those trust terms. Similarly, prior to Stanley S. Jaksick receiving his share of the Settlor's trust estate herein, Three Hundred Thousand Dollars (\$300,000.00) cash shall be delivered to the Trustee of the Settlor's Educational Trust No. 4 for Stanley S. Jaksick's children namely Regan Jaksick, Sydney Jaksick, and Sawyer Jaksick to be administered and distributed in accordance with the terms of said educational trust. After said funds are distributed to the respective educational trusts as provided herein, the Trustee of the Settlor's trust estate may then distribute Todd B. Jaksick's share and Stanley S. Jaksick's share of the Settlor's trust estate as provided in the Restated Family Trust. Settlor also gifts the unpaid balance of his note receivable from TBJ SC Trust to TBJ SC Trust to be offset against Todd B. Jaksick's one-third (1/3) share.

4. Affirmation of Trust. Except for the terms of this Second Amendment, Settlor reaffirms the Restated Family Trust Agreement and such terms, except as otherwise amended herein, shall remain in full force and effect.

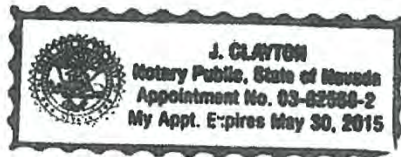
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The undersigned Settlor executed the Second Amendment to the Samuel S. Jaksick, Jr. Family Trust Agreement on December 10, 2012.


Samuel S. Jaksick, Jr., Settlor and Trustee

State of Nevada,)
) ss.
County of Washoe.)

On this 10th day of December, 2012, personally appeared before me, a Notary Public, Samuel S. Jaksick, Jr., known to me or proven to me to be the person whose name is subscribed to the foregoing Fourth Amendment, who acknowledged to me that he executed the same.




Notary Public

EXHIBIT 3

EXHIBIT 3

EXHIBIT 3

STATE OF NEVADA
CERTIFICATION OF VITAL RECORD

WASHOE COUNTY HEALTH DISTRICT

VITAL STATISTICS - RENO, NEVADA

CERTIFICATE OF DEATH

2013009551

STATE FILE NUMBER

TYPE OR
PRINT IN
PERMANENT
BLACK INK

DECEDENT

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

PARENTS

DISPOSITION

TRADE CALL

CERTIFIER

REGISTRAR

CAUSE OF DEATH

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

1a. DECEASED NAME (FIRST, MIDDLE, LAST, SUFFIX) Samuel S JAKSICK JR		2. DATE OF DEATH (Mo/Day/Year) April 21, 2013		3a. COUNTY OF DEATH Washoe	
3b. CITY, TOWN, OR LOCATION OF DEATH Incline Village		3c. HOSPITAL OR OTHER INSTITUTION (Name (if not author, give street and number) Lake Tahoe near Incline Village		3d. If Hosp. or Inst. indicate DOA, CP, Emer. Rm. (Specify) Dead On Arrival (DOA)	
4. SEX Male		5. RACE White		6. DATE OF BIRTH (Mo/Day/Yr) June 27, 1937	
7a. AGE - Last birthday (Years) 75		7b. UNDER 1 YEAR MOS DAYS HOURS MINS		7c. UNDER 1 DAY HOURS MINS	
8a. STATE OF BIRTH (If not U.S.A., name country) Nevada		8b. CITIZEN OF WHAT COUNTRY United States		8c. EDUCATION 16	
9. MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify) Married		10. SURVIVING SPOUSE (if wife, give maiden name) Janene BARGER		11. DATE OF BIRTH (Mo/Day/Yr) June 27, 1937	
12. SOCIAL SECURITY NUMBER 13		13a. USUAL OCCUPATION (Give kind of work done during most of working life, even if retired) Developer		13b. KIND OF BUSINESS OR INDUSTRY Real Estate	
14a. RESIDENCE - STATE Nevada		14b. COUNTY Washoe		14c. CITY, TOWN OR LOCATION Incline Village	
14d. STREET AND NUMBER 1011 Lakeshore Drive		14e. INSIDE CITY LIMITS (Specify Yes or No) Yes		14f. EVER IN US Armed Forces? Yes	
15a. FATHER/PARENT - NAME (First, Middle, Last, Suffix) Samuel S JAKSICK SR			15b. MOTHER/PARENT - NAME (First, Middle, Last, Suffix) Thelma M SHORT		
16a. INFORMANT - NAME (Type or Print) Janene JAKSICK			16b. MAILING ADDRESS (Street or R.F.D. No., City or Town, State, Zip) 4005 Quail Rock Lane Reno, Nevada 89511		
17a. BURIAL, CREMATION, REMOVAL, OTHER (Specify) Cremation			17b. CEMETERY OR CREMATORY - NAME Sierra Crematory		
17c. LOCATION - City or Town - State Reno Nevada 89503			18. FUNERAL DIRECTOR - SIGNATURE (Or Person Acting as Such) BLAKE HOWE		
18a. SIGNATURE AUTHENTICATED			18b. FUNERAL DIRECTOR LICENSE 622		
18c. NAME AND ADDRESS OF FACILITY Walton's Funeral Home, Reno			18d. ADDRESS 875 West Second St Reno NV 89503		
19. TRADE CALL - NAME AND ADDRESS					
20. To Be Completed by CERTIFYING PHYSICIAN					
20a. To the best of my knowledge, death occurred at the time, date and place and due to the cause(s) stated. (Signature & Title) Piotr Kubiczek M.D.		20b. DATE SIGNED (Mo/Day/Yr) June 07, 2013		20c. HOUR OF DEATH 16:45	
20d. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print)		20e. PRONOUNCED DEAD (Mo/Day/Yr) April 21, 2013		20f. PRONOUNCED DEAD AT (Hour) 16:45	
21. NAME AND ADDRESS OF CERTIFIER (PHYSICIAN, ATTENDING PHYSICIAN, MEDICAL EXAMINER, OR CORONER) (Type or Print) Piotr Kubiczek M.D. 10 Kirman Ave Reno, NV 89520					
22. LICENSE NUMBER 11610					
23. REGISTRAR (Signature) BRIDGES SANDI					
23a. SIGNATURE AUTHENTICATED					
23b. DATE RECEIVED BY REGISTRAR (Mo/Day/Yr) June 12, 2013					
23c. DEATH DUE TO COMMUNICABLE DISEASE YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>					
24. IMMEDIATE CAUSE (ENTER ONLY ONE CAUSE PER LINE FOR (a), (b), AND (c).)					
(a) Drowning					
(b) DUE TO, OR AS A CONSEQUENCE OF:					
(c) DUE TO, OR AS A CONSEQUENCE OF:					
(d) DUE TO, OR AS A CONSEQUENCE OF:					
25. PART II OTHER SIGNIFICANT CONDITIONS - Conditions contributing to death but not resulting in the underlying cause given in Part I Atherosclerotic Cardiovascular Disease					
26a. ACCIDENT, SUICIDE, HOMICIDE, UNDET. OR PENDING INVEST. (Specify) ACCIDENT		26b. DATE OF INJURY (Mo/Day/Yr) April 21, 2013		26c. HOUR OF INJURY 1808	
26d. DESCRIBE HOW INJURY OCCURRED Fresh water drowning					
26e. INJURY AT WORK (Specify Yes or No) No		26f. PLACE OF INJURY - At home, farm, street, factory, office building, etc. (Specify) Lake		26g. LOCATION - STREET OR R.F.D. No., CITY OR TOWN, STATE Waterline by 1011 Lakeshore Blvd. Incline Village Nevada	

STATE REGISTRAR



VRG-Rev-20120223a



000120459

CERTIFIED COPY OF VITAL RECORDS

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

06/13/2013

DEPUTY REGISTRAR

SIGNATURE AUTHENTICATED

DATE ISSUED:

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



TJA 000284

EXHIBIT 4

EXHIBIT 4

EXHIBIT 4

**APPOINTMENT OF CO-TRUSTEE
PURSUANT TO THE SECOND AMENDMENT
TO THE SAMUEL S. JAKSICK TRUST AGREEMENT RESTATED
PURSUANT TO THE THIRD AMENDMENT DATED JUNE 29, 2006**

Pursuant to Section 2 of the Second Amendment of the Samuel S. Jaksick Trust Agreement Restated pursuant to the Third Amendment dated June 29, 2006, which provide that if for any reason Stanley S. Jaksick, Todd Bruce Jaksick, and/or Kevin Riley fail to qualify or cease to act as a co-trustee, then Todd Bruce Jaksick may appoint one (1) other person or entity to serve as co-trustee with the remaining co-trustees. Kevin Riley has ceased to serve as co-trustee.

Therefore, Todd Bruce Jaksick appoints Michael S. Kimmel to replace Kevin Riley to serve as co-trustee with the remaining co-trustees.

DATED: December 13, 2016.



TODD BRUCE JAKSICK, Co-Trustee

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On this 13th day of December, 2016, personally appeared before me, a Notary Public, Todd Bruce Jaksick, known to me to be the person whose name is subscribed to the foregoing Second Amendment, who acknowledged to me that he executed the same.


NOTARY PUBLIC

EXHIBIT 5.a

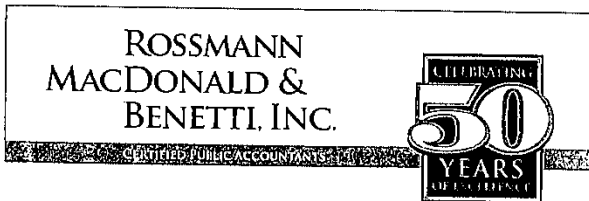
EXHIBIT 5.a

EXHIBIT 5.a

SAMUEL S JAKSICK JR FAMILY TRUST
FINANCIAL STATEMENTS
April 21, 2013 to March 31, 2014

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ACCOUNTANT'S COMPILATION REPORT

To the trustees of
Samuel S Jaksick Jr Family Trust
Reno, Nevada

We have compiled the accompanying summary of account of the Samuel S Jaksick Jr Family Trust, and the related schedules as of March, 31, 2014, and for the period April 21, 2013 to March 31, 2014. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America.

The trustees of the Samuel S Jaksick Jr Family Trust are responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

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

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

We are not independent with respect to the Samuel S Jaksick Jr Family Trust

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

January 22, 2015

SAMUEL S JAKSICK JR FAMILY TRUST
SUMMARY OF ACCOUNT
For the period beginning April 21, 2013 and ending March 31, 2014

	<u>Schedule</u>	<u>Amounts</u>	<u>Totals</u>
PRINCIPAL BALANCE ON HAND:			
Assets on hand, beginning of period	A		\$ 8,384,373.37
Receipts of principal	B	\$ 253,862.00	
Gains	C	38,846.65	
Less: deductions from principal	D	<u>(797,171.53)</u>	
Total principal activity during period			<u>(504,462.88)</u>
TOTAL PRINCIPAL BALANCE ON HAND			<u>\$ 7,879,910.49</u>
INCOME BALANCE ON HAND:			
Receipts of income	E	\$ 240,767.26	
Less: deductions from income	F	<u>(407,624.42)</u>	
Total income activity during period			<u>(166,857.16)</u>
TOTAL INCOME BALANCE ON HAND			<u>(166,857.16)</u>
TOTAL ASSETS ON HAND, MARCH 31, 2014	G		<u><u>\$ 7,713,053.33</u></u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE A - ASSETS ON HAND, BEGINNING OF PERIOD
As of April 21, 2013

	<u>Schedule</u>	<u>Fiduciary Acquisition Value</u>
CASH:		
RBC Wealth Management, US Govt Money Market Fund	2	\$ 8,287.68
UMPQUA, Checking account	3	33,052.90
First Independent Bank, Checking account #840	4	2,926.71
Wells Fargo, Checking account	5	8,737.28
Wells Fargo, Savings account	6	450.48
Bank of America, Checking account	7	795.82
MARKETABLE SECURITIES:		
United Technologies Corporation (140 shares)		13,050.80
PERSONAL PROPERTY:		
Various		107,880.00
NOTES RECEIVABLE:		
ALSB LTD (including accrued interest of \$2,462.17)		415,460.65
Bright Holland Co (including accrued interest of \$22,911.02)		267,315.68
Todd Jaksick Family Trust (Note #2 - including accrued interest of \$60.16)		122,060.16
TBJ SC Trust (including accrued interest of \$587.37)		103,659.16
Home Camp Land & Livestock Co (including accrued interest of \$4,324.34)		103,465.68
Todd Jaksick Family Trust (Note #1 - including accrued interest of \$4,993.15)		79,993.15
Jaksick Family LLC (including accrued interest of \$1.22)		2,902.22
REAL ESTATE:		
4005 Quail Rock Lane, Reno NV		540,000.00
CLOSELY HELD BUSINESSES:		
	A1	6,574,335.00
TOTAL ASSETS ON HAND, BEGINNING OF PERIOD		<u><u>\$ 8,384,373.37</u></u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE A1 - CLOSELY HELD BUSINESSES, BEGINNING OF PERIOD
As of April 21, 2013

CLOSELY HELD BUSINESSES:	Fiduciary Acquisition Value	Estimated Value
Pioneer Group, Inc. (301.05 shares)	\$ 4,335,000.00	\$ 4,335,000.00
Toiyabe Investment Co (50% interest)	895,000.00	895,000.00
SSJ LLC (100% interest)	743,397.00	743,397.00
Markhor Investment Company (46.82% interest)	136,138.00	136,138.00
Shakey's USA Inc (80,000 shares)	128,800.00	128,800.00
Duck Flat Ranch LLC (49% interest)	109,000.00	109,000.00
Sammy Supercub LLC Series A (100% interest)	85,000.00	85,000.00
Basecamp LLC (18.75% interest)	37,000.00	37,000.00
SST Westridge LLC (25% interest)	28,000.00	28,000.00
Montreux Golf Club Ltd (1% interest)	23,000.00	23,000.00
Samuel S Jaksick Jr IV LLC (100% interest)	20,000.00	20,000.00
Lakecrest Realty Inc (100% interest)	12,000.00	12,000.00
BBB Investments (49% interest)	11,000.00	11,000.00
Lakeridge Golf Course Ltd (1% interest)	8,000.00	8,000.00
Gerlach Green Energy LLC (45% interest)	3,000.00	3,000.00
ALSB LTD (100% interest)	-	-
Bent Arrow LLC (100% interest)	-	-
Buckhorn Land and Livestock LLC (25% interest)	-	-
California Bighorn LLC (100% interest)	-	-
Fly Ranch LLC (44.5% interest)	-	-
Lake-Ridge Corporation (100% interest)	-	-
Samuel S Jaksick Jr I LLC (100% interest)	-	-
Samuel S Jaksick Jr II LLC (100% interest)	-	-
Samuel S Jaksick Jr V LLC (100% interest)	-	-
SJ Ranch LLC (100% interest)	-	-
Spring Mountain NV Development Co (25% interest)	-	-
White Pine Lumber Co (100% interest)	-	-
TOTAL CLOSELY HELD BUSINESSES	\$ 6,574,335.00	\$ 6,574,335.00

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE B - RECEIPTS OF PRINCIPAL
For the period beginning April 21, 2013 and ending March 31, 2014

	<u>Schedule</u>	<u>Totals</u>
RECEIPTS OF PRINCIPAL:		
Loan proceeds received	1A	\$ 204,862.00
Non cash transactions	H	<u>49,000.00</u>
TOTAL RECEIPTS OF PRINCIPAL		<u>\$ 253,862.00</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE C - GAINS
For the period beginning April 21, 2013 and ending March 31, 2014

	<u>Date</u>	<u>Carrying Value</u>
SALE OF OWNERSHIP IN MARKHOR INVESTMENTS LLC		
Liquidation proceeds	12/2/2013	\$ 174,984.65
Less: carrying value		<u>(136,138.00)</u>
Net gain from the sale of Markhor Investments LLC		<u>\$ 38,846.65</u>
DISPOSITION OF PROCEEDS FROM THE SALE OF MARKHOR INVESTMENTS LLC		
Liquidation proceeds	12/2/2013	\$ 174,984.65
Less: other items deducted from proceeds		
Principal payment applied to Note payable - Stan Jaksick		(95,007.99)
Interest payment applied to Note payable - Stan Jaksick		<u>(3,082.19)</u>
Net cash proceeds received from the sale of Markhor Investments LLC		<u>\$ 76,894.47</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE D - DEDUCTIONS FROM PRINCIPAL
For the period beginning April 21, 2013 and ending March 31, 2014

	<u>Schedule</u>	<u>Amounts</u>	<u>Totals</u>
DEDUCTIONS FROM PRINCIPAL:			
<u>Payment of trust debts:</u>			
First Independent Bank #772	1	\$ 281,775.47	
First Independent Bank #840	4	2,677.20	
Non cash transactions	H	<u>380,007.99</u>	
Total payment of trust debts			\$ 664,460.66
<u>Expenses:</u>			
First Independent Bank #772	1	132,710.86	-
Wells Fargo Checking	5	<u>0.01</u>	-
Total expenses			<u>132,710.87</u>
TOTAL DEDUCTIONS FROM PRINCIPAL			<u>\$ 797,171.53</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE E - RECEIPTS OF INCOME
For the period beginning April 21, 2013 and ending March 31, 2014

	<u>Schedule</u>	<u>Totals</u>
RECEIPTS OF INCOME:		
First Independent Bank #772	1	\$ 236,756.24
RBC Wealth Management	2	0.44
Umpqua Bank	3	0.57
First Independent Bank #840	4	3,603.96
Wells Fargo Checking	5	0.05
Wells Fargo Savings	6	0.06
Non cash transactions	H	<u>405.94</u>
TOTAL RECEIPTS OF INCOME		<u><u>\$ 240,767.26</u></u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE F - DEDUCTIONS FROM INCOME
For the period beginning April 21, 2013 and ending March 31, 2014

	<u>Schedule</u>	<u>Amounts</u>	<u>Totals</u>
DEDUCTIONS FROM INCOME:			
<u>Expenses</u>			
First Independent Bank #772	1	\$ 343,022.98	
Wells Fargo Savings	6	70.00	
Total expenses			\$ 343,092.98
<u>Deductions to pay interest</u>			
First Independent Bank #772	1	61,449.25	
Non cash transactions	H	3,082.19	
Total deductions to pay interest			<u>64,531.44</u>
TOTAL DEDUCTIONS FROM INCOME			<u>\$ 407,624.42</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE G - ASSETS ON HAND, END OF PERIOD
As of March 31, 2014

	<u>Schedule</u>	<u>Fiduciary Acquisition Value</u>	<u>Estimated Value</u>
CASH:			
Checking account, First Independent Bank #772	1	\$ 20,301.37	\$ 20,301.37
Checking account, Wells Fargo	5	2.32	2.32
Savings account, Wells Fargo	6	65.43	65.43
MARKETABLE SECURITIES:			
United Technologies Corporation (140 shares)		13,050.80	13,050.80
PERSONAL PROPERTY:			
Various		107,880.00	107,900.00
NOTES RECEIVABLE:	G1	1,191,757.83	1,191,800.00
REAL ESTATE:			
4005 Quail Rock Lane, Reno NV		540,000.00	540,000.00
CLOSELY HELD BUSINESSES:	G2	5,839,995.58	5,797,800.00
TOTAL ASSETS ON HAND, MARCH 31, 2014		<u><u>\$ 7,713,053.33</u></u>	<u><u>\$ 7,670,919.92</u></u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE G1 - NOTES RECEIVABLE, END OF PERIOD
As of March 31, 2014

	Fiduciary Acquisition Value	Estimated Value
NOTES RECEIVABLE:		
Bright Holland Co (Note #1 - including accrued interest of \$22,911.02)	\$ 267,315.68	\$ 267,400.00
ALSB LTD	218,216.70	218,300.00
Todd Jaksick Family Trust (Note #2)	122,000.00	122,000.00
Bright Holland Co (Note #2)	119,550.06	119,600.00
Todd Jaksick Family Trust (Note #3)	105,510.76	105,600.00
White Pine Lumber Co	104,478.11	104,500.00
TBJ SC Trust (including accrued interest of \$587.37)	103,659.16	103,700.00
Todd Jaksick Family Trust (Note #1 - including accrued interest of \$4,993.15)	79,993.15	80,000.00
Advances - Wendy Jaksick	40,051.00	40,100.00
Toiyabe Investment Co	16,659.57	16,700.00
BBB Investments LLC	11,021.42	11,100.00
Jaksick Family LLC (including accrued interest of \$1.22)	2,902.22	3,000.00
Duck Flat Ranch LLC	100.00	100.00
Duck Lake Ranch LLC	100.00	100.00
Fly Ranch LLC	100.00	100.00
SST Westridge LLC	100.00	100.00
TOTAL NOTES RECEIVABLE	\$ 1,191,757.83	\$ 1,192,400.00

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE G2 - CLOSELY HELD BUSINESSES, END OF PERIOD
As of March 31, 2014

	Fiduciary Acquisition Value	Estimated Value
CLOSELY HELD BUSINESSES:		
Pioneer Group, Inc. (301.05 shares)	4,335,000.00	4,335,000.00
Toiyabe Investment Co (50% interest)	895,000.00	895,000.00
Buckhorn Land & Livestock, LLC (25% interest)	143,336.50	143,000.00
Shakey's USA Inc (80,000 shares)	128,800.00	128,800.00
Duck Flat Ranch LLC (49% interest)	109,000.00	109,000.00
SSJ LLC (100% interest)	43,647.00	43,000.00
Basecamp LLC (18.75% interest)	34,134.11	34,000.00
SST Westridge LLC (25% interest)	28,000.00	28,000.00
Montreux Golf Club Ltd (1% interest)	23,000.00	23,000.00
Samuel S Jaksick Jr IV LLC (100% interest)	20,000.00	20,000.00
Lakecrest Realty Inc (100% interest)	17,069.66	17,000.00
BBB Investments (49% interest)	11,000.00	11,000.00
Lakeridge Golf Course Ltd (1% interest)	8,000.00	8,000.00
Gerlach Green Energy LLC (45% interest)	3,000.00	3,000.00
SJ Ranch LLC (100% interest)	41,008.31	-
ALSB LTD (100% interest)	-	-
Bent Arrow LLC (100% interest)	-	-
Buckhorn Land and Livestock LLC (25% interest)	-	-
California Bighorn LLC (100% interest)	-	-
Fly Ranch LLC (44.5% interest)	-	-
Lake-Ridge Corporation (100% interest)	-	-
Sammy Supercub LLC Series A (100% interest)	-	-
Samuel S Jaksick Jr I LLC (100% interest)	-	-
Samuel S Jaksick Jr II LLC (100% interest)	-	-
Samuel S Jaksick Jr V LLC (100% interest)	-	-
Spring Mountain NV Development Co (25% interest)	-	-
White Pine Lumber Co (100% interest)	-	-
TOTAL CLOSELY HELD BUSINESSES	\$ 5,839,995.58	\$ 5,797,800.00

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE H - NON-CASH TRANSACTIONS
For the period beginning April 21, 2013 and ending March 31, 2014

<u>Date</u>	<u>Descriptions</u>	<u>Principal</u>	<u>Income</u>
INVESTMENTS FINANCED WITH LOAN:			
12/27/2013	Funds transferred to Buckhorn Land & Livestock LLC from the Estate of Samuel S Jaksick Jr for the benefit of the Samuel S Jaksick Jr Trust. The amount will need to be repaid to the Estate of Samuel S Jaksick Jr.	\$ 49,000.00	\$ -
	TOTAL INVESTMENTS FINANCED WITH LOAN	\$ 49,000.00	\$ -
INTEREST INCOME COLLECTED:			
10/1/2013	Payment applied to Note Payable to Western Alliance Bank d/b/a First Independent Bank by ALSB LTD. The payment reduced an existing amount owed by ALSB LTD to the Samuel S Jaksick Jr Family Trust. The payment was applied to the principal balance of the ALSB LTD note receivable in the amount of \$197,131.89 and accrued interest as of April 21, 2013 in the amount of \$2,462.17 and \$405.94 from April 21, 2013 through the date of the payment.	\$ -	\$ 405.94
	TOTAL INTEREST INCOME COLLECTED	\$ -	\$ 405.94
NON-CASH PAYMENTS OF TRUST DEBTS:			
10/1/2013	Payment applied to Note Payable to Western Alliance Bank d/b/a First Independent Bank by ALSB LTD. The payment reduced an existing amount owed by ALSB LTD to the Samuel S Jaksick Jr Family Trust.	\$ 200,000.00	\$ -
12/2/2013	Funds applied to advances from Stan Jaksick from proceeds of liquidation of Markhor Investments LLC. Repayment of advance dated 6/27/13 for \$45,000. Repayment of advance dated 7/10/13 for \$8,900. repayment of advance dated 9/4/13 for \$33,200.	87,100.00	
12/2/2013	Remainder of funds from Markhor Investments LLC in the amount of \$10,990.19 applied to loan to Stan Jaksick. \$2,003.88 applied to principal, \$5,904.11 applied to accrued interest as of April 21, 2013, and \$3,082.19 applied to interest accrued through December 2, 2013.	7,907.99	3,082.19
12/29/2013	Transfer of Sammy Supercub Series A LLC in exchange for settlement of debt obligation to Duck Lake Ranch, LLC.	85,000.00	-
	TOTAL NON-CASH PAYMENTS OF TRUST DEBTS	\$ 380,007.99	\$ 3,082.19

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE I - NOTES RECEIVABLE ACTIVITY
As of April 21, 2013 and the period ended March 31, 2014

<u>Date</u>	<u>Description</u>	<u>Amounts</u>	<u>Totals</u>
NOTES RECEIVABLE ACTIVITY:			
<u>Note receivable Homecamp Land & Livestock Co</u>			
4/21/2013	Balance		\$ 103,465.68
6/18/2013	Payment received	\$ (5,050.27)	
7/26/2013	Payment received	(98,415.41)	(103,465.68)
	Balance, Homecamp Land & Livestock Co		-
<u>Note receivable Todd Jaksick Family Trust (Note #2)</u>			
4/21/2013	Balance		122,060.16
5/31/2013	Todd Jaksick Family Trust	(60.16)	(60.16)
	Balance, Todd Jaksick Family Trust (Note #2)		122,000.00
<u>Note receivable Bright Holland (Note #2)</u>			
4/21/2013	Balance		-
7/25/2013	Loan	127,380.06	
7/26/2013	Payment received	(12,830.00)	
11/29/2013	Advance	2,500.00	
1/31/2014	Advance	2,500.00	119,550.06
	Balance, Bright Holland Co		119,550.06
<u>Note receivable ALSB Ltd</u>			
4/21/2013	Balance		415,460.65
8/15/2013	Advance	9.11	
9/11/2013	Advance	1,550.00	
10/1/2013	Payment applied	(199,594.06)	
10/11/2013	Advance	16.00	
10/29/2013	Advance	775.00	(197,243.95)
	Balance, ALSB Ltd		218,216.70
<u>Note receivable BBB Investments LLC</u>			
4/21/2013	Balance		-
8/8/2013	Advance	1,338.96	
9/30/2013	Advance	1,352.46	
10/9/2013	Advance	1,400.00	
11/8/2013	Advance	1,350.00	
12/11/2013	Advance	1,400.00	
1/9/2014	Advance	1,380.00	
2/11/2014	Advance	1,400.00	
3/11/2014	Advance	1,400.00	11,021.42
	Balance, BBB Investments LLC		11,021.42

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE I - NOTES RECEIVABLE ACTIVITY
As of April 21, 2013 and the period ended March 31, 2014

<u>Date</u>	<u>Description</u>	<u>Amounts</u>	<u>Totals</u>
NOTES RECEIVABLE ACTIVITY (continued):			
<u>Note receivable Duck Flat Ranch, LLC</u>			
4/21/2013	Balance		-
3/3/2014	Advance	100.00	100.00
	Balance, Duck Flat Ranch LLC		100.00
<u>Note receivable Duck Lake Ranch, LLC</u>			
4/21/2013	Balance		-
4/24/2013	Advance	9,025.00	
8/28/2013	Payment received	(9,025.00)	
2/27/2014	Advance	100.00	100.00
	Balance, Duck Lake Ranch LLC		100.00
<u>Note receivable Fly Ranch, LLC</u>			
4/21/2013	Balance		
3/3/2014	Advance	100.00	100.00
	Balance, Fly Ranch LLC		100.00
<u>Note receivable SST Westridge, LLC</u>			
4/21/2013	Balance		
3/3/2014	Advance	100.00	100.00
	Balance, SST Westridge LLC		100.00
<u>Note receivable Todd Jaksick Family Trust (Note #3)</u>			
4/21/2013	Balance		-
9/12/2013	Advance	105,510.76	105,510.76
	Balance, Todd Jaksick Family Trust (Note #3)		105,510.76
<u>Note receivable Toiyabe Investment Co</u>			
4/21/2013	Balance		-
6/18/2013	Advance	1,745.00	
7/8/2013	Advance	3,632.00	
7/17/2013	Advance	75.00	
8/16/2013	Advance	3,607.57	
9/30/2013	Advance	3,700.00	
10/15/2013	Advance	1,600.00	
12/18/2013	Advance	2,300.00	16,659.57
	Balance, Toiyabe Investment Co		16,659.57

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE I - NOTES RECEIVABLE ACTIVITY
As of April 21, 2013 and the period ended March 31, 2014

<u>Date</u>	<u>Description</u>	<u>Amounts</u>	<u>Totals</u>
NOTES RECEIVABLE ACTIVITY (continued):			
<u>Note receivable Wendy Jaksick</u>			
4/21/2013	Balance		-
7/17/2013	Advance	1,000.00	
7/24/2013	Advance	1,045.00	
8/2/2013	Advance	1,600.00	
8/2/2013	Advance	1,087.00	
8/8/2013	Advance	180.00	
8/14/2013	Advance	2,000.00	
8/14/2013	Advance	1,500.00	
8/21/2013	Advance	1,400.00	
9/3/2013	Advance	1,600.00	
9/3/2013	Advance	1,994.00	
9/16/2013	Advance	1,630.00	
10/1/2013	Advance	1,600.00	
10/1/2013	Advance	2,579.00	
10/15/2013	Advance	2,000.00	
11/1/2013	Advance	2,075.00	
11/8/2013	Advance	500.00	
11/15/2013	Advance	2,000.00	
12/2/2013	Advance	2,000.00	
12/13/2013	Advance	1,473.00	
12/31/2013	Advance	2,000.00	
1/15/2014	Advance	1,168.00	
2/4/2014	Advance	2,074.00	
2/27/2014	Advance	2,096.00	
3/19/2014	Advance	1,450.00	
3/31/2014	Advance	1,750.00	
3/31/2014	Advance	250.00	40,051.00
	Balance, Wendy Jaksick		<u>40,051.00</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE I - NOTES RECEIVABLE ACTIVITY
As of April 21, 2013 and the period ended March 31, 2014

<u>Date</u>	<u>Description</u>	<u>Amounts</u>	<u>Totals</u>
NOTES RECEIVABLE ACTIVITY (continued):			
<u>Note receivable White Pine Lumber Co</u>			
4/21/2013	Balance		-
4/30/2013	Advance	850.00	
7/18/2013	Advance	832.66	
7/25/2013	Advance	17,714.39	
7/25/2013	Advance	17,714.39	
7/25/2013	Advance	17,714.39	
8/2/2013	Advance	26,837.00	
8/28/2013	Advance	1,000.00	
8/29/2013	Advance	55,485.00	
8/29/2013	Advance	5,000.00	
9/30/2013	Advance	27,500.00	
10/11/2013	Advance	33,206.00	
10/23/2013	Advance	795.44	
10/23/2013	Advance	527.15	
11/8/2013	Payment received	(39,588.41)	
11/12/2013	Advance	390.22	
11/12/2013	Advance	256.27	
12/12/2013	Advance	390.22	
12/12/2013	Advance	256.27	
12/18/2013	Payment received	(63,815.89)	
1/12/2014	Advance	390.22	
1/12/2014	Advance	256.27	
2/12/2014	Advance	256.27	
3/3/2014	Advance	6,681.48	
3/12/2014	Advance	256.27	
3/17/2014	Payment received	(13,108.98)	
3/17/2014	Advance	<u>\$ 6,681.48</u>	<u>104,478.11</u>
	Balance, White Pine Lumber Co		<u>\$ 104,478.11</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE J - INVESTMENT ACTIVITY
As of April 21, 2013 and the period ended March 31, 2014

<u>Date</u>	<u>Descriptions</u>	<u>Amounts</u>	<u>Totals</u>
INVESTMENT ACTIVITY:			
<u>SSJ LLC</u>			
4/21/2013	Balance		\$ 743,397.00
7/30/2013	Return of principal	\$ (115,000.00)	
7/30/2013	Return of principal	(53,000.00)	
8/22/2013	Return of principal	(50,000.00)	
8/29/2013	Return of principal	(84,000.00)	
9/20/2013	Return of principal	(250,000.00)	
10/15/2013	Return of principal	(149,975.00)	
11/25/2013	Investment	325.00	
12/11/2013	Investment	100.00	
3/17/2014	Investment	1,800.00	(699,750.00)
	Balance, SSJ LLC		43,647.00
<u>Basecamp LLC</u>			
4/21/2013	Fiduciary acquisition value		37,000.00
4/24/2013	Return of principal	(442.50)	
5/31/2013	Return of principal	(442.50)	
6/18/2013	Return of principal	(442.61)	
7/24/2013	Return of principal	(442.50)	
8/20/2013	Return of principal	(442.50)	
9/25/2013	Return of principal	(480.11)	
2/25/2014	Return of principal	(173.17)	(2,865.89)
	Balance, Basecamp LLC		34,134.11
<u>Markhor Investment Co LLC</u>			
4/21/2013	Fiduciary acquisition value		136,138.00
12/2/2013	Sale of interest	(136,138.00)	(136,138.00)
	Balance, Markhor Investment Co LLC		-
<u>Sammy Supercub Series A LLC</u>			
4/21/2013	Fiduciary acquisition value		85,000.00
12/29/2013	Debt settlement with Duck Lake Ranch	(85,000.00)	(85,000.00)
	Balance, Sammy Supercub Series A, LLC		-

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE J - INVESTMENT ACTIVITY
As of April 21, 2013 and the period ended March 31, 2014

<u>Date</u>	<u>Descriptions</u>	<u>Amounts</u>	<u>Totals</u>
INVESTMENT ACTIVITY (continued):			
<u>Buckhorn Land & Livestock LLC</u>			
4/21/2013	Fiduciary acquisition value		-
7/2/2013	Investment	51,885.00	
7/10/2013	Investment	8,900.00	
8/14/2013	Investment	11,311.00	
8/14/2013	Investment	7,000.00	
8/16/2013	Investment	600.00	
9/30/2013	Investment	11,958.00	
12/27/2013	Investment	49,000.00	
12/31/2013	Investment	2,682.50	143,336.50
	Balance, Buckhorn Land & Livestock, LLC		<u>143,336.50</u>
<u>SJ Ranch, LLC</u>			
4/21/2013	Fiduciary acquisition value		-
9/10/2013	Investment	41,008.31	41,008.31
	Balance, SJ Ranch, LLC		<u>41,008.31</u>
<u>Lakecrest Realty, Inc</u>			
4/21/2013	Fiduciary acquisition value		12,000.00
6/13/2013	Investment	231.00	
6/14/2013	Investment	80.72	
6/14/2013	Investment	77.27	
6/14/2013	Investment	267.24	
6/14/2013	Investment	122.61	
6/14/2013	Investment	65.82	
6/14/2013	Investment	1,200.00	
7/2/2013	Investment	500.00	
11/26/2013	Investment	325.00	
11/29/2013	Investment	2,200.00	5,069.66
	Balauce, Lakecrest Realty, Inc.		<u>17,069.66</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE K - UNPAID CLAIMS
As of March 31, 2014

UNPAID CLAIMS:	<u>Amounts</u>
Internal Revenue Service Estate taxes	\$ 540,964.00
Internal Revenue Service Taxes due on 2013 individual income tax return	347,657.00
Colorado Department of Revenue Taxes due on 2013 individual income tax return	11,164.00
Note Payable - American AgCredit (49% of joint obligation) Original note dated August 20, 2004 in the amount of \$2,960,000 due and payable September 1, 2024. Principal and interest payments in the amount of \$222,928.10 are payable annually on September 1. Interest on the note is fixed at 6.05% per annum. Todd Jaksick is jointly obligated on this note and is apportioned 51% of the balance. The outstanding principal balance as of March 31, 2014 is \$1,627,502.23. The note is secured by real property and cross collateralized with real estate owned by SJ Ranch, LLC, Duck Lake Ranch, LLC, and White Pine Lumber Co.	797,476.09
Note Payable - Western Alliance Bank dba First Independent Bank Dated November 30, 2013. Principal amount of \$447,459.86 due and payable November 30, 2014. Interest on the note is variable with an index rate of 3.25% per annum and a floor rate of 5.5% per annum and is payable monthly. Subsequently extended to January 31, 2015. The note is secured by real property.	447,459.86
Note Payable - Chase Mortgage Original note in the amount of \$455,000. Principal and interest payments in the amount of \$2,019.55 are payable monthly. Interest on the note is variable at 3.278% per annum. The note is secured by real property.	334,740.37
Note Payable - Nevada State Bank Dated May 1, 2013. Principal in the amount of \$147,471.94 due and payable February 1, 2016. Principal and interest payments in the amount of \$5,227.60 are payable monthly. Interest on the note is fixed at 4.75% per annum. The note is secured by real property.	137,620.16
Janene Jaksick by agreement	359,971.19
Note Payable - Wendy Jaksick (from life insurance trust) Principal amount of \$231,432.07 due and payable December 31, 2017. Interest is payable annually at 5% per annum with a default rate of 12% per annum. Currently in default. Interest is accrued at 5% annual rate.	280,571.75

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE K - UNPAID CLAIMS
As of March 31, 2014

	<u>Amounts</u>
UNPAID CLAIMS (continued):	
Note Payable - Todd Jaksick (from life insurance trust) Principal amount of \$231,432.07 due and payable December 31, 2017. Interest is payable annually at 5% per annum with a default rate of 12% per annum. Currently in default. Interest is accrued at 5% annual rate.	280,571.75
Note Payable - Stan Jaksick (from life insurance trust) Principal amount of \$231,432.07 due and payable December 31, 2017. Interest is payable annually at 5% per annum with a default rate of 12% per annum. Currently in default. Interest is accrued at 5% annual rate.	280,571.75
Note payable - Stan Jaksick Original principal in the amount of \$100,000, due February 15, 2014 and bearing interest at 5% per annum.	97,996.12
Note Payable - Duck Flat Ranch LLC Original principal in the amount of \$74,487.26 bearing interest at 5% per annum.	85,446.07
Maupin Cox & LeGoy, legal fees on account	81,029.23
Note payable - Lakeridge Golf Course Ltd Original principal in the amount of \$142,288.34 and bearing interest at 3% per annum.	75,669.54
Note Payable - Montreux Development Group LLC Demand note bearing interest at 1% per annum	75,000.00
Citibank - credit card Past due and in default	50,240.34
Note Payable - Estate of Samuel S Jaksick Jr	49,030.00
Bank of America - credit card Past due and in default	17,282.05
Note Payable - Nevada Pronghorn LLC No set repayment terms	11,250.00
Note payable - Montreux Golf Club Ltd No set repayment terms	8,838.74
Roger Morris LLC, legal fees on account	8,425.00

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE K - UNPAID CLAIMS
As of March 31, 2014

	<u>Amounts</u>
UNPAID CLAIMS (continued):	
US Treasury - unpaid payroll taxes	5,209.80
Todd Jaksick February 2014 Trustee Fee	2,000.00
Palmer Law Chtd, legal fees on account	1,125.00
Montreux Development Group LLC April 2014 office rent	750.00
Arkadin, Inc	478.27
Stan Jaksick Advance to trust from Stan	385.00
American Express - credit card Past due and in default	291.86
Burgarello Alarm	262.70
Rainbow Print and Office Supply	106.59
Washoe County Treasurer Utilities 4005 Quail Rock Lane	61.13
Waste Management of Nevada Utilities 4005 Quail Rock Lane	65.82
TOTAL UNPAID CLAIMS	<u>\$ 3,489,926.18</u>

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE L - CONTINGENT TRUST OBLIGATIONS
As of March 31, 2014

	<u>Amounts</u>
CONTINGENT TRUST OBLIGATIONS:	
Dilts and Kappeler Family Trust, secured by Montreux lot 1023 (the trustees believe the claim on the personal guarantee in the amount of \$1,250,000 against the estate is invalid due to the lack of statutory language in the personal guarantee document that would force performance against a decedent)	\$ 1,250,000.00
Note Payable - American AgCredit FLCA (51% of joint obligation)	830,026.14
Original note dated August 20, 2004 Samuel S Jaksick Jr and Todd Jaksick jointly in the amount of \$2,960,000 due and payable September 1, 2024. Principal and interest payments in the amount of \$222,928.10 are payable annually on September 1. Interest on the note is fixed at 6.05% per annum. Todd Jaksick is jointly obligated on this note and is apportioned 51% of the balance. The outstanding principal balance as of March 31, 2014 is \$1,627,502.23. The note is secured by real property and cross collateralized with real estate owned by SJ Ranch, LLC, Duck Lake Ranch, LLC, and White Pine Lumber Co.	
Durham Family Trust, secured by Montreux lot 1023 (the trustees believe the claim on the personal guarantee in the amount of \$713,978 against the trust is invalid due to the lack of statutory language in the personal guarantee document that would force performance against a decedent)	713,977.74
Note Payable, American AgCredit FLCA	557,497.58
Original note dated January 22, 2003 in the amount of \$2,345,000 to White Pine Lumber Company. Samuel S Jaksick, Jr. Guarantor. Subsequently amended December 30, 2013 with the Samuel S Jaksick Family Trust as guarantor. Payable in monthly installments of \$6,681.48 including interest at 6.05% beginning March 1, 2014 and continuing until March 1, 2023 at which time the principal and accrued interest is due and payable. The note is secured by real property and cross collateralized with real estate owned by SJ Ranch, LLC, Duck Lake Ranch, LLC, and White Pine Lumber Co.	
Eugene Canepa v Samuel S Jaksick Jr. as it relates to an auto accident on January 12, 2012. (the trustees believe the claim against the trust is invalid due to Eugene Canepa's lack of filing a claim against the trust within the statutory period of time).	437,118.83
George J Brown Trust claim against the trust to perform on a personal guarantee on a note in favor of the George J Brown Trust by ALSB Ltd.	184,603.00
Todd B Jaksick indemnification agreement which substantively indicates that Todd B Jaksick and related entities are indemnified against the trust from having to perform on obligations in excess of their respective interests.	unknown
TOTAL CONTINGENT TRUST OBLIGATIONS	<u>\$ 3,973,223.29</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1 - SUMMARY OF ACCOUNT
FIRST INDEPENDENT BANK #772
For the period beginning April 21, 2013 and ending March 31, 2014

	<u>Schedule</u>	<u>Amounts</u>	<u>Totals</u>
ASSETS ON HAND APRIL 21, 2013			\$ -
ADDITIONS:			
<u>Receipts of principal:</u>			
Loan proceeds received	1A	\$ 204,862.00	
Total receipts of principal		<u>204,862.00</u>	
<u>Receipts of income:</u>	1B	<u>236,756.24</u>	
<u>Other additions:</u>			
Transfers	1C	45,352.38	
Collections on loans receivable	1D	241,894.12	
Collections on investments	1E	781,292.86	
Total other additions		<u>1,068,539.36</u>	
TOTAL ADDITIONS			\$ <u>1,510,157.60</u>
TOTAL CHARGEABLE ASSETS			\$ <u>1,510,157.60</u>
DEDUCTIONS:			
<u>Other deductions:</u>			
Loans made and advances	1F	528,489.20	
Investments made	1G	142,408.47	
Total other deductions		<u>670,897.67</u>	
<u>Deductions from principal:</u>			
Expenses	1H	132,710.86	
Deductions to pay trust debts	1I	281,775.47	
Total deductions from principal		<u>414,486.33</u>	
<u>Deductions from income:</u>			
Expenses	1H	343,022.98	
Deductions to pay interest	1I	61,449.25	
Total deductions from income		<u>404,472.23</u>	
LESS: TOTAL DEDUCTIONS			<u>1,489,856.23</u>
ASSETS ON HAND, MARCH 31, 2014			\$ <u><u>20,301.37</u></u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1A - LOAN PROCEEDS RECEIVED
FIRST INDEPENDENT BANK #772
For the period beginning April 21, 2013 and ending March 31, 2014

<u>Date</u>	<u>Payor</u>	<u>Amount</u>	<u>Totals</u>
LOAN PROCEEDS RECEIVED:			
1/22/14	White Pine Lumber Co	\$ 600.00	
1/24/14	White Pine Lumber Co	500.00	
1/27/14	White Pine Lumber Co	600.00	
2/3/14	White Pine Lumber Co	3,000.00	
2/4/14	White Pine Lumber Co	200.00	
2/5/14	White Pine Lumber Co	11,312.00	
	Total White Pine Lumber Co- Loan #2	<u>16,212.00</u>	
7/19/13	Nevada Pronghorn LLC	5,750.00	
7/23/13	Nevada Pronghorn LLC	5,500.00	
	Total Nevada Pronghorn	<u>11,250.00</u>	
6/27/13	Stanley S Jaksick	45,000.00	
7/10/13	Stanley S Jaksick	8,900.00	
9/4/13	Stanley S Jaksick	48,500.00	
	Total Stan Jaksick	<u>102,400.00</u>	
2/5/14	Montreux Development Group, LLC	75,000.00	
	Total Montreux Development Group, LLC	<u>\$ 75,000.00</u>	
TOTAL LOAN PROCEEDS RECEIVED			<u><u>\$ 204,862.00</u></u>

See accountant's compilation report

EXHIBIT 5.b

EXHIBIT 5.b

EXHIBIT 5.b

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1B - RECEIPTS OF INCOME
FIRST INDEPENDENT BANK #772

For the period beginning April 21, 2013 and ending March 31, 2014

<u>Date</u>	<u>Payor</u>	<u>Income</u>	<u>Totals</u>
RECEIPTS OF INCOME:			
11/8/13	White Pine Lumber Co	\$ 411.59	
12/18/13	White Pine Lumber Co	184.11	
3/17/14	White Pine Lumber Co	253.98	
	Interest income - White Pine Lumber Co	<u>849.68</u>	\$ 849.68
6/18/13	Homecamp Land & Livestock	\$ 935.73	
7/26/13	Homecamp Land & Livestock	514.98	
	Interest income - Homecamp Land & Livestock	<u>1,450.71</u>	1,450.71
5/31/13	Todd Jaksick Family Trust	3,599.84	
3/17/14	Todd Jaksick Family Trust	3,660.00	
	Interest income - Todd Jaksick Family Trust	<u>7,259.84</u>	7,259.84
6/18/13	United Technologies	74.90	
9/18/13	United Technologies	74.90	
12/17/13	United Technologies	82.60	
	Total dividend income	<u>232.40</u>	232.40
10/1/13	Montreux Golf Club Ltd	500.00	
11/26/13	Montreux Golf Club Ltd	500.00	
12/12/13	Montreux Golf Club Ltd	500.00	
8/28/13	Montreux Golf Club Ltd	500.00	
9/18/13	Montreux Golf Club Ltd	500.00	
	Total rental income - Quail Rock Lane	<u>2,500.00</u>	2,500.00
6/27/13	Toiyabe Investment Co	55,875.00	
9/4/13	Toiyabe Investment Co	85,457.50	
12/31/13	Toiyabe Investment Co	15,000.00	
1/6/14	Toiyabe Investment Co	3,209.57	
1/15/14	Toiyabe Investment Co	9,500.00	
2/5/2014	Toiyabe Investment Co	30,000.00	
	Total distributions from investments	<u>199,042.07</u>	199,042.07

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1B - RECEIPTS OF INCOME
FIRST INDEPENDENT BANK #772

For the period beginning April 21, 2013 and ending March 31, 2014

<u>Date</u>	<u>Payor</u>	<u>Income</u>	<u>Totals</u>
RECEIPTS OF INCOME (continued):			
12/3/13	Buckhorn Land & Livestock LLC	1,820.82	
9/18/13	Buckhorn Land & Livestock LLC	2,974.10	
8/20/13	Buckhorn Land & Livestock LLC	2,974.10	
8/28/13	Buckhorn Land & Livestock LLC	1,820.82	
10/15/13	Buckhorn Land & Livestock LLC	1,820.82	
12/17/13	Buckhorn Land & Livestock LLC	1,820.82	
12/17/13	Buckhorn Land & Livestock LLC	1,153.28	
12/23/13	Buckhorn Land & Livestock LLC	1,820.82	
10/9/13	Buckhorn Land & Livestock LLC	2,974.10	
10/30/13	Buckhorn Land & Livestock LLC	1,820.82	
11/15/13	Buckhorn Land & Livestock LLC	2,974.10	
	Total salary reimbursements	<u>23,974.60</u>	23,974.60
7/10/13	Colorado Division of Gaming	950.15	
10/9/13	CIG	340.00	
11/19/13	McDonald Carano Wilson	120.00	
1/7/14	Federal Express	36.79	
	Total refunds	<u>\$ 1,446.94</u>	<u>1,446.94</u>
	TOTAL INCOME RECEIPTS		<u><u>\$ 236,756.24</u></u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1C - TRANSFERS
FIRST INDEPENDENT BANK #772
For the period beginning April 21, 2013 and ending March 31, 2014

<u>Date</u>	<u>Payor</u>	<u>Amount</u>	<u>Totals</u>
TRANSFERS:			
7/2/13	Funds transferred from UMPQUA account	\$ 33,053.47	
10/23/13	Funds transferred from Bank of America	795.82	
10/11/13	Funds transferred from First Independent Bank	3,214.97	
10/15/13	Funds transferred from RBC	<u>8,288.12</u>	
TOTAL TRANSFERS			<u>\$ 45,352.38</u>

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1D - COLLECTIONS ON LOANS RECEIVABLE
FIRST INDEPENDENT BANK #772
For the period beginning April 21, 2013 and ending March 31, 2014

<u>Date</u>	<u>Payor</u>	<u>Amount</u>	<u>Totals</u>
COLLECTIONS ON LOANS RECEIVABLE:			
11/8/13	White Pine Lumber Co	\$ 39,588.41	
12/18/13	White Pine Lumber Co	63,815.89	
3/17/14	White Pine Lumber Co	13,108.98	
	Total White Pine Lumber Co- Loan #1	<u>116,513.28</u>	
6/18/13	Homecamp Land & Livestock	5,050.27	
7/26/13	Homecamp Land & Livestock	98,415.41	
	Total Homecamp Land & Livestock	<u>103,465.68</u>	
5/31/13	Todd Jaksick Family Trust	60.16	
	Total Todd Jaksick Family Trust	<u>60.16</u>	
7/26/13	Bright Holland Co	12,830.00	
	Total Bright Holland Co	<u>12,830.00</u>	
8/28/13	Duck Lake Ranch LLC	9,025.00	
	Total Duck Lake Ranch, LLC	<u>\$ 9,025.00</u>	
TOTAL COLLECTIONS ON LOANS RECEIVABLE			<u><u>\$ 241,894.12</u></u>

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1E - COLLECTIONS ON INVESTMENTS
FIRST INDEPENDENT BANK #772
 For the period beginning April 21, 2013 and ending March 31, 2014

<u>Date</u>	<u>Payor</u>	<u>Amount</u>	<u>Totals</u>
COLLECTIONS ON INVESTMENTS:			
7/30/13	SSJ LLC	\$ 115,000.00	
7/30/13	SSJ LLC	53,000.00	
8/22/13	SSJ LLC	50,000.00	
8/29/13	SSJ LLC	84,000.00	
9/20/13	SSJ LLC	250,000.00	
10/15/13	SSJ LLC	149,975.00	
	Total SSJ, LLC	<u>701,975.00</u>	
5/31/13	Basecamp LLC	442.50	
6/18/13	Basecamp LLC	442.61	
7/24/13	Basecamp LLC	442.50	
8/20/13	Basecamp LLC	442.50	
9/25/13	Basecamp LLC	480.11	
2/25/14	Basecamp LLC	173.17	
	Total Basecamp LLC	<u>2,423.39</u>	
12/2/13	Markhor Investment Company, LLC	76,894.47	
	Total Markhor Investment Co	<u>\$ 76,894.47</u>	
TOTAL COLLECTIONS ON INVESTMENTS			<u><u>\$ 781,292.86</u></u>

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1F - LOANS MADE AND ADVANCES
FIRST INDEPENDENT BANK #772
For the period beginning April 21, 2013 and ending March 31, 2014

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Totals</u>
LOANS MADE AND ADVANCES:			
9/11/13	9086	MONTREUX HOMEOWNERS ASSOCIATIO	\$ 1,550.00
10/29/13	9096	PIERRE HASCHEFF	775.00
		Total ALSB Ltd	<u>2,325.00</u>
8/8/13	EFT	BBB INVESTMENTS	1,338.96
9/30/13	EFT	BBB INVESTMENTS	1,352.46
10/9/13	9108	BBB INVESTMENTS	1,400.00
11/8/13	EFT	BBB INVESTMENTS	1,350.00
12/11/13	EFT	BBB INVESTMENTS	1,400.00
1/9/14	EFT	BBB INVESTMENTS	1,380.00
2/11/14	EFT	BBB INVESTMENTS	1,400.00
3/11/14	EFT	BBB INVESTMENTS	1,400.00
		Total BBB Investments LLC	<u>11,021.42</u>
7/25/13	9037	AMERICAN AG CREDIT	127,380.06
11/29/13	9142	DAVE JAMIESON	2,500.00
1/31/14	9208	DAVE JAMIESON	2,500.00
		Total Bright Holland Company	<u>132,380.06</u>
3/3/14	EFT	DUCK FLAT RANCH LLC	100.00
		Total Dnck Flat Ranch LLC	<u>100.00</u>
2/27/14	9245	SAMMY SUPERCUB SERIES A	100.00
		Total Duck Lake Ranch LLC	<u>100.00</u>
3/3/14	EFT	FLY RANCH LLC	100.00
		Total Fly Ranch LLC	<u>100.00</u>
3/3/14	EFT	SST WESTRIDGE LLC	100.00
		Total SST Westridge LLC	<u>100.00</u>
9/12/13	9092	AMERICAN AG CREDIT	105,510.76
		Total Todd Jaksick Family Trust	<u>105,510.76</u>
6/18/13	EFT	TOIYABE INVESTMENT CO	1,745.00
7/8/13	EFT	TOIYABE INVESTMENT CO	3,632.00
7/17/13	EFT	TOIYABE INVESTMENT CO	75.00
8/16/13	EFT	TOIYABE INVESTMENT CO	3,607.57
9/30/13	EFT	TOIYABE INVESTMENT CO	3,700.00
10/15/13	EFT	TOIYABE INVESTMENT CO	1,600.00
12/18/13	EFT	TOIYABE INVESTMENT CO	2,300.00
		Toiyabe Investment Co Total	<u>16,659.57</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1F - LOANS MADE AND ADVANCES
FIRST INDEPENDENT BANK #772
For the period beginning April 21, 2013 and ending March 31, 2014

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Totals</u>
LOANS MADE AND ADVANCES (continued):			
7/17/13	9026	WENDY JAKSICK	1,000.00
7/24/13	9034	WENDY JAKSICK	1,045.00
8/2/13	9042	THOMAS PEREGRIN	1,600.00
8/2/13	9043	WENDY JAKSICK	1,087.00
8/8/13	9050	WENDY JAKSICK	180.00
8/14/13	9051	WENDY JAKSICK	2,000.00
8/14/13	9055	WENDY JAKSICK	1,500.00
8/21/13	9064	WENDY JAKSICK	1,400.00
9/3/13	9070	THOMAS PEREGRIN	1,600.00
9/3/13	9072	WENDY JAKSICK	1,994.00
9/16/13	9090	WENDY JAKSICK	1,630.00
10/1/13	9104	THOMAS PEREGRIN	1,600.00
10/1/13	9103	WENDY JAKSICK	2,579.00
10/15/13	9118	WENDY JAKSICK	2,000.00
11/1/13	9135	WENDY JAKSICK	2,075.00
11/8/13	9139	WENDY JAKSICK	500.00
11/15/13	9146	WENDY JAKSICK	2,000.00
12/2/13	9153	WENDY JAKSICK	2,000.00
12/13/13	9186	WENDY JAKSICK	1,473.00
12/31/13	9196	WENDY JAKSICK	2,000.00
1/15/14	9205	WENDY JAKSICK	1,168.00
2/4/14	9218	WENDY JAKSICK	2,074.00
2/27/14	9243	WENDY JAKSICK	2,096.00
3/19/14	9262	WENDY JAKSICK	1,450.00
3/31/14	9265	WENDY JAKSICK	1,750.00
3/31/14	9266	WENDY JAKSICK	250.00
Total Wendy Jaksick			40,051.00

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1F - LOANS MADE AND ADVANCES
FIRST INDEPENDENT BANK #772
For the period beginning April 21, 2013 and ending March 31, 2014

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Totals</u>
LOANS MADE AND ADVANCES (continued):			
7/18/13	EFT	09 CHEVY PAYMENT AFTER PURCHASE	832.66
7/25/13	9038	AMERICAN AG CREDIT	17,714.39
7/25/13	9039	AMERICAN AG CREDIT	17,714.39
7/25/13	9040	AMERICAN AG CREDIT	17,714.39
8/2/13	EFT	TRANSFER TO WPR	26,837.00
8/28/13	EFT	TRANSFER TO WPR	1,000.00
8/29/13	EFT	TRANSFER TO WPR	55,485.00
8/29/13	EFT	TRANSFER TO WPR	5,000.00
9/30/13	EFT	TRANSFER TO WPR	27,500.00
10/11/13	9122	WHITE PINE RANCH	33,206.00
10/23/13	EFT	09 CHEVY PYMT	795.44
10/23/13	EFT	EQUINOX PYMT	527.15
11/12/13	EFT	09 CHEVY SILVERADO PAYMENT	390.22
11/12/13	EFT	EQUINOX PAYMENT	256.27
12/12/13	EFT	09 CHEVY SILVERADO PAYMENT	390.22
12/12/13	EFT	EQUINOX PAYMENT	256.27
1/12/14	EFT	09 CHEVY SILVERADO PAYMENT	390.22
1/12/14	EFT	EQUINOX PAYMENT	256.27
2/12/14	EFT	EQUINOX PAYMENT	256.27
3/3/14	9248	AMERICAN AG CREDIT	6,681.48
3/12/14	EFT	EQUINOX PAYMENT	256.27
3/17/14	9260	AMERICAN AG CREDIT	6,681.48
Total White Pine Lumber Company			220,141.39
TOTAL LOANS MADE AND ADVANCES			\$ 528,489.20

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1G - INVESTMENTS MADE
FIRST INDEPENDENT BANK #772
For the period beginning April 21, 2013 and ending March 31, 2014

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Totals</u>
INVESTMENTS MADE:			
6/14/13	9003	AT & T	\$ 80.72
6/14/13	9004	ATT LONG DISTANCE	77.27
6/14/13	9005	BURGARELLO ALARM	267.24
6/14/13	9006	NV ENERGY	122.61
6/14/13	9007	WASTE MANAGEMENT	65.82
6/14/13	EFT	TRANSFER TO COVER LCR NSF	1,200.00
7/2/13	9009	LAKECREST REALTY	500.00
11/26/13	9167	NEVADA SECRETARY OF STATE	325.00
11/29/13	9179	LAKECREST REALTY	2,200.00
		Total Lakecrest Realty Inc	4,838.66
9/10/13	9093	AMERICAN AG CREDIT	41,008.31
		Total SJ Ranch LLC	41,008.31
11/26/13	9164	NEVADA SECRETARY OF STATE	325.00
12/11/13	EFT	TO SSJ LLC TO COVER BANK FEES CAUSING NSF	100.00
3/17/14	EFT	TRANSFER TO SSJ LLC	1,800.00
		Total SSJ LLC	2,225.00
7/2/13	9010	BUCKHORN LAND & LIVESTOCK	51,885.00
7/10/13	EFT	BUCKHORN LAND & LIVESTOCK	8,900.00
8/14/13	EFT	BUCKHORN LAND & LIVESTOCK	11,311.00
8/14/13	EFT	BUCKHORN LAND & LIVESTOCK	7,000.00
8/16/13	EFT	BUCKHORN LAND & LIVESTOCK	600.00
9/30/13	EFT	BUCKHORN LAND & LIVESTOCK	11,958.00
12/31/13	EFT	METLIFE	2,682.50
		Total Buckhorn Land and Livestock LLC	94,336.50
TOTAL INVESTMENTS MADE			\$ 142,408.47

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1H - EXPENSES
FIRST INDEPENDENT BANK #772
For the period beginning April 21, 2013 and ending March 31, 2014

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Principal</u>	<u>Income</u>	<u>Totals</u>
EXPENSES:					
8/21/13	9061	ROSSMANN MACDONALD AND BENETTI	\$ 25,000.00	\$ 25,000.00	\$ 50,000.00
10/11/13	9123	ROSSMANN MACDONALD AND BENETTI	2,500.00	2,500.00	5,000.00
12/16/13	9195	ROSSMANN MACDONALD AND BENETTI	1,250.00	1,250.00	2,500.00
		Total accounting fees	<u>28,750.00</u>	<u>28,750.00</u>	<u>57,500.00</u>
8/14/13	9052	WILLIAM G. KIMMEL		2,500.00	2,500.00
10/9/13	9109	STERLING AIR, LTD		550.00	550.00
10/28/13	9134	LEE B SMITH AND ASSOCIATES		5,000.00	5,000.00
10/28/13	9133	WILLIAM G. KIMMEL		5,000.00	5,000.00
11/26/13	9174	LEE B SMITH AND ASSOCIATES		5,000.00	5,000.00
11/29/13	9155	WILLIAM G. KIMMEL		4,500.00	4,500.00
12/16/13	9194	LEE B SMITH AND ASSOCIATES		5,000.00	5,000.00
1/2/14	9197	WILLIAM G. KIMMEL		3,000.00	3,000.00
1/14/14	9198	WILLIAM G. KIMMEL		9,500.00	9,500.00
		Total appraisal fees	<u>-</u>	<u>40,050.00</u>	<u>40,050.00</u>
6/30/13	EFT	FIRST INDEPENDENT BANK		13.50	13.50
7/31/13	EFT	FIRST INDEPENDENT BANK		35.00	35.00
7/31/13	EFT	FIRST INDEPENDENT BANK		13.50	13.50
7/31/13	EFT	FIRST INDEPENDENT BANK		10.00	10.00
7/31/13	EFT	FIRST INDEPENDENT BANK		5.00	5.00
7/31/13	EFT	FIRST INDEPENDENT BANK		5.00	5.00
9/30/13	EFT	FIRST INDEPENDENT BANK		35.00	35.00
9/30/13	EFT	FIRST INDEPENDENT BANK		13.50	13.50
9/30/13	EFT	FIRST INDEPENDENT BANK		5.00	5.00
10/31/13	EFT	FIRST INDEPENDENT BANK		35.00	35.00
10/31/13	EFT	FIRST INDEPENDENT BANK		25.00	25.00
10/31/13	EFT	FIRST INDEPENDENT BANK		13.50	13.50
10/31/13	EFT	FIRST INDEPENDENT BANK		10.00	10.00
10/31/13	EFT	FIRST INDEPENDENT BANK		5.00	5.00
11/30/13	EFT	FIRST INDEPENDENT BANK		35.00	35.00
11/30/13	EFT	FIRST INDEPENDENT BANK		13.50	13.50
11/30/13	EFT	FIRST INDEPENDENT BANK		5.00	5.00
12/31/13	EFT	FIRST INDEPENDENT BANK		13.50	13.50
12/31/13	EFT	FIRST INDEPENDENT BANK		30.00	30.00
12/31/13	EFT	FIRST INDEPENDENT BANK		10.00	10.00
12/31/13	EFT	FIRST INDEPENDENT BANK		10.00	10.00
1/31/14	EFT	FIRST INDEPENDENT BANK		35.00	35.00
1/31/14	EFT	FIRST INDEPENDENT BANK		35.00	35.00
1/31/14	EFT	FIRST INDEPENDENT BANK		13.50	13.50
1/31/14	EFT	FIRST INDEPENDENT BANK		5.00	5.00
1/31/14	EFT	FIRST INDEPENDENT BANK		5.00	5.00
2/28/14	EFT	FIRST INDEPENDENT BANK		70.00	70.00
2/28/14	EFT	FIRST INDEPENDENT BANK		35.00	35.00

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1H - EXPENSES
FIRST INDEPENDENT BANK #772
For the period beginning April 21, 2013 and ending March 31, 2014

Date	Check #	Payee	Principal	Income	Totals
EXPENSES (continued):					
2/28/14	EFT	FIRST INDEPENDENT BANK		30.00	30.00
2/28/14	EFT	FIRST INDEPENDENT BANK		13.50	13.50
2/28/14	EFT	FIRST INDEPENDENT BANK		5.00	5.00
2/28/14	EFT	FIRST INDEPENDENT BANK		5.00	5.00
		Total bank charges	<u>-</u>	<u>593.00</u>	<u>593.00</u>
7/19/13	9029	MARIA LUISA JACOB		100.00	100.00
8/30/13	9068	MARIA LUISA JACOB		100.00	100.00
9/27/13	9098	MARISOL VILLA-CANO		100.00	100.00
10/25/13	9127	MARISOL VILLA-CANO		100.00	100.00
		Total cleaning	<u>-</u>	<u>400.00</u>	<u>400.00</u>
8/15/13	9057	ARLO STOCKHAM		1,153.28	1,153.28
9/13/13	9085	ARLO STOCKHAM		1,153.28	1,153.28
10/15/13	9112	ARLO STOCKHAM		1,153.28	1,153.28
11/25/13	9147	ARLO STOCKHAM		1,153.28	1,153.28
12/13/13	9185	ARLO STOCKHAM		1,153.28	1,153.28
1/15/14	9204	ARLO STOCKHAM		1,153.28	1,153.28
2/14/14	9222	ARLO STOCKHAM		1,153.28	1,153.28
3/14/14	9258	ARLO STOCKHAM		1,153.28	1,153.28
		Total employee benefits	<u>-</u>	<u>9,226.24</u>	<u>9,226.24</u>
8/6/13	9044	JUAN RANGEL		140.00	140.00
8/21/13	9060	JUAN RANGEL		140.00	140.00
9/20/13	9091	JUAN RANGEL		140.00	140.00
10/15/13	9113	JUAN RANGEL		140.00	140.00
11/25/13	9148	JUAN RANGEL		140.00	140.00
		Total gardening	<u>-</u>	<u>700.00</u>	<u>700.00</u>
8/8/13	9047	SADDLEHORN HOA		155.00	155.00
11/26/13	9161	SADDLEHORN HOA		155.00	155.00
2/20/14	9229	SADDLEHORN HOA		155.00	155.00
		Total homeowners association dues	<u>-</u>	<u>465.00</u>	<u>465.00</u>
10/15/13	9115	COLORADO DEPARTMENT OF REVENUE	19,035.00		19,035.00
10/15/13	9114	INTERNAL REVENUE SERVICE	15,315.00		15,315.00
11/25/13	9150	COLORADO DEPARTMENT OF REVENUE	1,697.00		1,697.00
		Total income taxes	<u>36,047.00</u>	<u>-</u>	<u>36,047.00</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1H - EXPENSES
FIRST INDEPENDENT BANK #772
For the period beginning April 21, 2013 and ending March 31, 2014

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Principal</u>	<u>Income</u>	<u>Totals</u>
EXPENSES (continued):					
7/23/13	EFT	HARTFORD INSURANCE PAYMENT		941.00	941.00
7/23/13	EFT	HARTFORD INSURANCE PAYMENT		426.00	426.00
11/13/13	EFT	HARTFORD INSURANCE PAYMENT		2,403.00	2,403.00
2/6/14	9209	MT ROSE INSURANCE		306.25	306.25
3/1/14	EFT	QUAIL ROCK RENTERS INSURANCE		108.11	108.11
3/31/14	EFT	QUAIL ROCK RENTERS INSURANCE		108.11	108.11
		Total insurance	-	4,292.47	4,292.47
6/26/13	9031	ROGER M MORRIS, LLC	2,500.00	2,500.00	5,000.00
7/10/13	9015	PALMER LAW, CHTD	1,750.00	1,750.00	3,500.00
7/15/13	9021	PALMER LAW, CHTD	1,250.00	1,250.00	2,500.00
8/21/13	9062	MAUPIN COX & LEGOY	5,000.00	5,000.00	10,000.00
8/21/13	9063	ROGER M MORRIS, LLC	5,000.00	5,000.00	10,000.00
9/10/13	9087	MAUPIN COX & LEGOY	5,000.00	5,000.00	10,000.00
10/1/13	9105	PALMER LAW, CHTD	1,000.00	1,000.00	2,000.00
10/8/13	9107	ROGER M MORRIS, LLC	5,000.00	5,000.00	10,000.00
10/11/13	9121	MAUPIN COX & LEGOY	2,500.00	2,500.00	5,000.00
11/1/13	9128	ROGER M MORRIS, LLC	5,000.00	5,000.00	10,000.00
11/25/13	9151	MAUPIN COX & LEGOY	2,500.00	2,500.00	5,000.00
11/25/13	9152	ROGER M MORRIS, LLC	5,000.00	5,000.00	10,000.00
12/16/13	9193	ROGER M MORRIS, LLC	2,500.00	2,500.00	5,000.00
12/18/13	9192	MAUPIN COX & LEGOY	2,500.00	2,500.00	5,000.00
1/31/14	9217	MAUPIN COX & LEGOY	2,500.00	2,500.00	5,000.00
1/31/14	9227	ROGER M MORRIS, LLC	1,250.00	1,250.00	2,500.00
		Total legal fees	50,250.00	50,250.00	100,500.00
6/14/13	9000	WASHOE COUNTY RECORDER		38.00	38.00
7/12/13	9017	COLORADO DIVISION OF GAMING		2,500.00	2,500.00
7/29/13	EFT	NV SOS		100.00	100.00
9/5/13	EFT	NV SOS		325.00	325.00
3/17/14	EFT	NV SOS		325.00	325.00
		Total licenses and permits	-	3,288.00	3,288.00
3/31/14	EFT	FIB REFINANCE LOAN FEES		500.00	500.00
		Total loan fees	-	500.00	500.00

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1H - EXPENSES
FIRST INDEPENDENT BANK #772
For the period beginning April 21, 2013 and ending March 31, 2014

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Principal</u>	<u>Income</u>	<u>Totals</u>
EXPENSES (continued):					
7/10/13	EFT	REIMB BOFACC FOR FUNERAL COSTS	1,160.99		1,160.99
7/10/13	EFT	REIMB BOFACC FOR FUNERAL COSTS - WA	5,324.03		5,324.03
7/10/13	EFT	REIMB BOFACC FOR FUNERAL COSTS - WA	1,298.09		1,298.09
8/26/13	9067	DAWN JAKSICK	945.00		945.00
8/27/13	EFT	REIMBURSE BOFA CC FOR FUNERAL COSTS	2,625.00		2,625.00
9/25/13	CASH	CASH	200.00		200.00
10/8/13	9106	MOUNTAIN VIEW CEMETERY	857.50		857.50
		Total memorial and related services	<u>12,410.61</u>	<u>-</u>	<u>12,410.61</u>
7/24/13	9036	WENDY JAKSICK	253.25		253.25
11/1/13	9138	MT. ROSE MINI STORAGE		242.00	242.00
1/15/14	9206	DAWN JAKSICK		428.00	428.00
2/26/14	9232	DAWN JAKSICK		40.00	40.00
3/13/14	9254	DAWN JAKSICK		79.00	79.00
		Total miscellaneous	<u>253.25</u>	<u>789.00</u>	<u>1,042.25</u>
7/18/13	9024	WILDLIFE REVOLUTIONS		2,587.50	2,587.50
1/15/14	9207	JIM CORICA		148.50	148.50
2/26/14	9234	TODD JAKSICK		300.00	300.00
		Total moving expenses	<u>-</u>	<u>3,036.00</u>	<u>3,036.00</u>
9/4/13	9074	CASH		200.00	200.00
2/12/14	9216	LAKERIDGE GOLF COURSE LTD		230.85	230.85
		Total office expense	<u>-</u>	<u>430.85</u>	<u>430.85</u>
10/30/13	9137	EMPLOYMENT SECURITY DIVISION		598.82	598.82
10/31/13	9136	US TREASURY		1,997.91	1,997.91
11/25/13	9149	US TREASURY		694.57	694.57
11/26/13	9175	EMPLOYMENT SECURITY DIVISION		10.99	10.99
2/28/14	EFT	US TREASURY		2,495.20	2,495.20
3/10/14	9250	EMPLOYMENT SECURITY DIVISION		752.44	752.44
		Total payroll taxes	<u>-</u>	<u>6,549.93</u>	<u>6,549.93</u>
9/4/13	9076	FEDEX		36.79	36.79
9/30/13	EFT	UPS		123.63	123.63
11/26/13	9160	FEDEX		36.79	36.79
		Total postage and delivery	<u>-</u>	<u>197.21</u>	<u>197.21</u>
9/3/13	EFT	WASHOE COUNTY TREASURER		1,373.37	1,373.37
2/28/14	EFT	WASHOE COUNTY TREASURER		1,478.23	1,478.23
		Total property taxes	<u>-</u>	<u>2,851.60</u>	<u>2,851.60</u>

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SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1H - EXPENSES
FIRST INDEPENDENT BANK #772
For the period beginning April 21, 2013 and ending March 31, 2014

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Principal</u>	<u>Income</u>	<u>Totals</u>
EXPENSES (continued):					
1/29/14	9211	MONTREUX DEVELOPMENT GROUP LLC		750.00	750.00
3/7/14	9252	MONTREUX DEVELOPMENT GROUP LLC		750.00	750.00
3/7/14	9253	MONTREUX DEVELOPMENT GROUP LLC		750.00	750.00
		Total rent - office	<u>-</u>	<u>2,250.00</u>	<u>2,250.00</u>
9/25/13	CASH	CASH		100.00	100.00
10/24/13	9126	SIERRA AIR		588.13	588.13
		Total repairs	<u>-</u>	<u>688.13</u>	<u>688.13</u>
8/19/13	9058	INCLINE TSS LTD		14,903.00	14,903.00
10/11/13	9117	INCLINE TSS LTD		44,000.00	44,000.00
11/8/13	9141	INCLINE TSS LTD		22,000.00	22,000.00
12/16/13	9188	INCLINE TSS LTD		64,000.00	64,000.00
		Total residential lease	<u>-</u>	<u>144,903.00</u>	<u>144,903.00</u>
7/15/13	9022	JAMES CORICA		244.32	244.32
7/15/13	9018	NANETTE J. CHILDERS		369.40	369.40
7/30/13	9041	NANETTE J. CHILDERS		461.75	461.75
8/15/13	9054	ARLO R. STOCKHAM		1,386.89	1,386.89
8/15/13	9056	JAMES CORICA		244.32	244.32
8/15/13	9053	NANETTE J. CHILDERS		369.40	369.40
8/30/13	9066	ARLO R. STOCKHAM		1,386.89	1,386.89
8/30/13	9065	NANETTE J. CHILDERS		369.40	369.40
9/13/13	9083	ARLO R. STOCKHAM		1,386.89	1,386.89
9/13/13	9082	JAMES CORICA		244.32	244.32
9/13/13	9084	NANETTE J. CHILDERS		369.40	369.40
9/30/13	9101	ARLO R. STOCKHAM		1,386.89	1,386.89
9/30/13	9100	JAMES CORICA		244.32	244.32
9/30/13	9099	NANETTE J. CHILDERS		369.40	369.40
10/15/13	9111	ARLO R. STOCKHAM		1,386.89	1,386.89
10/15/13	9110	NANETTE J. CHILDERS		277.05	277.05
10/31/13	9132	ARLO R. STOCKHAM		1,386.89	1,386.89
10/31/13	9131	NANETTE J. CHILDERS		552.02	552.02
11/15/13	9145	ARLO R. STOCKHAM		1,386.89	1,386.89
11/15/13	9144	JAMES CORICA		244.32	244.32
11/15/13	9143	NANETTE J. CHILDERS		369.40	369.40
11/29/13	9177	ARLO R. STOCKHAM		1,386.89	1,386.89
11/29/13	9176	NANETTE J. CHILDERS		369.40	369.40
12/13/13	9182	ARLO R. STOCKHAM		1,386.89	1,386.89
12/13/13	9183	JAMES CORICA		244.32	244.32
12/13/13	9184	NANETTE J. CHILDERS		369.40	369.40
12/31/13	9189	ARLO R. STOCKHAM		1,386.89	1,386.89
12/31/13	9190	NANETTE J. CHILDERS		552.02	552.02

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1H - EXPENSES
FIRST INDEPENDENT BANK #772
For the period beginning April 21, 2013 and ending March 31, 2014

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Principal</u>	<u>Income</u>	<u>Totals</u>
EXPENSES (continued):					
1/15/14	9202	ARLO R. STOCKHAM		1,388.45	1,388.45
1/15/14	9200	JAMES CORICA		244.32	244.32
1/15/14	9201	NANETTE J. CHILDERS		461.75	461.75
1/31/14	9215	ARLO R. STOCKHAM		1,388.45	1,388.45
1/31/14	9214	NANETTE J. CHILDERS		369.40	369.40
2/14/14	9221	ARLO R. STOCKHAM		1,388.45	1,388.45
2/14/14	9220	JAMES CORICA		520.85	520.85
2/14/14	9219	NANETTE J. CHILDERS		369.40	369.40
2/28/14	9242	ARLO R. STOCKHAM		1,388.45	1,388.45
2/28/14	9241	NANETTE J. CHILDERS		424.81	424.81
3/14/14	9256	ARLO R. STOCKHAM		1,388.45	1,388.45
3/14/14	9257	JAMES CORICA		520.85	520.85
3/14/14	9251	NANETTE J. CHILDERS		498.69	498.69
3/31/14	9264	ARLO R. STOCKHAM		1,388.45	1,388.45
3/31/14	9263	NANETTE J. CHILDERS		406.34	406.34
		Total salaries	-	32,279.97	32,279.97
11/26/13	9158	ARKADIN, INC.		100.00	100.00
		Total telephone	-	100.00	100.00
10/11/13	9120	TODD JAKSICK	1,000.00	1,000.00	2,000.00
11/29/13	9178	TODD JAKSICK	1,000.00	1,000.00	2,000.00
12/13/13	9187	TODD JAKSICK	1,000.00	1,000.00	2,000.00
2/13/14	9223	TODD JAKSICK	750.00	750.00	1,500.00
2/13/14	9224	TODD JAKSICK	1,250.00	1,250.00	2,500.00
		Total trustee fees	5,000.00	5,000.00	10,000.00
7/11/13	EFT	UNKNOWN UTILITY PAYMENT		250.85	250.85
8/6/13	EFT	AT&T		592.20	592.20
8/8/13	9049	WASHOE COUNTY TREASURER		321.40	321.40
8/8/13	9048	WASTE MANAGEMENT OF NEVADA		65.82	65.82
8/20/13	9059	NV ENERGY		338.95	338.95
9/4/13	9075	WASHOE COUNTY		125.00	125.00
9/17/13	EFT	AT&T		242.92	242.92
9/17/13	EFT	AT&T		43.84	43.84
9/30/13	EFT	WATER BILL PAID FOR QUAIL ROCK		336.66	336.66
10/16/13	EFT	AT&T		85.09	85.09
10/16/13	EFT	AT&T		51.37	51.37
10/24/13	EFT	NV ENERGY		366.16	366.16
10/24/13	EFT	NV ENERGY		3.50	3.50
11/14/13	EFT	AT&T		265.80	265.80
11/14/13	EFT	AT&T		79.05	79.05
11/26/13	9165	WASHOE COUNTY TREASURER		162.39	162.39

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1H - EXPENSES
FIRST INDEPENDENT BANK #772
For the period beginning April 21, 2013 and ending March 31, 2014

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Principal</u>	<u>Income</u>	<u>Totals</u>
EXPENSES (continued):					
11/26/13	9166	WASTE MANAGEMENT OF NEVADA		65.82	65.82
11/26/13	9159	BURGARELLO ALARM		121.62	121.62
11/26/13	9163	NV ENERGY		186.27	186.27
12/18/13	EFT	AT&T		263.53	263.53
12/18/13	EFT	AT&T		78.84	78.84
1/15/14	EFT	AT&T		267.11	267.11
1/15/14	EFT	AT&T		78.97	78.97
1/29/14	EFT	NV ENERGY		595.29	595.29
1/29/14	EFT	NV ENERGY		3.50	3.50
2/18/14	EFT	AT&T		79.07	79.07
2/18/14	EFT	AT&T		16.25	16.25
2/26/14	9235	WASHOE COUNTY TREASURER		50.27	50.27
2/26/14	9236	WASTE MANAGEMENT OF NEVADA		65.82	65.82
2/26/14	9233	NV ENERGY		207.88	207.88
3/3/14	EFT	AT&T		21.34	21.34
		Total utilities	<u>-</u>	<u>5,432.58</u>	<u>5,432.58</u>
TOTAL EXPENSES			<u>\$132,710.86</u>	<u>\$343,022.98</u>	<u>\$475,733.84</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 11 - DEDUCTIONS TO PAY TRUST DEBTS
FIRST INDEPENDENT BANK #772
For the period beginning April 21, 2013 and ending March 31, 2014

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Principal</u>	<u>Income</u>	<u>Totals</u>
DEDUCTIONS TO PAY TRUST DEBTS:					
9/12/13	9092	AMERICAN AG CREDIT	\$ 87,247.62	\$ 14,125.44	\$101,373.06
		Total Ag Credit (49% joint obligation)	<u>87,247.62</u>	<u>14,125.44</u>	<u>101,373.06</u>
9/4/13	9088	JANENE JAKSICK	10,000.00		10,000.00
2/27/14	9244	JANENE JAKSICK	5,000.00		5,000.00
2/28/14	EFT	JANENE DENTAL INS	28.81		28.81
		Total Janene Jaksick	<u>15,028.81</u>	<u>-</u>	<u>15,028.81</u>
6/26/13	9033	LAKERIDGE GOLF COURSE LTD	17,000.00		17,000.00
9/4/13	9073	LAKERIDGE GOLF COURSE LTD	50,000.00		50,000.00
		Total Lakeridge Golf Course Ltd	<u>67,000.00</u>	<u>-</u>	<u>67,000.00</u>
9/30/13	EFT	MONTREUX DEVELOPMENT GROUP LLC FOR STAN JAKSICK	15,300.00		15,300.00
		Total Stan Jaksick	<u>15,300.00</u>	<u>-</u>	<u>15,300.00</u>
6/26/13	9032	MONTREUX GOLF CLUB LTD	43,000.00		43,000.00
		Total Montreux Golf Club Ltd	<u>43,000.00</u>	<u>-</u>	<u>43,000.00</u>
5/31/13	8968	NEVADA STATE BANK		590.43	590.43
6/14/13	9001	NEVADA STATE BANK		590.43	590.43
7/9/13	9011	NEVADA STATE BANK		595.95	595.95
8/8/13	9046	NEVADA STATE BANK		603.76	603.76
9/4/13	9077	NEVADA STATE BANK		603.20	603.20
9/27/13	9102	NEVADA STATE BANK	5,027.42	180.73	5,208.15
10/28/13	9130	NEVADA STATE BANK		584.28	584.28
11/26/13	9162	NEVADA STATE BANK		565.44	565.44
12/18/13	9191	NEVADA STATE BANK		584.28	584.28
1/10/14	9210	NEVADA STATE BANK		584.28	584.28
2/5/14	9213	NEVADA STATE BANK	5,227.38		5,227.38
3/14/14	9259	NEVADA STATE BANK		509.81	509.81
		Total Nevada State Bank	<u>10,254.80</u>	<u>5,992.59</u>	<u>16,247.39</u>
10/29/13	9096	PIERRE HASCHEFF	2,225.00		2,225.00
10/29/13	9125	PIERRE HASCHEFF	3,000.00		3,000.00
12/2/13	9180	PIERRE HASCHEFF	3,000.00		3,000.00
1/15/14	9199	PIERRE HASCHEFF	3,000.00		3,000.00
2/24/14	9230	PIERRE HASCHEFF	3,000.00		3,000.00
3/18/14	9261	PIERRE HASCHEFF	3,000.00		3,000.00
		Total Pierre Hascheff Chtd	<u>17,225.00</u>	<u>-</u>	<u>17,225.00</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1I - DEDUCTIONS TO PAY TRUST DEBTS
FIRST INDEPENDENT BANK #772
For the period beginning April 21, 2013 and ending March 31, 2014

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Principal</u>	<u>Income</u>	<u>Totals</u>
DEDUCTIONS TO PAY TRUST DEBTS:					
8/30/13	9069	CHASE	3,384.53	2,673.73	6,058.26
10/11/13	9119	CHASE	1,029.00	990.42	2,019.42
11/29/13	9154	CHASE	3,659.10	3,138.92	6,798.02
2/26/14	9231	CHASE	2,434.61	1,933.59	4,368.20
		Total Quail Rock Mortgage	<u>10,507.24</u>	<u>8,736.66</u>	<u>19,243.90</u>
6/14/13	9002	WESTERN ALLIANCE BANK		3,507.06	3,507.06
7/9/13	9012	WESTERN ALLIANCE BANK		3,507.06	3,507.06
7/22/13	9030	WESTERN ALLIANCE BANK		116.92	116.92
8/8/13	9045	WESTERN ALLIANCE BANK		3,623.98	3,623.98
9/4/13	9078	WESTERN ALLIANCE BANK		3,623.97	3,623.97
10/11/13	9124	WESTERN ALLIANCE BANK		2,857.06	2,857.06
10/28/13	9129	WESTERN ALLIANCE BANK		650.00	650.00
11/29/13	9181	WESTERN ALLIANCE BANK		5,361.58	5,361.58
2/13/14	9225	WESTERN ALLIANCE BANK		2,680.79	2,680.79
2/13/14	9226	WESTERN ALLIANCE BANK		2,680.79	2,680.79
2/19/14	9228	WESTERN ALLIANCE BANK		2,071.22	2,071.22
3/31/14	EFT	WESTERN ALLIANCE BANK		1,914.13	1,914.13
		Total Western Alliance Bank	<u>-</u>	<u>32,594.56</u>	<u>32,594.56</u>
2/13/14	EFT	WHITE PINE LUMBER COMPANY	16,212.00		16,212.00
		White Pine Lumber Co Total	<u>16,212.00</u>	<u>-</u>	<u>16,212.00</u>
TOTAL DEDUCTIONS TO PAY TRUST DEBTS			<u><u>\$281,775.47</u></u>	<u><u>\$ 61,449.25</u></u>	<u><u>\$343,224.72</u></u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 2 - SUMMARY OF ACCOUNT
RBC WEALTH MANAGEMENT

For the period beginning April 21, 2013 and ending March 31, 2014

<u>Date</u>	<u>Payor</u>	<u>Description</u>	<u>Amount</u>	<u>Totals</u>
ASSETS ON HAND APRIL 21, 2013				\$ 8,287.68
ADDITIONS:				
<u>Receipts of income</u>				
4/30/13	RBC US Govt mm	dividend income	\$ 0.08	
5/31/13	RBC US Govt mm	dividend income	0.07	
6/30/13	RBC US Govt mm	dividend income	0.06	
7/31/13	RBC US Govt mm	dividend income	0.07	
8/31/13	RBC US Govt mm	dividend income	0.07	
9/30/13	RBC US Govt mm	dividend income	0.07	
10/2/13	RBC US Govt mm	dividend income	0.02	
	Total dividend income		<u>0.44</u>	
TOTAL ADDITIONS				0.50
TOTAL CHARGEABLE ASSETS				<u>\$ 8,288.18</u>
DEDUCTIONS:				
<u>Transfers</u>				
10/15/13	First Independent Bank #772	Transfer		<u>8,288.12</u>
TOTAL DEDUCTIONS:				<u>\$ 8,288.12</u>
ASSETS ON HAND, MARCH 31, 2014				<u>\$ -</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 3 - SUMMARY OF ACCOUNT
UMPQUA BANK

For the period beginning April 21, 2013 and ending March 31, 2014

<u>Date</u>	<u>Payor</u>	<u>Description</u>	<u>Amount</u>	<u>Totals</u>
ASSETS ON HAND APRIL 21, 2013				<u>\$ 33,052.90</u>
ADDITIONS:				
<u>Receipts of income</u>				
5/15/13	Umpqua Bank	interest	\$ 0.25	
6/15/13	Umpqua Bank	interest	<u>0.32</u>	
	Total interest income		<u>0.57</u>	
TOTAL ADDITIONS				0.57
TOTAL CHARGEABLE ASSETS				<u><u>\$ 33,053.47</u></u>
DEDUCTIONS:				
<u>Transfers</u>				
7/2/13	First Independent Bank #772	Transfer		<u>33,053.47</u>
TOTAL DEDUCTIONS:				<u><u>\$ 33,053.47</u></u>
ASSETS ON HAND, MARCH 31, 2014				<u><u>\$ -</u></u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 4 - SUMMARY OF ACCOUNT
FIRST INDEPENDENT BANK - DRAWING ACCOUNT
For the period beginning April 21, 2013 and ending March 31, 2014

<u>Date</u>	<u>Payor</u>	<u>Description</u>	<u>Amount</u>	<u>Totals</u>
ASSETS ON HAND APRIL 21, 2013				<u>\$ 2,926.71</u>
ADDITIONS:				
<u>Investments collected</u>				
4/24/13	Basecamp LLC	return of principal	<u>\$ 442.50</u>	
<u>Receipts of income</u>				
4/24/13	US Treasury	Social Security income	\$ 2,201.00	
4/24/13	Lakeridge Golf Course	Wages	<u>1,402.96</u>	
	Total receipts of income		<u>3,603.96</u>	
TOTAL ADDITIONS				4,046.46
TOTAL CHARGEABLE ASSETS				<u><u>\$ 6,973.17</u></u>
DEDUCTIONS:				
<u>Loans</u>				
4/30/13	Mike Letsch	Advance, White Pine Lumber Co		850.00
<u>Investment</u>				
6/13/13	Lakecrest Realty	Investment		231.00
<u>Payment of debts</u>				
4/29/13	American Express Card	payment on account		2,677.20
<u>Transfers</u>				
7/2/13	First Independent Bank #772	Transfer		3,214.97
TOTAL DEDUCTIONS:				<u><u>\$ 6,973.17</u></u>
ASSETS ON HAND, MARCH 31, 2014				<u><u>\$ -</u></u>

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 5 - SUMMARY OF ACCOUNT
WELLS FARGO CHECKING

For the period beginning April 21, 2013 and ending March 31, 2014

<u>Date</u>	<u>Payor</u>	<u>Description</u>	<u>Amount</u>	<u>Totals</u>
ASSETS ON HAND APRIL 21, 2013				\$ 8,737.28
ADDITIONS:				
<u>Receipts from income</u>				
4/30/13	Wells Fargo	Interest	\$ 0.05	
	Total interest income		0.05	
<u>Transfers</u>				
1/7/14	Wells Fargo Savings	Transfer	65.00	
	Total Transfers		65.00	
TOTAL ADDITIONS				65.05
TOTAL CHARGEABLE ASSETS				\$ 8,802.33
DEDUCTIONS:				
<u>Transfers</u>				
4/22/13	Wells Fargo Savings	Transfer	75.00	
5/20/13	Wells Fargo Savings	Transfer	75.00	
6/20/13	Wells Fargo Savings	Transfer	75.00	
1/21/14	Wells Fargo Savings	Transfer	75.00	
	Total Transfers			300.00
<u>Loans</u>				
4/24/13	Advance, Duck Lake Ranch LLC			8,500.00
<u>Deductions from principal</u>				
4/30/13	US Treasury, Income Taxes			0.01
TOTAL DEDUCTIONS:				\$ 8,800.01
ASSETS ON HAND, MARCH 31, 2014				\$ 2.32

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 6 - SUMMARY OF ACCOUNT
WELLS FARGO SAVINGS

For the period beginning April 21, 2013 and ending March 31, 2014

<u>Date</u>	<u>Payor</u>	<u>Description</u>	<u>Amount</u>	<u>Totals</u>
ASSETS ON HAND APRIL 21, 2013				\$ 450.48
ADDITIONS:				
<u>Receipts from income</u>				
4/30/13	Wells Fargo	interest	\$ 0.02	
7/31/13	Wells Fargo	interest	0.01	
8/30/13	Wells Fargo	interest	0.01	
11/29/13	Wells Fargo	interest	0.01	
2/28/14	Wells Fargo	interest	0.01	
	Total interest income		<u>0.06</u>	
<u>Transfers</u>				
4/22/13	Wells Fargo Checking	Funds transfer	75.00	
5/20/13	Wells Fargo Checking	Funds transfer	75.00	
6/20/13	Wells Fargo Checking	Funds transfer	75.00	
1/21/14	Wells Fargo Checking	Funds transfer	75.00	
	Total transfers		<u>300.00</u>	
TOTAL ADDITIONS				300.06
TOTAL CHARGEABLE ASSETS				<u>\$ 750.54</u>
DEDUCTIONS:				
<u>Bank Charges</u>				
7/31/13	Wells Fargo	Bank Charges	\$ 10.00	
8/30/13	Wells Fargo	Bank Charges	10.00	
9/30/13	Wells Fargo	Bank Charges	10.00	
10/31/13	Wells Fargo	Bank Charges	10.00	
11/29/13	Wells Fargo	Bank Charges	10.00	
12/31/13	Wells Fargo	Bank Charges	10.00	
3/31/14	Wells Fargo	Bank Charges	10.00	
	Total Bank Charges			70.00
<u>Loans</u>				
8/5/13	ALSB, LTD	Advance	9.11	
10/11/13	ALSB, LTD	Advance	16.00	
	Total Advance, ALSB, LTD		<u>25.11</u>	
4/24/13	Duck Lake Ranch LLC	Advance	525.00	
	Total Loans			550.11
<u>Transfers</u>				
1/7/14	Wells Fargo Checking	Funds transfer	65.00	
	Total transfers			65.00
TOTAL DEDUCTIONS:				<u>\$ 685.11</u>
ASSETS ON HAND, MARCH 31, 2014				<u>\$ 65.43</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 7 - SUMMARY OF ACCOUNT
BANK OF AMERICA CHECKING
For the period beginning April 21, 2013 and ending March 31, 2014

<u>Date</u>	<u>Payor</u>	<u>Description</u>	<u>Totals</u>
ASSETS ON HAND APRIL 21, 2013			<u>\$ 795.82</u>
TOTAL CHARGEABLE ASSETS			<u><u>\$ 795.82</u></u>
DEDUCTIONS:			
<u>Transfers:</u>			
10/23/13	First Independent Bank #772	Funds transfer	<u>\$ 795.82</u>
TOTAL DEDUCTIONS:			<u><u>\$ 795.82</u></u>
ASSETS ON HAND, MARCH 31, 2014			<u><u>\$ -</u></u>

EXHIBIT 6.a

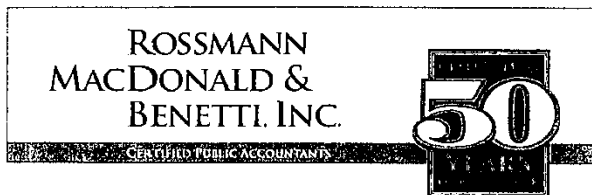
EXHIBIT 6.a

EXHIBIT 6.a

SAMUEL S JAKSICK JR FAMILY TRUST
FINANCIAL STATEMENTS
April 1, 2014 to March 31, 2015

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ACCOUNTANT'S COMPILATION REPORT

To the trustees of
Samuel S Jaksick Jr Family Trust
Reno, Nevada

We have compiled the accompanying summary of account of the Samuel S Jaksick Jr Family Trust, and the related schedules as of March, 31, 2015, and for the period April 1, 2014 to March 31, 2015. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America.

The trustees of the Samuel S Jaksick Jr Family Trust are responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

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

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

We are not independent with respect to the Samuel S Jaksick Jr Family Trust

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

October 18, 2015

SAMUEL S JAKSICK JR FAMILY TRUST
SUMMARY OF ACCOUNT
For the period beginning April 1, 2014 and ending March 31, 2015

	<u>Schedule</u>	<u>Amounts</u>	<u>Totals</u>
ASSETS ON HAND, BEGINNING OF YEAR	A		<u>\$ 7,684,293.47</u>
PRINCIPAL BALANCE ON HAND:			
Principal balance on hand, beginning of year	-	\$ 7,879,910.49	
Receipts of principal	B	654,142.62	
Gains	C	43,322.88	
Losses	D	(983,884.86)	
Less: deductions from principal	E	<u>(778,263.75)</u>	
Total principal balance before distributions from principal	-	6,815,227.38	
Distributions from principal	F	<u>\$ (1,166,400.00)</u>	
TOTAL PRINCIPAL BALANCE ON HAND			5,648,827.38
INCOME BALANCE ON HAND:			
Income balance on hand, beginning of year	-	\$ (166,857.16)	
Receipts of income	G	\$ 1,426,094.59	
Less: deductions from income	H	<u>(401,946.59)</u>	
Total income balance before distributions from income	-	857,290.84	
Distributions from income	I	<u>\$ (2,751,136.07)</u>	
TOTAL INCOME BALANCE ON HAND			<u>(1,893,845.23)</u>
TOTAL ASSETS ON HAND, MARCH 31, 2015	J		<u>\$ 3,754,982.15</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE A - ASSETS ON HAND, BEGINNING OF YEAR
As of April 1, 2014

	<u>Schedule</u>	<u>Fiduciary Acquisition Value</u>	<u>Estimated Value</u>
CASH:			
First Independent Bank	1	\$ 20,301.37	\$ 20,301.37
Wells Fargo, Savings account	4	65.43	65.43
Wells Fargo, Checking account	5	2.32	2.32
MARKETABLE SECURITIES:			
United Technologies Corporation (140 shares)	-	13,050.80	13,050.80
PERSONAL PROPERTY:			
Various	-	107,880.00	107,900.00
NOTES AND OTHER RECEIVABLES:	A1	1,162,997.97	1,191,800.00
REAL ESTATE:			
4005 Quail Rock Lane, Reno NV	-	540,000.00	540,000.00
CLOSELY HELD BUSINESSES:	A2	5,839,995.58	5,797,800.00
TOTAL ASSETS ON HAND, APRIL 1, 2014		<u><u>\$ 7,684,293.47</u></u>	<u><u>\$ 7,670,919.92</u></u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE A1 - NOTES AND OTHER RECEIVABLES, BEGINNING OF YEAR
As of April 1, 2014

	Fiduciary Acquisition Value	Estimated Value
NOTES RECEIVABLE:		
Bright Holland Co (Note #1 - including accrued interest of \$22,911.02)	\$ 267,315.68	\$ 267,320.00
ALSB LTD	189,456.84	218,200.00
Todd Jaksick Family Trust (Note #2)	122,000.00	122,000.00
Bright Holland Co (Note #2)	119,550.06	119,560.00
Todd Jaksick Family Trust (Note #3)	105,510.76	105,520.00
White Pine Lumber Co	104,478.11	104,480.00
TBJ SC Trust (including accrued interest of \$587.37)	103,659.16	103,660.00
Todd Jaksick Family Trust (Note #1 - including accrued interest of \$4,993.15)	79,993.15	80,000.00
Advances - Wendy Jaksick	40,051.00	40,060.00
Toiyabe Investment Co	16,659.57	16,660.00
BBB Investments LLC	11,021.42	11,030.00
Jaksick Family LLC (including accrued interest of \$1.22)	2,902.22	2,910.00
Duck Flat Ranch LLC	100.00	100.00
Duck Lake Ranch LLC	100.00	100.00
Fly Ranch LLC	100.00	100.00
SST Westridge LLC	100.00	100.00
TOTAL NOTES RECEIVABLE	<u>\$ 1,162,997.97</u>	<u>\$ 1,191,800.00</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE A2 - CLOSELY HELD BUSINESSES, BEGINNING OF YEAR
As of April 1, 2014

	Fiduciary Acquisition Value	Estimated Value
CLOSELY HELD BUSINESSES:		
Pioneer Group, Inc. (301.05 shares)	4,335,000.00	4,335,000.00
Toiyabe Investment Co (50% interest)	895,000.00	895,000.00
Buckhorn Land & Livestock, LLC (25% interest)	143,336.50	143,000.00
Shakey's USA Inc (80,000 shares)	128,800.00	128,800.00
Duck Flat Ranch LLC (49% interest)	109,000.00	109,000.00
SSJ LLC (100% interest)	43,647.00	43,000.00
Basecamp LLC (18.75% interest)	34,134.11	34,000.00
SST Westridge LLC (25% interest)	28,000.00	28,000.00
Montreux Golf Club Ltd (1% interest)	23,000.00	23,000.00
Samuel S Jaksick Jr IV LLC (100% interest)	20,000.00	20,000.00
Lakecrest Realty (100% interest)	17,069.66	17,000.00
BBB Investments (49% interest)	11,000.00	11,000.00
Lakeridge Golf Course Ltd (1% interest)	8,000.00	8,000.00
Gerlach Green Energy LLC (45% interest)	3,000.00	3,000.00
SJ Ranch LLC (100% interest)	41,008.31	-
ALSB LTD (100% interest)	-	-
Bent Arrow LLC (100% interest)	-	-
Buckhorn Land and Livestock LLC (25% interest)	-	-
Lake-Ridge Corporation (100% interest)	-	-
Sammy Supercub LLC Series A (100% interest)	-	-
Samuel S Jaksick Jr I LLC (100% interest)	-	-
Samuel S Jaksick Jr II LLC (100% interest)	-	-
Spring Mountain NV Development Co (25% interest)	-	-
White Pine Lumber Co (100% interest)	-	-
TOTAL CLOSELY HELD BUSINESSES	\$ 5,839,995.58	\$ 5,797,800.00

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE B - RECEIPTS OF PRINCIPAL
For the period beginning April 1, 2014 and ending March 31, 2015

	<u>Schedule</u>	<u>Totals</u>
RECEIPTS OF PRINCIPAL:		
Loan proceeds received	1	\$ 519,607.00
Non-cash loan proceeds	K	<u>134,535.62</u>
TOTAL RECEIPTS OF PRINCIPAL		<u>\$ 654,142.62</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE C - GAINS
For the period beginning April 1, 2014 and ending March 31, 2015

	<u>Date</u>	<u>Amounts</u>
GAINS		
<u>Canceled Citibank N.A. debt</u>		
Total claim against trust	4/21/2013	\$ 50,240.34
Less: Settlement payment of Citibank N.A. credit card debt	2/24/2015	<u>(10,194.85)</u>
Net gain from canceled Citibank N.A. debt		<u>\$ 40,045.49</u>
<u>Canceled Bank of the West debt</u>		
Total claim against trust	4/21/2013	\$ 3,685.16
Less: Settlement payment of Bank of the West debt	3/4/2015	<u>(760.00)</u>
Net gain from canceled Bank of the West debt		<u>\$ 2,925.16</u>
<u>Canceled American Express Bank debt</u>		
Total claim against trust	4/21/2013	\$ 704.46
Less: Settlement payment of American Express credit card debt	3/13/2015	<u>(352.23)</u>
Net gain from canceled American Express Bank debt		<u>\$ 352.23</u>
TOTAL GAINS		<u>\$ 43,322.88</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE D - LOSSES
For the period beginning April 1, 2014 and ending March 31, 2015

	<u>Date</u>	<u>Amounts</u>
LOSS ON DISTRIBUTION OF INVESTMENTS		
Fair market value of Pioneer Group Inc. stock	1/1/2015	\$ 3,430,754.00
Less: carrying value		<u>(4,335,000.00)</u>
Net loss on distribution of investments		<u>\$ (904,246.00)</u>
LOSSES FROM LIQUIDATIONS OF INVESTMENTS		
<u>Loss from liquidation of Fly Ranch, LLC</u>		
Liquidation proceeds	1/3/2014	\$ -
Less: carrying value		<u>(100.00)</u>
Net loss from liquidation of Fly Ranch, LLC		<u>\$ (100.00)</u>
<u>Loss from liquidation of Lakecrest Realty, Inc.</u>		
Liquidation proceeds	7/17/2014	\$ 100.00
Less: assumed debts of Lakecrest Realty, Inc.		\$ (20,487.63)
Less: carrying value		<u>(15,604.23)</u>
Net loss from liquidation of Lakecrest Realty, Inc.		<u>\$ (35,991.86)</u>
<u>Loss from liquidation of SSJ, LLC</u>		
Liquidation proceeds	7/17/2014	\$ -
Less: carrying value		<u>(43,547.00)</u>
Net loss from liquidation of SSJ, LLC		<u>\$ (43,547.00)</u>
Net losses from liquidation of investments		<u>\$ (79,638.86)</u>
TOTAL LOSSES		<u>\$ (983,884.86)</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE E - DEDUCTIONS FROM PRINCIPAL
For the period beginning April 1, 2014 and ending March 31, 2015

	<u>Schedule</u>	<u>Amounts</u>	<u>Totals</u>
DEDUCTIONS FROM PRINCIPAL:			
<u>Payment of trust debts:</u>			
First Independent Bank #772	1	\$ 322,521.94	
RBC	2	148,920.16	
American AgCredit	3	16,246.64	
Non-cash payments of trust debts	K	<u>94,011.59</u>	
Total payment of trust debts			\$ 581,700.33
<u>Expenses:</u>			
First Independent Bank #772	1	111,456.53	-
RBC	2	<u>85,106.89</u>	
Total expenses			<u>196,563.42</u>
TOTAL DEDUCTIONS FROM PRINCIPAL			<u>\$ 778,263.75</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE F - DISTRIBUTIONS FROM PRINCIPAL
For the period beginning April 1, 2014 and ending March 31, 2015

	<u>Totals</u>
DISTRIBUTIONS FROM PRINCIPAL:	
<u>Specified bequests</u>	
Transfer of 20,000 shares of Shakey's USA, Inc. (representing less than .1% interest) to the Samuel S Jaksick Jr Irrevocable Grandchild Tr No 2 (Luke Jaksick) on August 13, 2013. (NOTE: paperwork was not received regarding the transfer completion until April 2014)	\$ 32,200.00
Transfer of 20,000 shares of Shakey's USA, Inc. (representing less than .1% interest) to the Samuel S Jaksick Jr Irrevocable Grandchild Tr No 3 (Alexi Smrt) on August 13, 2013 (NOTE: paperwork was not received regarding the transfer completion until April 2014).	32,200.00
Transfer of 48.341 shares of Pioneer Group, Inc. (representing a 6% interest) to Todd B Jaksick on January 1, 2015	551,000.00
Transfer of 48.341 shares of Pioneer Group, Inc. (representing a 6% interest) to the Stanley S Jaksick on January 1, 2015	<u>551,000.00</u>
TOTAL DISTRIBUTIONS FROM PRINCIPAL	<u><u>\$ 1,166,400.00</u></u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE G - RECEIPTS OF INCOME
For the period beginning April 1, 2014 and ending March 31, 2015

	<u>Schedule</u>	<u>Totals</u>
RECEIPTS OF INCOME:		
First Independent Bank #772	1	\$ 288,833.57
RBC Wealth Management	2	1,068,242.73
American AgCredit	3	38,142.86
Non-cash receipts	K	<u>30,875.43</u>
TOTAL RECEIPTS OF INCOME		<u>\$ 1,426,094.59</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE H - DEDUCTIONS FROM INCOME
For the period beginning April 1, 2014 and ending March 31, 2015

	<u>Schedule</u>	<u>Amounts</u>	<u>Totals</u>
DEDUCTIONS FROM INCOME:			
<u>Expenses</u>			
First Independent Bank #772	1	\$ 168,627.50	
RBC	2	124,118.87	
Wells Fargo Savings	4	<u>65.43</u>	
Total expenses			\$ 292,811.80
<u>Deductions to pay interest</u>			
First Independent Bank #772	1	87,111.95	
RBC	2	19,633.56	
Non-cash payments of interest	K	<u>2,389.28</u>	
Total deductions to pay interest			<u>109,134.79</u>
TOTAL DEDUCTIONS FROM INCOME			<u><u>\$ 401,946.59</u></u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE I - DISTRIBUTIONS FROM INCOME
For the period beginning April 1, 2014 and ending March 31, 2015

	<u>Totals</u>
DISTRIBUTIONS FROM INCOME:	
<u>Residuary bequests</u>	
Distribution of Note Receivable from Todd B Jaksick Family Trust to the Todd B Jaksick Trust created by the Samuel S Jaksick Jr Family Trust Agreement on June 4, 2014	122,501.36
Distribution of 4.6106 % interest in Note Receivable from Bright Holland Company to the Todd B Jaksick Trust created by the Samuel S Jaksick Jr Family Trust Agreement on June 4, 2014	12,953.66
Distribution of 48.2128 % interest in Note Receivable from Bright Holland Company to the Stanley S Jaksick Trust created by the Samuel S Jaksick Jr Family Trust Agreement on June 4, 2014	135,455.03
Distribution of 47.1766 % interest in Note Receivable from Bright Holland Company to the Wendy Jaksick Trust created by the Samuel S Jaksick Jr Family Trust Agreement on June 4, 2014	132,543.41
Distribution of Note Receivable from Jaksick Family LLC to the Wendy Jaksick Trust created by the Samuel S Jaksick Jr Family Trust Agreement on June 4, 2014	2,911.61
Transfer of 102.184 shares of Pioneer Group, Inc. (representing a 12.6828% interest) to the Todd B Jaksick Trust created under the Samuel S Jaksick Jr Family Trust agreement on January 1, 2015	1,164,377.00
Transfer of 102.184 shares of Pioneer Group, Inc. (representing a 12.6828% interest) to the Stanley S Jaksick Trust created under the Samuel S Jaksick Jr Family Trust agreement on January 1, 2015	1,164,377.00
Tax payment to the Colorado Department of Revenue on behalf of the Wendy Jaksick Trust created under the Samuel S Jaksick Jr Family Trust on January 12, 2015	3,473.00
Tax payment to the Colorado Department of Revenue on behalf of the Stanley S Jaksick Trust created under the Samuel S Jaksick Jr Family Trust on January 12, 2015	6,272.00
Tax payment to the Colorado Department of Revenue on behalf of the Todd Jaksick Trust created under the Samuel S Jaksick Jr Family Trust on January 12, 2015	<u>6,272.00</u>
TOTAL DISTRIBUTIONS FROM INCOME	<u><u>\$ 2,751,136.07</u></u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE J - ASSETS ON HAND, END OF YEAR
As of March 31, 2015

	<u>Schedule</u>	<u>Fiduciary Acquisition Value</u>	<u>Estimated Value</u>
CASH:			
Checking account, First Independent Bank #772	1	\$ 5,462.52	\$ 5,462.52
RBC Wealth Management	2	273,745.77	273,745.77
American AgCredit	3	305,803.19	305,803.19
UNDEPOSITED CHECKS:	-	254.80	254.80
MARKETABLE SECURITIES:			
United Technologies Corporation (140 shares)	-	13,050.80	16,408.00
PERSONAL PROPERTY:			
Various	-	107,880.00	107,880.00
NOTES AND OTHER RECEIVABLES:	J1	914,280.83	914,300.00
REAL ESTATE:			
4005 Quail Rock Lane, Reno NV	-	540,000.00	540,000.00
CLOSELY HELD BUSINESSES:	J2	1,594,504.24	1,517,000.00
TOTAL ASSETS ON HAND, MARCH 31, 2015		<u><u>\$ 3,754,982.15</u></u>	<u><u>\$ 3,680,854.28</u></u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE J1 - NOTES AND OTHER RECEIVABLES, END OF YEAR
As of March 31, 2015

	Fiduciary Acquisition Value	Estimated Value
NOTES AND OTHER RECEIVABLES:		
ALSB LTD Receivable, originally in the amount of \$408,611.88. No set repayment terms. Interest has historically been indexed to the annual federal blended rate prescribed by the IRS which was .28% at December 31, 2014 and changes every year.	\$ 189,456.84	\$ 189,457.00
Note receivable - White Pine Lumber Co Note receivable dated April 30, 2013 originating from a \$850.00 advance to White Pine Lumber Company. Interest is accrued at 1% per annum. Additional advances totaling \$399,206.34 from the trust have been attached to this note by agreement. Interest is payable annually and the principal and accrued interest is payable April 30, 2016. The April 30, 2015 interest payment has been extended to April 30, 2016.	183,813.22	183,814.00
Note receivable - Bright Holland Co (Note #2) Note receivable in the amount of \$127,380.06 dated July 24, 2013 originating from a \$127,380.06 loan payment to American AgCredit on behalf of Bright-Holland Company pursuant to an existing loan guarantee. Interest is accrued at 6.05% per annum which is the interest rate of the underlying loan. One additional payment totaling \$35,203 has been attached to this note by agreement. Interest is payable annually and the principal and accrued interest is payable July 24, 2016. The July 24, 2014 and July 24, 2015 interest payments have been extended to July 24, 2016.	149,753.06	149,754.00
Note receivable - Todd Jaksick Family Trust (Note #3) Note receivable in the amount of \$105,510.76 dated September 1, 2013. The advance originated from a payment to American AgCredit on behalf of Todd Jaksick pursuant to an existing loan guarantee. Principal and accrued interest at 1.5% is payable September 1, 2018.	105,510.76	105,511.00
Note receivable - TBJ SC Trust (including accrued interest of \$587.37) Note receivable, originally in the amount of \$349,129 dated August 17, 2004. Assumed by the TBJ SC Trust June 17, 2015. Interest only payments are payable annually at 4% until August 15, 2013 at which time the principal and accrued interest is payable in full. The note is in default. The Samuel S Jaksick Jr. Family trust directs the trustee to distribute the balance of the note to the TBJ SC Trust for the benefit of Ben and Amanda Jaksick upon the death of Samuel S Jaksick Jr.	103,659.16	103,660.00

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE J1 - NOTES AND OTHER RECEIVABLES, END OF YEAR
As of March 31, 2015

	Fiduciary Acquisition Value	Estimated Value
NOTES AND OTHER RECEIVABLES (continued):		
Note receivable - Todd Jaksick Family Trust (Note #1 - including accrued interest of \$4,993.15) Note receivable, originally in the amount of \$75,000 dated January 31, 2011. Interest only payments are payable annually at 3% per annum until January 31, 2015 at which time the principal and accrued interest is payable in full. The note has been extended to June 30, 2016 by agreement.	79,993.15	79,994.00
Note receivable - Wendy Jaksick Note receivable, originally in the amount of \$59,983.29 dated November 25, 2014. Interest only payments are payable annually at .4% per annum until November 25, 2017 at which time the principal and accrued interest is payable in full.	59,260.29	59,261.00
Note receivable - Toiyabe Investment Co Note receivable dated June 18, 2013 in the amount of \$1,745.00. Interest is accrued at 3% per annum. Originating from a \$1,745.00 advance to Toiyabe Investment Company. Additional advances totaling \$26,672.17 have been attached to this note by agreement. Interest is payable annually and the principal and accrued interest is payable June 18, 2016. The June 18, 2014 and June 18, 2015 interest payments have been extended by agreement.	28,417.17	28,418.00
Note receivable - BBB Investments LLC Note receivable in the amount of \$1,338.96 dated August 8, 2013. Interest is accrued at 3% per annum. Originating from a \$1,338.96 advance to BBB Investments, LLC. Additional advances totaling \$9,682.46 have been attached to this note by agreement. Interest is payable annually and the principal and accrued interest is payable August 8, 2016. The August 8, 2014 and August 8, 2015 interest payments have been extended by agreement.	11,021.42	11,022.00
Note receivable - Bright Holland Co (Note #4) Note receivable dated November 29, 2013 in the amount of \$2,500.00. Interest is accrued at 3% per annum. Originating from a \$2,500.00 payment on behalf of Bright-Holland Company. Additional advances totaling \$5,082.45 have been attached to this note by agreement. Interest is payable annually and the principal and accrued interest is payable November 29, 2016. The November 29, 2014 interest payment has been extended by agreement.	2,520.76	2,521.00

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE J1 - NOTES AND OTHER RECEIVABLES, END OF YEAR
As of March 31, 2015

	<u>Fiduciary Acquisition Value</u>	<u>Estimated Value</u>
NOTES AND OTHER RECEIVABLES (continued):		
Jaksick Family LLC receivable	50.00	50.00
Duck Flat Ranch LLC receivable	300.00	300.00
Duck Lake Ranch LLC receivable	100.00	100.00
SST Westridge LLC receivable	425.00	425.00
TOTAL NOTES AND OTHER RECEIVABLES	<u><u>\$ 914,280.83</u></u>	<u><u>\$ 914,287.00</u></u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE J2 - CLOSELY HELD BUSINESSES, END OF YEAR
As of March 31, 2015

	Fiduciary Acquisition Value	Estimated Value
CLOSELY HELD BUSINESSES:		
Toiyabe Investment Co (50% interest)	895,000.00	895,000.00
Buckhorn Land & Livestock, LLC (25% interest)	319,614.66	320,000.00
Shakey's USA Inc (40,000 shares)	64,400.00	65,000.00
Duck Flat Ranch LLC (49% interest)	109,000.00	109,000.00
Basecamp LLC (18.75% interest)	33,441.43	34,000.00
SST Westridge LLC (25% interest)	28,068.75	29,000.00
Montreux Golf Club Ltd (1% interest)	23,000.00	23,000.00
Samuel S Jaksick Jr IV LLC (100% interest)	20,000.00	20,000.00
BBB Investments (49% interest)	11,000.00	11,000.00
Lakeridge Golf Course Ltd (1% interest)	8,000.00	8,000.00
Gerlach Green Energy LLC (45% interest)	3,000.00	3,000.00
SJ Ranch LLC	79,979.40	-
ALSB LTD (100% interest)	-	-
Bent Arrow LLC (100% interest)	-	-
Lake-Ridge Corporation (100% interest)	-	-
Samuel S Jaksick Jr I LLC (100% interest)	-	-
Samuel S Jaksick Jr II LLC (100% interest)	-	-
Spring Mountain NV Development Co (25% interest)	-	-
White Pine Lumber Co (100% interest)	-	-
TOTAL CLOSELY HELD BUSINESSES	<u>\$ 1,594,504.24</u>	<u>\$ 1,517,000.00</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE K - NON-CASH TRANSACTIONS
For the period beginning April 1, 2014 and ending March 31, 2015

<u>Date</u>	<u>Descriptions</u>	<u>Principal</u>	<u>Income</u>
NON-CASH RECEIPTS:			
2/6/2014	ALSB Ltd. (a 100% trust owned entity) made a payment to the Dilts and Kappeler Family Trust dated October 28, 1999 and the Durham Family Trust dated August 27, 1986 on behalf the Samuel S Jaksick Jr. Family Trust. The amount was applied to unpaid balance on an existing note receivable from ALSB Ltd. The total payment of \$40,000 was applied to the principal balance of the ALSB LTD note receivable in the amount of \$39,818.86 and accrued interest of \$181.14.	\$ 39,818.86	\$ 181.14
4/15/2014	White Pine Lumber Company (a 100% trust owned entity) made a payment to the Estate of Samuel S Jaksick Jr on behalf of the Samuel S Jaksick Jr. Family trust to repay an outstanding obligation. The amount was applied to unpaid balance on an existing note receivable from White Pine Lumber Company. The total payment of \$49,030 was applied to the principal balance of the White Pine Lumber Company note receivable in the amount of \$48,946.97 and accrued interest of \$83.03.	48,946.97	83.03
4/21/2014	Bright-Holland Company (a related party) paid a trust debt on behalf of the Samuel S Jaksick Jr. Family trust. The amount was applied to unpaid balance on an existing note receivable from Bright-Holland Company.	113.05	-
6/4/2014	Principal and accrued interest on distributed note receivable from Jaksick Family LLC	2,902.22	9.39
6/4/2014	Principal and accrued interest on distributed note receivable from Todd Jaksick Family Trust	122,000.00	501.36
6/4/2014	Principal and accrued interest on distributed note receivable from Bright-Holland Company	267,315.68	13,636.42
3/31/2015	The Co-trustees are holding three dividend checks that were received from United Technologies.	-	254.80
3/1/2014	Wendy Jaksick - March 2014 rental income		1,200.00
4/1/2014	Wendy Jaksick - April 2014 rental income		1,454.32
5/1/2014	Wendy Jaksick - May 2014 rental income		1,577.65
6/1/2014	Wendy Jaksick - June 2014 rental income		1,987.74
7/1/2014	Wendy Jaksick - July 2014 rental income		2,357.06
8/1/2014	Wendy Jaksick - August 2014 rental income		2,135.47
9/1/2014	Wendy Jaksick - September 2014 rental income		2,150.00
10/1/2014	Wendy Jaksick - October 2014 rental income		1,847.05
11/1/2014	Wendy Jaksick - November 2014 rental income		1,500.00
TOTAL NON-CASH RECEIPTS		\$ 481,096.78	\$ 30,875.43

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE K - NON-CASH TRANSACTIONS
For the period beginning April 1, 2014 and ending March 31, 2015

<u>Date</u>	<u>Descriptions</u>	<u>Principal</u>	<u>Income</u>
NON-CASH PAYMENTS OF TRUST DEBTS:			
7/31/2013	To correct prior year payment of Trust debt to Lakeridge Golf Course Ltd with respect to the interest charged against the loan previously reported as entirely a payment of principal.	\$ (1,186.90)	\$ 1,186.90
9/30/2013	To correct prior year payment of Trust debt to Lakeridge Golf Course Ltd with respect to the interest charged against the loan previously reported as entirely a payment of principal.	(639.47)	639.47
9/13/2013	To record payment of Trust debt to Janene Jaksick by Montreux Development Group LLC.	3,485.08	-
4/9/2014	To record loan payment to Nevada State Bank by Lakeridge Golf Course, LLC.	-	562.91
4/15/2014	White Pine Lumber Company (a 100% trust owned entity) made a payment to the Estate of Samuel S Jaksick Jr on behalf of the Samuel S Jaksick Jr. Family trust to repay an outstanding obligation.	49,030.00	-
2/24/2015	Canceled debt from settlement with Citibank N.A.	40,045.49	-
3/4/2015	Canceled debt from settlement with Bank of the West	2,925.16	-
3/13/2015	Canceled debt from settlement with American Express Bank	352.23	-
TOTAL NON-CASH PAYMENTS OF TRUST DEBTS		\$ 94,011.59	\$ 2,389.28
NON-CASH FINANCING ACTIVITY:			
9/13/2013	To record advance from Montreux Development Group, LLC for payment of Trust debt to Janene Jaksick.	\$ 3,485.08	\$ -
4/9/2014	To record advance for Lakeridge Golf Course, LLC's payment of Nevada State Bank loan payment.	562.91	-
7/17/2014	Assumption of Lakecrest Realty, Inc. debts as a result of the liquidation of Lakecrest Realty Inc.	20,487.63	-
12/19/2014	Loan agreement to Montreux Development Group, LLC in exchange for finance and security agreement in favor of Buckhorn Land & Livestock LLC.	110,000.00	-
TOTAL NON-CASH FINANCING ACTIVITY		\$ 134,535.62	\$ -

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE K - NON-CASH TRANSACTIONS
For the period beginning April 1, 2014 and ending March 31, 2015

<u>Date</u>	<u>Descriptions</u>	<u>Principal</u>	<u>Income</u>
NON-CASH INVESTMENT ACTIVITY:			
2/6/2014	Capital investment credited by Buckhorn Land & Livestock LLC to the Samuel S Jaksick Jr Family Trust from the payment of Buckhorn Land & Livestock Debt. ALSB Ltd. (a 100% trust owned entity) made a payment to the Dilts and Kappeler Family Trust dated October 28, 1999 and the Durham Family Trust dated August 27, 1986 which are creditors of Buckhorn Land & Livestock LLC. The payment was made to perform on an outstanding guarantee against the Samuel S Jaksick Jr Trust.	\$ 40,000.00	\$ -
12/19/2014	Capital investment credited by Buckhorn Land & Livestock LLC to the Samuel S Jaksick Jr Family Trust from the payment of Buckhorn Land & Livestock Debt. Montreux Development Group LLC (a partially owned trust entity) offered security on an unsold lot to the Dilts and Kappeler Family Trust dated October 28, 1999 (Dilts) and the Durham Family Trust dated August 27, 1986 (Durham) which are creditors of Buckhorn Land & Livestock LLC. The Samuel S Jaksick Family Trust was subject to an outstanding guarantee of the debts. The security was offered in exchange for a release from all outstanding debts payable to Dilts and Durham. The trust has agreed to repay Montreux Development Group LLC if it should be forced to perform on the note.	110,000.00	-
TOTAL NON-CASH INVESTMENT ACTIVITY		<u><u>\$ 150,000.00</u></u>	<u><u>\$ -</u></u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE L - NOTES AND OTHER RECEIVABLES ACTIVITY
For the period beginning April 1, 2014 and ending March 31, 2015

<u>Date</u>	<u>Description</u>	<u>Amounts</u>	<u>Totals</u>
NOTES AND OTHER RECEIVABLES ACTIVITY:			
<u>Note receivable Todd Jaksick Family Trust (Note #2)</u>			
4/1/2014	Balance		\$ 122,000.00
6/3/2014	Distribution to the Todd B Jaksick Trust	\$ (122,000.00)	(122,000.00)
	Balance, Todd Jaksick Family Trust (Note #2)		\$ -
<u>Note receivable Bright Holland (Note #1)</u>			
4/1/2014	Balance		\$ 267,315.68
6/4/2014	Distribution of note to beneficiaries	(267,315.68)	(267,315.68)
	Balance, Bright Holland Co		\$ -
<u>Note receivable Bright Holland (Note #2)</u>			
4/1/2014	Balance		\$ 114,550.06
6/25/2014	Payment to American AgCredit on behalf of Bright-Holland	35,203.00	35,203.00
	Balance, Bright Holland Co		\$ 149,753.06
<u>Note Receivable Bright Holland (Note #3)</u>			
4/1/2014	Balance		\$ -
7/2/2014	Advance to Bright-Holland Company	10,000.00	
9/2/2014	Credit applied from American AgCredit funds held account	5,160.00	
1/28/2015	Payment received	(15,160.00)	-
	Balance, Bright Holland Co		\$ -
<u>Note receivable Bright Holland (Note #4)</u>			
4/1/2014	Balance		\$ 5,000.00
4/21/2014	Payment to Pierre Hascheff Chtd on behalf of Bright-Holland	2,469.40	
4/30/2014	Payment received	(4,948.64)	(2,479.24)
	Balance, Bright Holland Co		\$ 2,520.76
<u>Receivable ALSB Ltd</u>			
4/1/2014	Balance		\$ 218,216.70
	ALSB Ltd. (a 100% trust owned entity) made a payment to the Dilts and Kappeler Family Trust dated October 28, 1999 and the Durham Family Trust dated August 27, 1986 on behalf the Samuel S Jaksick Jr. Family Trust. The amount was applied to unpaid balance on an existing note receivable from ALSB Ltd. The total payment of \$40,000 was applied to the principal balance of the ALSB LTD note receivable in the amount of		
2/6/2014	\$39,818.86 and accrued interest of \$181.14.	(39,818.86)	
7/21/2014	Payment to George Brown on behalf of ALSB	3,350.00	
1/13/2015	Payment to George Brown on behalf of ALSB	7,384.00	
3/30/2015	Payment to NV Secretary of State on behalf of ALSB	325.00	(28,759.86)
	Balance, ALSB Ltd		\$ 189,456.84

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE L - NOTES AND OTHER RECEIVABLES ACTIVITY
For the period beginning April 1, 2014 and ending March 31, 2015

<u>Date</u>	<u>Description</u>	<u>Amounts</u>	<u>Totals</u>
NOTES RECEIVABLE ACTIVITY (continued):			
<u>Receivable Duck Flat Ranch, LLC</u>			
4/1/2014	Balance		\$ 100.00
7/17/2014	Assumption of debt from Lakecrest Realty, Inc.	100.00	
2/4/2015	Advance	100.00	200.00
	Balance, Duck Flat Ranch LLC		\$ 300.00
<u>Receivable Jaksick Family LLC #1</u>			
4/1/2014	Balance		\$ 2,902.22
6/4/2014	Distribution of Note Receivable to beneficiary	(2,902.22)	(2,902.22)
	Balance, Jaksick Family LLC		\$ -
<u>Receivable Jaksick Family LLC #2</u>			
4/1/2014	Balance		\$ -
5/5/2014	Advance	50.00	50.00
	Balance, Jaksick Family LLC		\$ 50.00
<u>Receivable Fly Ranch, LLC</u>			
4/1/2014	Balance		\$ 100.00
3/3/2014	Loss on liquidation of Fly Ranch LLC	(100.00)	(100.00)
	Balance, Fly Ranch LLC		\$ -
<u>Receivable SST Westridge, LLC</u>			
4/1/2014	Balance		\$ 100.00
	Payment to Nevada Secretary of State on behalf of SST		
5/2/2014	Westridge LLC	325.00	325.00
	Balance, SST Westridge LLC		\$ 425.00
<u>Note receivable Toiyabe Investment Co</u>			
4/1/2014	Balance		\$ 16,659.57
4/21/2014	Payment to Pierre Hascheff Chtd on behalf of Toiyabe	205.60	
5/19/2014	Payment to Pierre Hascheff Chtd on behalf of Toiyabe	2,000.00	
6/30/2014	Payment to Pierre Hascheff Chtd on behalf of Toiyabe	2,000.00	
8/19/2014	Payment to Pierre Hascheff Chtd on behalf of Toiyabe	2,000.00	
9/2/2014	Payment to Pierre Hascheff Chtd on behalf of Toiyabe	2,000.00	
9/2/2014	Toiyabe Investment Co	3,552.00	11,757.60
	Balance, Toiyabe Investment Co		\$ 28,417.17
<u>Note Receivable Wendy Jaksick</u>			
4/21/2013	Balance		\$ -
11/25/2014	Conversion to note receivable from Wendy Jaksick	59,983.29	
11/25/2014	Voided check # 9303 payable to Wendy Jaksick	(723.00)	59,260.29
	Balance, Wendy Jaksick		\$ 59,260.29

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE L - NOTES AND OTHER RECEIVABLES ACTIVITY
For the period beginning April 1, 2014 and ending March 31, 2015

<u>Date</u>	<u>Description</u>	<u>Amounts</u>	<u>Totals</u>
NOTES RECEIVABLE ACTIVITY (continued):			
<u>Receivable Wendy Jaksick</u>			
4/21/2013	Balance		\$ 40,051.00
3/1/2014	Wendy Jaksick - March 2014 rental income	1,200.00	
4/1/2014	Wendy Jaksick - April 2014 rental income	1,454.32	
4/15/2014	Wendy Jaksick	723.00	
5/1/2014	Wendy Jaksick - May 2014 rental income	1,577.65	
5/1/2014	Wendy Jaksick	1,500.00	
5/15/2014	Wendy Jaksick	1,500.00	
6/1/2014	Wendy Jaksick - June 2014 rental income	1,987.74	
7/1/2014	Wendy Jaksick - July 2014 rental income	2,357.06	
8/1/2014	Wendy Jaksick - August 2014 rental income	2,135.47	
9/1/2014	Wendy Jaksick - September 2014 rental income	2,150.00	
10/1/2014	Wendy Jaksick - October 2014 rental income	1,847.05	
11/1/2014	Wendy Jaksick - November 2014 rental income	1,500.00	
11/25/2014	Conversion to note receivable from Wendy Jaksick	(59,983.29)	(40,051.00)
	Balance, Wendy Jaksick		<u>\$ -</u>
<u>Note receivable White Pine Lumber Co</u>			
4/21/2013	Balance		\$ 104,478.11
4/12/2014	Ally	256.27	
	The amount applied to unpaid balance on an existing note receivable from White Pine Lumber Company as a result of White Pine Lumber Company paying a trust debt on its behalf. The total payment of \$49,030 was applied to the principal balance in the amount of \$48,946.97 and accrued interest of		
4/15/2014	\$83.03.	(48,946.97)	
4/30/2014	American Ag Credit	6,681.48	
5/12/2014	Ally	256.27	
5/30/2014	American Ag Credit	6,681.48	
6/12/2014	Ally	256.27	
7/1/2014	American Ag Credit	6,681.48	
7/10/2014	Ally	256.27	
7/16/2014	Payment received	(50,782.87)	
7/24/2014	American Ag Credit	6,681.48	
8/28/2014	American Ag Credit	6,681.48	
9/2/2014	American Ag Credit	6,681.48	
11/3/2014	American Ag Credit	6,681.48	
12/22/2014	White Pine Lumber Company	6,700.00	
1/12/2015	American AgCredit	6,681.48	
1/28/2015	Payment to IRS on behalf of White Pine Lumber Company	104,191.00	
2/13/2015	American AgCredit	7,015.55	
3/1/2015	American AgCredit	6,681.48	79,335.11
	Balance, White Pine Lumber Co		<u>\$ 183,813.22</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE M - INVESTMENT ACTIVITY
For the period beginning April 1, 2014 and ending March 31, 2015

<u>Date</u>	<u>Descriptions</u>	<u>Amounts</u>	<u>Totals</u>
INVESTMENT ACTIVITY:			
<u>SSJ LLC</u>			
4/1/2014	Balance		\$ 43,647.00
7/17/2014	loss on liquidation of LLC investment	\$ (43,547.00)	
9/9/14	State of Nevada (refund from Lakecrest realty)	(100.00)	(43,647.00)
	Balance, SSJ LLC		<u>\$ -</u>
<u>Pioneer Group Inc</u>			
4/1/2014	Balance		\$ 4,335,000.00
1/1/2015	Loss on the distribution of stock	(904,246.00)	
	Distribution of 48.341 shares to Todd B Jaksick Family		
1/1/2015	Trust	(551,000.00)	
	Distribution of 48.341 shares to Stanley S Jaksick 2013		
1/1/2015	Revocable Trust	(551,000.00)	
	Distribution of 102.184 shares to Todd B Jaksick Trust		
1/1/2015	under the Samuel S Jaksick Jr Family Trust	(1,164,377.00)	
	Distribution of 102.184 shares to Stanley S Jaksick		
1/1/2015	Trust under the Samuel S Jaksick Jr Family Trust	(1,164,377.00)	(4,335,000.00)
	Balance, Pioneer Group Inc.		<u>\$ -</u>
<u>Shakeys USA Inc</u>			
4/1/2014	Balance		\$ 128,800.00
	Distribution of 20,000 shares to Samuel S Jaksick		
4/14/2014	Grandchild Trust #2	(32,200.00)	
	Distribution of 20,000 shares to Samuel S Jaksick		
4/14/2014	Grandchild Trust #3	(32,200.00)	(64,400.00)
	Balance, Shakeys USA Inc.		<u>\$ 64,400.00</u>
<u>Lakecrest Realty Inc.</u>			
4/1/2014	Fiduciary acquisition value		\$ 17,069.66
4/15/14	AT&T -refund from Lakecrest Realty	(40.50)	
4/23/14	Hartford Insurance - refund	(819.00)	
7/17/2014	loss on liquidation of corporate investment	(15,604.23)	
2/4/15	South Truckee Improvement Dist	(505.93)	
3/19/15	State of Nevada - refund Lakecrest Realty	(100.00)	(17,069.66)
	Balance, Lakecrest Realty Inc.		<u>\$ -</u>
<u>SJ Ranch, LLC</u>			
4/1/2014	Fiduciary acquisition value		\$ 41,008.31
9/2/2014	Investment	38,971.09	38,971.09
	Balance, SJ Ranch, LLC		<u>\$ 79,979.40</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE M - INVESTMENT ACTIVITY
For the period beginning April 1, 2014 and ending March 31, 2015

<u>Date</u>	<u>Descriptions</u>	<u>Amounts</u>	<u>Totals</u>
INVESTMENT ACTIVITY (continued):			
<u>Buckhorn Land & Livestock LLC</u>			
4/1/2014	Fiduciary acquisition value		\$ 143,336.50
	Capital investment credited by Buckhorn Land & Livestock LLC to the Samuel S Jaksick Jr Family Trust from the payment of Buckhorn Land & Livestock Debt.		
2/6/2014		40,000.00	
6/25/2014	Investment	28,072.00	
8/28/2014	Investment	4,800.00	
9/5/2014	Funds received	(6,593.84)	
	Capital investment credited by Buckhorn Land & Livestock LLC to the Samuel S Jaksick Jr Family Trust from the payment of Buckhorn Land & Livestock Debt.		
12/19/2014		110,000.00	176,278.16
	Balance, Buckhorn Land & Livestock, LLC		<u>\$ 319,614.66</u>
<u>Basecamp LLC</u>			
5/13/2014	Fiduciary acquisition value		\$ 34,134.11
7/30/2014	Liquidating payment received	(173.17)	
9/9/2014	Liquidating payment received	(173.17)	
4/17/2014	Liquidating payment received	(173.17)	
4/17/2014	Liquidating payment received	(173.17)	(692.68)
	Balance, Basecamp LLC		<u>\$ 33,441.43</u>
<u>SST Westridge LLC</u>			
4/1/2014	Fiduciary acquisition value		\$ 28,000.00
11/11/2014	Investment	68.75	68.75
	Balance, SST Westridge LLC		<u>\$ 28,068.75</u>
<u>Samuel S Jaksick IV LLC</u>			
4/1/2014	Fiduciary acquisition value		\$ -
7/25/2013	Dissolution of Samuel S Jaksick IV, LLC	-	-
	Balance, Samuel S Jaksick IV LLC		<u>\$ -</u>
<u>Fly Ranch LLC</u>			
4/1/2014	Fiduciary acquisition value		\$ 100.00
10/4/2013	Loss on liquidation of Fly Ranch, LLC	(100.00)	(100.00)
	Balance, Fly Ranch LLC		<u>\$ -</u>
<u>California Bighorn LLC</u>			
4/1/2014	Fiduciary acquisition value		\$ -
10/4/2013	Dissolution of California Bighorn, LLC	-	-
	Balance, California Bighorn LLC		<u>\$ -</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE N - RECONCILIATION OF ACCOUNT TRANSFERS
For the period beginning April 1, 2014 and ending March 31, 2015

	<u>Schedule</u>	<u>Totals</u>
TRANSFERS IN:		
First Interstate Bank	1	\$ 10,002.32
American AgCredit	3	<u>282,444.00</u>
TOTAL TRANSFERS IN		<u><u>\$ 292,446.32</u></u>
TRANSFERS OUT:		
First Interstate Bank	1	\$ 10,000.00
RBC	2	282,444.00
Wells Fargo Savings	5	<u>2.32</u>
TOTAL TRANSFERS OUT		<u><u>\$ 292,446.32</u></u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE O - UNPAID CLAIMS AND TRUST DEBTS
As of March 31, 2015

	<u>Amounts</u>
UNPAID CLAIMS AND TRUST DEBTS:	
Internal Revenue Service Estate taxes	\$ 540,964.00
Internal Revenue Service Taxes due on 2014 Fiduciary income tax returns of \$247,667 less amounts paid of \$37,358	210,309.00
Colorado Department of Revenue Taxes due on 2014 Fiduciary income tax returns	35,698.00
Colorado Department of Revenue Taxes due on 2014 Fiduciary income tax returns	21,233.00
Note Payable - American AgCredit (49% of joint obligation) Original note dated August 20, 2004 in the amount of \$2,960,000 due and payable September 1, 2024. Principal and interest payments in the amount of \$222,928.10 are payable annually on September 1. Interest on the note is fixed at 6.05% per annum. Todd Jaksick is jointly obligated on this note and is apportioned 51% of the balance. The outstanding principal balance as of March 31, 2015 is \$1,519,082.29. The note is secured by real property and cross collateralized with real estate owned by SJ Ranch, LLC, Duck Lake Ranch, LLC, and White Pine Lumber Co.	744,350.32
Note Payable - Western Alliance Bank dba First Independent Bank Dated January 31, 2015. Principal amount of \$445,277.42 due and payable February 15, 2016. Interest on the note is at 5.5% per annum and is payable monthly. The note is secured by real property.	435,277.42
Janene Jaksick by agreement (settled for \$50,000 on August 5, 2015)	334,255.63
Note Payable - Chase Mortgage Original note in the amount of \$455,000. Principal and interest payments in the amount of \$2,019.55 are payable monthly. Interest on the note is variable at 3.278% per annum. The note is secured by 4005 Quail Rock Lane.	317,705.88
Note Payable - Wendy Jaksick (from life insurance trust) Principal amount of \$231,432.07 and accrued interest is due and payable December 31, 2017. Interest is payable annually at 5% per annum with a default rate of 12% per annum. Currently in default. Interest is accrued at 5% annual rate.	292,143.35
Note Payable - Todd Jaksick (from life insurance trust) Principal amount of \$231,432.07 and accrued interest is due and payable December 31, 2017. Interest is payable annually at 5% per annum with a default rate of 12% per annum. Currently in default. Interest is accrued at 5% annual rate.	292,143.35

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE O - UNPAID CLAIMS AND TRUST DEBTS
As of March 31, 2015

	<u>Amounts</u>
UNPAID CLAIMS AND TRUST DEBTS (continued):	
Note Payable - Stan Jaksick (from life insurance trust) Principal amount of \$231,432.07 and accrued interest is due and payable December 31, 2017. Interest is payable annually at 5% per annum with a default rate of 12% per annum. Currently in default. Interest is accrued at 5% annual rate.	292,143.35
Note payable - Lakeridge Golf Course Ltd Note payable dated April 9, 2014 originating from a \$562.91 payment made by Lakeridge Golf Course Ltd on behalf of the trust. The note accrues interest at 3% per annum. Several additional advances totaling \$190,607 to the trust have been attached to this note by agreement. Interest is payable annually and the note and accrued interest is payable April 9, 2017. The April 9, 2015 interest payment has been extended to December 31, 2015.	191,169.91
Note payable - SSJ's Issue Trust Original principal in the amount of \$150,000 dated September 25, 2014. The note bears interest of 6% annually. The entire note and accrued interest matures September 25, 2015 (extended to 12/31/15 along with an increased interest rate of 7% per annum). The note is secured by 4005 Quail Rock Lane.	150,000.00
Note payable - SSJ's Issue Trust Original principal in the amount of \$115,000 dated August 28, 2014. The note bears interest of 6% annually and is payable in semi annual installments. The entire note and accrued interest matures August 28, 2016. The February 28, 2015 and August 28, 2015 interest payments were extended to December 31, 2015 along with an increased interest rate to 7% per annum. The note is secured by 27,500 shares of Toiyabe Investment Company.	115,000.00
Note Payable - Montreux Development Group LLC Original principal in the amount of \$110,000. The note bears interest at 5% and all principal and accrued interest is due six months from the date Montreux Development Group, LLC pays a third party under a separate note payable which is due December 12, 2015.	110,000.00
Note Payable - Nevada State Bank Dated May 1, 2013. Original principal in the amount of \$147,471.94 due and payable February 1, 2016. Principal and interest payments in the amount of \$5,227.60 are payable monthly. Interest on the note is fixed at 4.75% per annum. The note is secured by real property.	98,976.05
Payable - Duck Flat Ranch LLC Payable originating from an advance to Samuel Jaksick Jr dated May 12, 2010 in the amount of \$74,487.26. Interest is accrued at 5% per annum. There are no repayment terms for this payable.	85,446.07

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE O - UNPAID CLAIMS AND TRUST DEBTS
As of March 31, 2015

	<u>Amounts</u>
UNPAID CLAIMS AND TRUST DEBTS (continued):	
Payable - Lakeridge Golf Course Ltd Payables originating from several advances to Samuel Jaksick Jr. beginning December 31, 2012 and totaling \$142,976.09. Interest is accrued at 3% per annum. There are no repayment terms for this payable.	78,183.66
Note payable - Stan Jaksick Original principal in the amount of \$100,000 dated February 15, 2012. The note provided that principal and accrued interest is payable February 15, 2014 at 5% per annum. The note was extended to June 30, 2016.	61,187.95
Note Payable - Montreux Development Group LLC Note payable dated September 3, 2013 originating from a \$3,485.08 payment made by Montreux Development Group LLC on behalf of the trust. Interest is accrued at 3% per annum. Several additional advances totaling \$105,000 to the trust have been attached to this note by agreement. Interest is payable annually and the note and accrued interest is payable September 3, 2016. The September 3, 2015 interest payment has been extended to December 31, 2015.	38,485.08
Note payable, Jaksick Family LLC Note payable dated May 30, 2014 in the amount of \$34,000. Principal and accrued interest at 3% annually is due and payable on December 31, 2016.	34,000.00
Bank of America - credit card Past due and in default	17,282.05
Maupin Cox & LeGoy, legal fees on account	13,143.70
Rossmann MacDonald & Benetti, accounting fees on account	10,227.10
Note payable - Montreux Golf Club Ltd Note payable dated July 15, 2013 in the amount of \$1,119.99 originating from payments for health insurance on behalf of employees of the trust. Interest is accrued at 3% per annum. Several additional advances amounting to \$7,031 are attached to this note by agreement. Interest is payable annually and the note and accrued interest is payable July 15, 2016. The first and second interest payments have been extended to December 31, 2015 by agreement. The maturity date of the note was extended to December 31, 2016 by agreement.	8,150.99

See accountant's compilation report

EXHIBIT 6.b

EXHIBIT 6.b

EXHIBIT 6.b

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE O - UNPAID CLAIMS AND TRUST DEBTS
As of March 31, 2015

	<u>Amounts</u>
UNPAID CLAIMS AND TRUST DEBTS (continued):	
Note Payable - Nevada Pronghorn LLC Note payable dated July 19, 2013 in the amount of \$5,750. The original note indicated that principal and accrued interest (at .18%) is due and payable on December 31, 2013, but was extended to December 31, 2014 along with an adjustment to the interest rate to 1.5% annually, and extended again to June 30, 2016, along with an adjustment to the interest rate to 3.0% annually.	5,750.00
Note Payable - Nevada Pronghorn LLC Note payable dated July 23, 2013 in the amount of \$5,500. The original note indicated that principal and accrued interest (at .18%) is due and payable on December 31, 2013, but was extended to December 31, 2014 along with an adjustment to the interest rate to 1.5% annually, and extended again to June 30, 2016, along with an adjustment to the interest rate to 3.0% annually.	5,500.00
Montreux Development Group LLC, 4005 Quail Rock improvements on account	4,402.16
Washoe County Treasurer, property taxes on 4005 Quail Rock Lane	4,188.74
Basecamp, LLC, (assumed debt from Lakecrest Realty, Inc. liquidation)	1,422.63
Lewis Roca Rothberger, legal fees on account	1,348.50
Lakeridge Golf Course, reimbursements on account	1,187.34
Toiyabe Investment Company, (assumed debt from Lakecrest Realty, Inc. liquidation)	750.00
Stan Jaksick, reimbursements	635.00
TOTAL UNPAID CLAIMS AND TRUST DEBTS	<u>\$ 4,552,660.23</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE P - CONTINGENT TRUST OBLIGATIONS
As of March 31, 2015

	<u>Amounts</u>
CONTINGENT TRUST OBLIGATIONS:	
Note Payable - American AgCredit FLCA (51% of joint obligation)	774,731.97
Original note dated August 20, 2004 Samuel S Jaksick Jr and Todd Jaksick jointly in the amount of \$2,960,000 due and payable September 1, 2024. Principal and interest payments in the amount of \$222,928.10 are payable annually on September 1. Interest on the note is fixed at 6.05% per annum. Todd Jaksick is jointly obligated on this note and is apportioned 51% of the balance. The outstanding principal balance as of March 31, 2015 is \$1,519,082.29. The note is secured by real property and cross collateralized with real estate owned by Bright-Holland Company, SJ Ranch, LLC, Duck Lake Ranch, LLC, and White Pine Lumber Co.	
Note Payable, American AgCredit FLCA	507,488.19
Original note dated January 22, 2003 in the amount of \$2,345,000 to White Pine Lumber Company. The Samuel S Jaksick, Jr. Trust is a guarantor pursuant to an amended and restated Continuing Guarantee agreement December 5, 2013. Payable in monthly installments of \$6,681.48 including interest at 6.05% beginning March 1, 2014 and continuing until March 1, 2023 at which time the principal and accrued interest is due and payable. The note is secured by real property and cross collateralized with real estate owned by Bright-Holland Company, SJ Ranch, LLC, Duck Lake Ranch, LLC, and White Pine Lumber Co.	
Note Payable, American AgCredit FLCA	310,122.33
Original note dated June 20, 2001 in the amount of \$2,305,335 to Bright-Holland Company. The Samuel S Jaksick, Jr. Trust is a guarantor pursuant to an amended and restated Continuing Guarantee agreement dated December 5, 2013. Pursuant to an amendment to the loan dated December 5, 2013, the loan is payable in one installment of principal of \$34,785.61 and accrued interest at 6.05% on July 1, 2014 and beginning July 1, 2015 the loan is payable in annual installments of \$55,652.54 including interest at 6.05% and continuing until July 1, 2021 at which time the principal and accrued interest is due and payable. The note is secured by real property and cross collateralized with real estate owned by Bright-Holland Company, SJ Ranch, LLC, Duck Lake Ranch, LLC, and White Pine Lumber Co.	
Note Payable, American AgCredit FLCA	228,517.66
Original note dated October 2, 2001 in the amount of \$450,000 to SJ Ranch LLC. The Samuel S Jaksick Jr Family Trust is a guarantor pursuant to an amended and restated Continuing Guarantee agreement dated December 5, 2013. Payable in annual installments of \$41,008.31 including interest at 6.05% continuing until September 1, 2021 at which time the principal and accrued interest is due and payable. The note is secured by real property and cross collateralized with real estate owned by Bright- Holland Company, SJ Ranch, LLC, Duck Lake Ranch, LLC, and White Pine Lumber Co.	

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE P - CONTINGENT TRUST OBLIGATIONS
As of March 31, 2015

	<u>Amounts</u>
CONTINGENT TRUST OBLIGATIONS (continued):	
Note Payable, George J Brown 1986 Revocable Trust	184,603.00
Original note dated March 19, 2012 in the amount of \$184,603 to ALSB Ltd. The Samuel S Jaksick Jr Family Trust is a guarantor. The note bears interest at 8% annually and is payable in principal and interest installments of \$55,526 on May 20, 2015, \$48,933 on March 20, 2016, \$43,760 on September 20, 2016, and \$55,440 on January 20, 2017.	
Todd B Jaksick indemnification agreement which substantively indicates that Todd B Jaksick and related entities are indemnified against the trust from having to perform on obligations in excess of their respective interests.	unknown
Note payable to Dilts and Kappeler Family Trust in the amount of \$1,250,000 was paid off in its entirety by Buckhorn Land & Livestock, LLC on December 19, 2014.	-
Note payable to Durham Family Trust in the amount of \$713,978 was paid off in its entirety by Buckhorn Land & Livestock, LLC on December 19, 2014.	-
Eugene Canepa v. Samuel S Jaksick Jr in the amount of \$437,118.83 was settled in mediation by the insurance carrier Nevada Capital during May 2015.	-
TOTAL CONTINGENT TRUST OBLIGATIONS	<u>\$ 2,005,463.15</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1 - SUMMARY OF ACCOUNT
FIRST INDEPENDENT BANK #772
For the period beginning April 1, 2014 and ending March 31, 2015

	<u>Schedule</u>	<u>Amounts</u>	<u>Totals</u>
ASSETS ON HAND APRIL 1, 2014			\$ 20,301.37
ADDITIONS:			
<u>Receipts of principal:</u>			
Loan proceeds received	1A	\$ 519,607.00	
Total receipts of principal		<u>519,607.00</u>	
<u>Receipts of income:</u>			
Income	1B	288,619.08	
Income from interest on loans	1C	214.49	
Total receipts of income		<u>288,833.57</u>	
<u>Other additions:</u>			
Collections on loans receivable	1C	59,056.51	
Collections on investments	1D	8,851.95	
Transfers in	1E	10,002.32	
Total other additions		<u>77,910.78</u>	
TOTAL ADDITIONS			<u>\$ 886,351.35</u>
TOTAL CHARGEABLE ASSETS			<u>\$ 906,652.72</u>
DEDUCTIONS:			
<u>Other deductions:</u>			
Transfers out	1F	10,000.00	
Loans made and advances	1G	129,560.44	
Investments made	1H	71,911.84	
Total other deductions		<u>211,472.28</u>	
<u>Deductions from principal:</u>			
Expenses	1I	111,456.53	
Deductions to pay trust debts	1J	322,521.94	
Total deductions from principal		<u>433,978.47</u>	
<u>Deductions from income:</u>			
Expenses	1I	168,627.50	
Deductions to pay interest	1J	87,111.95	
Total deductions from income		<u>255,739.45</u>	
LESS: TOTAL DEDUCTIONS			<u>901,190.20</u>
ASSETS ON HAND, MARCH 31, 2015			<u><u>\$ 5,462.52</u></u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1A - LOAN PROCEEDS RECEIVED
FIRST INDEPENDENT BANK #772
For the period beginning April 1, 2014 and ending March 31, 2015

<u>Date</u>	<u>Payor</u>	<u>Amount</u>	<u>Totals</u>
LOAN PROCEEDS RECEIVED:			
5/30/14	Jaksick Family LLC	34,000.00	
	Total Jaksick Family LLC	<u>34,000.00</u>	
5/2/14	Lakeridge Golf Course Ltd	36,000.00	
6/19/14	Lakeridge Golf Course Ltd	63,275.00	
7/2/14	Lakeridge Golf Course Ltd	6,682.00	
7/14/14	Lakeridge Golf Course Ltd	44,000.00	
11/12/14	Lakeridge Golf Course Ltd	17,000.00	
11/18/14	Lakeridge Golf Course Ltd	6,450.00	
12/16/14	Lakeridge Golf Course Ltd	6,700.00	
12/30/14	Lakeridge Golf Course Ltd	5,000.00	
12/31/14	Lakeridge Golf Course Ltd	5,500.00	
	Total Lakeridge Golf Course	<u>190,607.00</u>	
7/9/14	Montreux Development Group LLC	20,000.00	
7/14/14	Montreux Development Group LLC	10,000.00	
	Total Montreux Development Group, LLC	<u>\$ 30,000.00</u>	
8/22/14	SSJ's Issue Trust	\$ 15,000.00	
9/2/14	SSJ's Issue Trust	100,000.00	
	Total SSJ's Issue Trust - Loan #1	<u>115,000.00</u>	
9/24/14	SSJ's Issue Trust	150,000.00	
	Total SSJ's Issue Trust - Loan #2	<u>150,000.00</u>	
TOTAL LOAN PROCEEDS RECEIVED			<u><u>\$ 519,607.00</u></u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1B - RECEIPTS OF INCOME
FIRST INDEPENDENT BANK #772
For the period beginning April 1, 2014 and ending March 31, 2015

<u>Date</u>	<u>Payor</u>	<u>Income</u>	<u>Totals</u>
RECEIPTS OF INCOME:			
9/16/14	United Technologies	\$ 82.60	
12/23/14	United Technologies	82.60	
	Total dividend income	<u>165.20</u>	\$ 165.20
7/9/14	Toiyabe Investment Co	<u>22,000.00</u>	
	Total distributions -Toiyabe Investment Co	<u>22,000.00</u>	22,000.00
4/15/14	White Pine Lumber Co	<u>200,000.00</u>	
	Total distributions -White Pine Lumber Co	<u>200,000.00</u>	200,000.00
4/17/14	Buckhorn Land & Livestock LLC	6,615.74	
4/24/14	Buckhorn Land & Livestock LLC	4,794.92	
5/16/14	Buckhorn Land & Livestock LLC	4,794.92	
5/16/14	Buckhorn Land & Livestock LLC	2,974.10	
6/4/14	Buckhorn Land & Livestock LLC	1,820.82	
6/17/14	Buckhorn Land & Livestock LLC	2,974.10	
7/1/14	Buckhorn Land & Livestock LLC	1,820.82	
7/16/14	Buckhorn Land & Livestock LLC	2,974.10	
9/9/14	Buckhorn Land & Livestock LLC	3,641.64	
10/15/14	Buckhorn Land & Livestock LLC	7,769.02	
10/15/14	Buckhorn Land & Livestock LLC	4,794.92	
10/29/14	Buckhorn Land & Livestock LLC	2,974.10	
11/26/14	Buckhorn Land & Livestock LLC	4,827.00	
12/31/14	Buckhorn Land & Livestock LLC	<u>5,147.00</u>	
	Total salary reimbursements	<u>57,923.20</u>	57,923.20
5/13/14	AT&T -refund from Lakeshore account	21.05	
6/17/14	US Treasury - Form 941 refund	2.12	
3/18/15	Chase Mortgage - refund of fees	1,871.00	
9/16/14	Nevada Energy -refund from Lakeshore account	51.33	
2/11/15	State of Colorado - refund of gaming license fees	<u>6,585.18</u>	
	Total refunds	<u>\$ 8,530.68</u>	8,530.68
	TOTAL RECEIPTS OF INCOME		<u><u>\$ 288,619.08</u></u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1C - COLLECTIONS ON LOANS RECEIVABLE
FIRST INDEPENDENT BANK #772
For the period beginning April 1, 2014 and ending March 31, 2015

<u>Date</u>	<u>Payor</u>	<u>Principal</u>	<u>Income</u>	<u>Totals</u>
COLLECTIONS ON LOANS RECEIVABLE:				
7/16/14	White Pine Lumber Co	\$ 50,782.87	\$ 163.13	\$ 50,946.00
	Total White Pine Lumher Co- Loan #1	<u>50,782.87</u>	<u>163.13</u>	<u>50,946.00</u>
2/11/15	Estate of Samuel S Jaksick Jr	3,000.00	-	3,000.00
	Total Estate of Samuel S Jaksick Jr	<u>3,000.00</u>	<u>-</u>	<u>3,000.00</u>
3/10/15	Basecamp LLC	325.00	-	325.00
	Total Basecamp LLC	<u>325.00</u>	<u>-</u>	<u>325.00</u>
4/30/14	Bright Holland Co	4,948.64	51.36	5,000.00
	Total Bright Holland Co	<u>4,948.64</u>	<u>51.36</u>	<u>5,000.00</u>
	TOTAL COLLECTIONS ON LOANS RECEIVABLE	<u><u>\$ 59,056.51</u></u>	<u><u>\$ 214.49</u></u>	<u><u>\$ 59,271.00</u></u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1D - COLLECTIONS ON INVESTMENTS
FIRST INDEPENDENT BANK #772
 For the period beginning April 1, 2014 and ending March 31, 2015

<u>Date</u>	<u>Payor</u>	<u>Amount</u>	<u>Totals</u>
COLLECTIONS ON INVESTMENTS:			
5/13/14	Basecamp LLC	173.17	
7/30/14	Basecamp LLC	173.17	
9/9/14	Basecamp LLC	173.17	
4/17/14	Basecamp LLC	173.17	
	Total Basecamp LLC	<u>692.68</u>	
9/5/14	Buckhorn Land & Livestock LLC	6,593.84	
	Total Buckhorn Land & Livestock LLC	<u>6,593.84</u>	
4/15/14	AT&T -refund from Lakecrest Realty	40.50	
4/23/14	Hartford Insurance - refund	819.00	
9/9/14	State of Nevada (refund from Lakecrest realty)	100.00	
2/4/15	South Truckee Improvement Dist	505.93	
3/19/15	State of Nevada	100.00	
	Total Lakecrest Realty, Inc.	<u>1,565.43</u>	
TOTAL COLLECTIONS ON INVESTMENTS			<u><u>\$ 8,851.95</u></u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1E - TRANSFERS IN
FIRST INDEPENDENT BANK #772
For the period beginning April 1, 2014 and ending March 31, 2015

<u>Date</u>	<u>Payor</u>	<u>Amount</u>	<u>Totals</u>
TRANSFERS IN:			
1/15/15	Funds transferred from RBC	\$ 10,000.00	
3/18/15	Transfer from Wells Fargo	<u>2.32</u>	
TOTAL TRANSFERS IN			<u>\$ 10,002.32</u>

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1F - TRANSFERS OUT
FIRST INDEPENDENT BANK #772
For the period beginning April 1, 2014 and ending March 31, 2015

<u>Date</u>	<u>Check #</u>	<u>Payor</u>	<u>Amount</u>	<u>Totals</u>
TRANSFERS OUT:				
4/2/2014	9276	Funds transferred to American AgCredit	<u>10,000.00</u>	
TOTAL TRANSFERS OUT				<u>\$ 10,000.00</u>

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1G - LOANS MADE AND ADVANCES
FIRST INDEPENDENT BANK #772
For the period beginning April 1, 2014 and ending March 31, 2015

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Totals</u>
LOANS MADE AND ADVANCES:			
7/21/14	9353	George Brown	\$ 3,350.00
3/30/15	EFT	Nevada Secretary of State	325.00
		Total ALSB Ltd	3,675.00
4/21/14	9277	Pierre Hascheff Chtd	325.00
		Total Basecamp LLC	325.00
4/21/14	9277	Pierre Hascheff Chtd	2,469.40
6/25/14	9323	American Ag Credit	35,203.00
		Total Bright Holland Company, Note #2	37,672.40
4/2/14	9270	Bright Holland Co	10,000.00
9/2/14	9403	American Ag Credit	5,160.00
		Total Bright Holland Company, Note #3	15,160.00
2/4/15	EFT	Duck Flat Ranch LLC	100.00
		Total Duck Flat Ranch LLC	100.00
4/24/14	EFT	Estate of Samuel S Jaksick Jr	3,000.00
		Total Estate of Samuel S Jaksick Jr	3,000.00
5/5/14	EFT	Jaksick Family LLC	50.00
		Total Jaksick Family LLC	50.00
5/2/14	EFT	Nevada Secretary of State	325.00
		Total SST Westridge LLC	325.00
4/21/14	9277	Pierre Hascheff Chtd	205.60
5/19/14	9304	Pierre Hascheff Chtd	2,000.00
6/30/14	9333	Pierre Hascheff Chtd	2,000.00
8/19/14	9377	Pierre Hascheff Chtd	2,000.00
9/2/14	9410	Pierre Hascheff Chtd	2,000.00
9/2/2014	9411	Toiyabe Investment Co	3,552.00
		Total Toiyabe Investment Co	11,757.60
5/1/14	9284	Wendy Jaksick	1,500.00
5/15/14	9302	Wendy Jaksick	1,500.00
		Total Wendy Jaksick	3,000.00

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1G - LOANS MADE AND ADVANCES
FIRST INDEPENDENT BANK #772
 For the period beginning April 1, 2014 and ending March 31, 2015

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Totals</u>
LOANS MADE AND ADVANCES (continued):			
4/12/14	EFT	Ally	256.27
4/30/14	9287	American Ag Credit	6,681.48
5/12/14	EFT	Ally	256.27
5/30/14	9312	American Ag Credit	6,681.48
6/12/14	EFT	Ally	256.27
7/1/14	9324	American Ag Credit	6,681.48
7/10/14	EFT	Ally	256.27
7/24/14	9367	American Ag Credit	6,681.48
8/28/14	9390	American Ag Credit	6,681.48
9/2/14	9405	American Ag Credit	6,681.48
11/3/14	9455	American Ag Credit	6,681.48
12/22/14	9469	White Pine Lumber Company	6,700.00
		Total White Pine Lumber Company	54,495.44
TOTAL LOANS MADE AND ADVANCES			\$ 129,560.44

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1H - INVESTMENTS MADE
FIRST INDEPENDENT BANK #772
For the period beginning April 1, 2014 and ending March 31, 2015

Date	Check #	Payee	Totals
INVESTMENTS MADE:			
11/11/14	9456	SST Westridge LLC	68.75
		Total SST Westridge LLC	68.75
9/2/14	9399	American Ag Credit	38,971.09
		Total SJ Ranch LLC	38,971.09
6/25/14	9322	Buckhorn Land & Livestock LLC	28,072.00
8/28/14	9396	Buckhorn Land & Livestock LLC	4,800.00
		Total Buckhorn Land and Livestock LLC	32,872.00
TOTAL INVESTMENTS MADE			\$ 71,911.84

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE II - EXPENSES
FIRST INDEPENDENT BANK #772
For the period beginning April 1, 2014 and ending March 31, 2015

Date	Check #	Payee	Principal	Income	Totals
EXPENSES:					
8/28/14	9392	Rossmann MacDonald & Benetti	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00
9/2/14	9407	Rossmann MacDonald & Benetti	2,500.00	2,500.00	5,000.00
		Total accounting fees	<u>5,000.00</u>	<u>5,000.00</u>	<u>10,000.00</u>
7/24/14	9369	Ronald J Carciere, MAI, SGA		5,000.00	5,000.00
8/28/14	9387	Ronald J Carciere, MAI, SGA		5,000.00	5,000.00
9/2/14	9409	Ronald J Carciere, MAI, SGA		5,418.74	5,418.74
		Total appraisal fees	<u>-</u>	<u>15,418.74</u>	<u>15,418.74</u>
6/19/14	EFT	First Independent Bank		56.00	56.00
8/31/14	EFT	First Independent Bank		10.00	10.00
8/31/14	EFT	First Independent Bank		10.00	10.00
8/31/14	EFT	First Independent Bank		70.00	70.00
8/31/14	EFT	First Independent Bank		13.50	13.50
9/30/14	EFT	First Independent Bank		10.00	10.00
9/30/14	EFT	First Independent Bank		11.00	11.00
11/30/14	EFT	First Independent Bank		16.00	16.00
12/31/14	EFT	First Independent Bank		16.00	16.00
1/31/15	EFT	First Independent Bank		16.00	16.00
1/31/15	EFT	First Independent Bank		11.00	11.00
		Total bank charges	<u>-</u>	<u>239.50</u>	<u>239.50</u>
6/17/14	9319	Juan Garcia		120.00	120.00
7/23/14	9362	Juan Garcia		120.00	120.00
8/28/14	9389	Juan Garcia		120.00	120.00
9/2/14	9412	Juan Garcia		120.00	120.00
10/1/14	9435	Juan Garcia		120.00	120.00
		Total gardening	<u>-</u>	<u>600.00</u>	<u>600.00</u>
4/30/14	9286	Saddlehorn HOA		130.00	130.00
7/24/14	9368	Saddlehorn HOA		130.00	130.00
10/1/14	9429	Saddlehorn HOA		130.00	130.00
		Total homeowners association dues	<u>-</u>	<u>390.00</u>	<u>390.00</u>
7/14/14	9342	US Treasury	50,946.00		50,946.00
7/15/14	9350	Colorado Department of Revenue	7,710.00		7,710.00
8/27/14	9386	US Treasury	141.51		141.51
11/25/14	9462	Colorado Department of Revenue	735.00		735.00
		Total income taxes	<u>59,532.51</u>	<u>-</u>	<u>59,532.51</u>
6/27/14	9328	Hartford Insurance		422.00	422.00
		Total insurance	<u>-</u>	<u>422.00</u>	<u>422.00</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE II - EXPENSES
FIRST INDEPENDENT BANK #772
For the period beginning April 1, 2014 and ending March 31, 2015

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Principal</u>	<u>Income</u>	<u>Totals</u>
EXPENSES (continued):					
5/2/14	9289	Maupin Cox & LeGoy	2,500.00	2,500.00	5,000.00
5/2/14	9293	Lewis Roca Rothgerber	2,500.00	2,500.00	5,000.00
7/2/14	9378	Roger M Morris, LLC	2,200.00	2,200.00	4,400.00
7/2/14	9334	Maupin Cox & LeGoy	2,500.00	2,500.00	5,000.00
7/21/14	9354	Roger M Morris, LLC	2,000.00	2,000.00	4,000.00
7/23/14	9363	Maupin Cox & LeGoy	2,500.00	2,500.00	5,000.00
7/23/14	9397	Lewis Roca Rothgerber	1,282.19	1,282.19	2,564.38
9/2/14	9408	Maupin Cox & LeGoy	2,500.00	2,500.00	5,000.00
9/22/14	9422	Maupin Cox & LeGoy	2,500.00	2,500.00	5,000.00
9/25/14	9425	Maupin Cox & LeGoy	12,500.00	12,500.00	25,000.00
10/3/14	9452	Maupin Cox & LeGoy	2,500.00	2,500.00	5,000.00
12/22/14	9470	Palmer Law, Chtd	775.50	775.50	1,551.00
12/29/14	9471	Palmer Law, Chtd	2,500.00	2,500.00	5,000.00
		Total legal fees	<u>38,757.69</u>	<u>38,757.69</u>	<u>77,515.38</u>
6/2/14	EFT	Nevada Secretary of State		325.00	325.00
6/2/14	EFT	Nevada Secretary of State		325.00	325.00
7/16/14	9344	Nevada Secretary of State		325.00	325.00
7/16/14	9345	Nevada Secretary of State		325.00	325.00
7/21/14	9355	Colorado Division of Gaming		10,000.00	10,000.00
10/1/14	9434	office of the water master		43.70	43.70
11/28/14	EFT	Nevada Secretary of State		575.00	575.00
3/25/15	9505	Nevada Secretary of State		85.75	85.75
3/30/15	EFT	Nevada Secretary of State		325.00	325.00
		Total licenses and permits	<u>-</u>	<u>12,329.45</u>	<u>12,329.45</u>
4/1/14	EFT	First Interstate Bank		575.00	575.00
3/18/15	EFT	First Interstate Bank		500.00	500.00
		Total loan fees	<u>-</u>	<u>1,075.00</u>	<u>1,075.00</u>
12/18/14	9468	Mountain View Cemetery	576.33		576.33
		Total memorial and related services	<u>576.33</u>	<u>-</u>	<u>576.33</u>
4/30/14	9280	Dawn Jaksick		173.00	173.00
7/16/14	9351	Dawn Jaksick		134.50	134.50
		Total miscellaneous	<u>-</u>	<u>307.50</u>	<u>307.50</u>
1/29/15	9487	Jessica Clayton		143.00	143.00
		Total meetings	<u>-</u>	<u>143.00</u>	<u>143.00</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE II - EXPENSES
FIRST INDEPENDENT BANK #772
For the period beginning April 1, 2014 and ending March 31, 2015

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Principal</u>	<u>Income</u>	<u>Totals</u>
EXPENSES (continued):					
4/2/14	9267	Employment Security Division		765.66	765.66
4/2/14	9268	Employment Security Division		123.99	123.99
5/1/14	EFT	US Treasury		383.08	383.08
5/16/14	EFT	US Treasury		84.00	84.00
5/16/14	EFT	US Treasury		2,592.48	2,592.48
5/16/14	EFT	US Treasury		1,340.90	1,340.90
7/1/14	EFT	US Treasury		11.18	11.18
7/1/14	EFT	US Treasury		1,233.19	1,233.19
7/21/14	EFT	US Treasury		469.61	469.61
7/21/14	EFT	US Treasury		6.02	6.02
7/23/14	9356	Employment Security Division		752.33	752.33
7/23/14	9357	Employment Security Division		123.99	123.99
9/2/14	EFT	US Treasury		872.54	872.54
10/1/14	EFT	US Treasury		409.05	409.05
10/2/14	EFT	US Treasury		13.26	13.26
10/2/14	EFT	US Treasury		902.90	902.90
10/30/14	9447	Employment Security Division		715.61	715.61
10/30/14	9448	Employment Security Division		127.73	127.73
10/31/14	EFT	US Treasury		890.90	890.90
1/12/15	EFT	US Treasury		995.84	995.84
1/22/15	EFT	US Treasury		711.57	711.57
1/22/15	EFT	US Treasury		10.15	10.15
1/27/15	9483	Employment Security Division		258.70	258.70
1/27/15	9484	Employment Security Division		247.43	247.43
1/28/15	EFT	US Treasury		2,292.80	2,292.80
2/19/15	EFT	US Treasury		227.05	227.05
2/19/15	EFT	US Treasury		14.92	14.92
2/20/15	EFT	US Treasury		153.61	153.61
		Total payroll taxes	<u>-</u>	<u>16,730.49</u>	<u>16,730.49</u>
5/15/14	9299	James Corica		10.59	10.59
8/28/14	9388	Federal Express		66.58	66.58
		Total postage and delivery	<u>-</u>	<u>77.17</u>	<u>77.17</u>
1/30/15	9486	Stockham Consulting West		241.00	241.00
2/20/15	9499	Stockham Consulting West		241.00	241.00
3/31/15	9508	Stockham Consulting West		180.75	180.75
		Total professional fees	<u>-</u>	<u>662.75</u>	<u>662.75</u>
5/6/14	EFT	Washoe County Treasurer		1,491.79	1,491.79
6/5/14	EFT	Washoe County Treasurer		1,472.69	1,472.69
9/4/14	EFT	Washoe County Treasurer		1,453.52	1,453.52
		Total property taxes	<u>-</u>	<u>4,418.00</u>	<u>4,418.00</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE II - EXPENSES
FIRST INDEPENDENT BANK #772
For the period beginning April 1, 2014 and ending March 31, 2015

Date	Check #	Payee	Principal	Income	Totals
EXPENSES (continued):					
10/30/14	9449	Wendy Jaksick		372.31	372.31
		Total repairs	-	372.31	372.31
5/2/14	9285	Montreux Development Group LLC		2,250.00	2,250.00
6/11/14	9318	Montreux Development Group LLC		750.00	750.00
		Total rent - office	-	3,000.00	3,000.00
4/30/14	EFT	IPFS for Aspen American Insurance		108.11	108.11
5/31/14	EFT	IPFS for Aspen American Insurance		108.11	108.11
7/1/14	EFT	IPFS for Aspen American Insurance		108.11	108.11
7/31/14	EFT	IPFS for Aspen American Insurance		108.11	108.11
8/31/14	EFT	IPFS for Aspen American Insurance		108.11	108.11
9/30/14	EFT	IPFS for Aspen American Insurance		108.11	108.11
10/31/14	EFT	IPFS for Aspen American Insurance		108.11	108.11
3/31/15	EFT	IPFS for Aspen American Insurance		111.11	111.11
		Total insurance - rental	-	867.88	867.88
4/15/14	9272	Arlo Stockham		1,388.45	1,388.45
4/15/14	9275	Arlo Stockham		1,388.45	1,388.45
4/15/14	9273	James Corica		520.85	520.85
4/15/14	9271	Nanette Childers		369.40	369.40
4/30/14	9279	Arlo Stockham		1,388.45	1,388.45
4/30/14	9278	Nanette Childers		461.75	461.75
5/15/14	9296	Arlo Stockham		1,388.45	1,388.45
5/15/14	9298	Arlo Stockham		1,388.45	1,388.45
5/15/14	9297	James Corica		520.85	520.85
5/15/14	9295	Nanette Childers		498.69	498.69
5/30/14	9310	Arlo Stockham		1,388.45	1,388.45
5/30/14	9309	Nanette Childers		406.34	406.34
6/13/14	9315	Arlo Stockham		1,388.45	1,388.45
6/13/14	9317	Arlo Stockham		1,388.45	1,388.45
6/13/14	9314	James Corica		520.85	520.85
6/13/14	9316	Nanette Childers		387.87	387.87
6/30/14	9326	Arlo Stockham		1,388.45	1,388.45
6/30/14	9325	Nanette Childers		406.34	406.34
7/15/14	9339	Arlo Stockham		1,388.45	1,388.45
7/15/14	9341	Arlo Stockham		1,388.45	1,388.45
7/15/14	9340	James Corica		520.85	520.85
7/15/14	9338	Nanette Childers		406.34	406.34
7/30/14	9359	Arlo Stockham		1,388.45	1,388.45
7/30/14	9358	Nanette Childers		552.85	552.85
8/15/14	9374	Arlo Stockham		1,388.45	1,388.45
8/15/14	9376	Arlo Stockham		1,388.45	1,388.45
8/15/14	9372	James Corica		520.85	520.85
8/15/14	9375	Nanette Childers		552.85	552.85

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE II - EXPENSES
FIRST INDEPENDENT BANK #772
For the period beginning April 1, 2014 and ending March 31, 2015

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Principal</u>	<u>Income</u>	<u>Totals</u>
EXPENSES (continued):					
8/29/14	9385	Arlo Stockham		2,776.90	2,776.90
8/29/14	9384	Nanette Childers		369.40	369.40
9/15/14	9423	Arlo Stockham		2,776.90	2,776.90
9/15/14	9424	Arlo Stockham		1,153.28	1,153.28
9/15/14	9419	James Corica		520.85	520.85
9/15/14	9421	Nanette Childers		369.40	369.40
9/30/14	9427	Arlo Stockham		1,153.28	1,153.28
9/30/14	9426	Nanette Childers		651.67	651.67
10/15/14	9443	Arlo Stockham		1,153.28	1,153.28
10/15/14	9444	Arlo Stockham		1,153.28	1,153.28
10/15/14	9441	James Corica		520.85	520.85
10/15/14	9442	Nanette Childers		552.85	552.85
10/30/14	9446	Arlo Stockham		1,153.28	1,153.28
10/30/14	9445	Nanette Childers		480.22	480.22
11/14/14	9457	James Corica		520.85	520.85
11/14/14	9458	Nanette Childers		369.40	369.40
11/26/14	9464	Arlo Stockham		1,153.28	1,153.28
11/26/14	9465	Arlo Stockham		1,153.28	1,153.28
11/26/14	9463	Nanette Childers		415.57	415.57
12/15/14	9466	James Corica		520.85	520.85
12/15/14	9467	Nanette Childers		369.40	369.40
12/31/14	9472	Arlo Stockham		1,153.28	1,153.28
12/31/14	9473	Arlo Stockham		1,153.28	1,153.28
12/31/14	9474	Nanette Childers		480.22	480.22
1/15/15	9480	James Corica		520.85	520.85
1/15/15	9479	Nanette Childers		480.22	480.22
1/30/15	9485	Nanette Childers		369.40	369.40
2/13/15	9489	James Corica		520.85	520.85
2/13/15	9488	Nanette Childers		406.34	406.34
2/27/15	9500	Nanette Childers		434.04	434.04
2/27/15	9501	Nanette Childers		36.94	36.94
3/13/15	9502	James Corica		520.85	520.85
3/13/15	9503	Nanette Childers		369.40	369.40
3/31/15	9507	Nanette Childers		369.40	369.40
		Total salaries	<u>-</u>	<u>52,188.12</u>	<u>52,188.12</u>
5/2/14	9290	Arkadin, Inc.		368.99	368.99
6/27/14	9332	Arkadin, Inc.		401.04	401.04
8/11/14	9371	Arkadin, Inc.		715.52	715.52
10/1/14	9433	Arkadin, Inc.		11.96	11.96
3/25/15	9504	Arkadin, Inc.		267.80	267.80
3/31/15	9509	Arkadin, inc.		61.42	61.42
		Total telephone	<u>-</u>	<u>1,826.73</u>	<u>1,826.73</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 11 - EXPENSES
FIRST INDEPENDENT BANK #772
For the period beginning April 1, 2014 and ending March 31, 2015

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Principal</u>	<u>Income</u>	<u>Totals</u>
EXPENSES (continued):					
2/20/15	9498	Bank of America - reimbursements		1,750.52	1,750.52
2/20/15	9495	Dawn Jaksick		395.54	395.54
		Total travel	<u>-</u>	<u>2,146.06</u>	<u>2,146.06</u>
7/23/14	9365	Todd Jaksick	1,000.00	1,000.00	2,000.00
8/28/14	9393	Stan Jaksick	500.00	500.00	1,000.00
8/28/14	9394	Todd Jaksick	1,000.00	1,000.00	2,000.00
9/2/14	9401	Stan Jaksick	900.00	900.00	1,800.00
9/2/14	9404	Todd Jaksick	1,750.00	1,750.00	3,500.00
10/3/14	9437	Stan Jaksick	795.00	795.00	1,590.00
10/3/14	9438	Todd Jaksick	1,645.00	1,645.00	3,290.00
		Total trustee fees	<u>7,590.00</u>	<u>7,590.00</u>	<u>15,180.00</u>
4/30/14	9281	Washoe County Treasurer		124.32	124.32
5/2/14	9291	Waste Management of Nevada		65.82	65.82
5/15/14	9300	Washoe County Treasurer		66.88	66.88
5/22/14	9306	Nevada Energy		244.95	244.95
6/27/14	9329	Nevada Energy		295.90	295.90
6/27/14	9331	Washoe County Treasurer		191.84	191.84
7/24/14	9352	Washoe County Treasurer		434.24	434.24
7/24/14	9366	Nevada Energy		292.82	292.82
8/21/14	9381	Nevada Energy		360.03	360.03
8/21/14	9382	Waste Management of Nevada		65.82	65.82
8/28/14	9395	Washoe County Treasurer		209.62	209.62
9/2/14	9413	Nevada Energy		450.00	450.00
9/2/14	9414	Washoe County Treasurer		200.00	200.00
10/1/14	9431	Washoe County Treasurer		217.05	217.05
11/13/14	9460	Nevada Energy		350.52	350.52
2/19/15	9491	Washoe County Treasurer		40.95	40.95
2/19/15	9493	Truckee Meadows water authorit		27.28	27.28
2/19/15	9494	Nevada Energy		427.07	427.07
		Total utilities - rental	<u>-</u>	<u>4,065.11</u>	<u>4,065.11</u>
TOTAL EXPENSES			<u>\$ 111,456.53</u>	<u>\$ 168,627.50</u>	<u>\$ 280,084.03</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1J - DEDUCTIONS TO PAY TRUST DEBTS
FIRST INDEPENDENT BANK #772
For the period beginning April 1, 2014 and ending March 31, 2015

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Principal</u>	<u>Income</u>	<u>Totals</u>
DEDUCTIONS TO PAY TRUST DEBTS:					
9/2/14	9417	American Ag Credit	\$ 36,879.12	\$ 48,247.30	\$ 85,126.42
		Total Ag Credit (49% joint obligation)	36,879.12	48,247.30	85,126.42
7/15/14	9346	Colorado Department of Revenue	11,164.00		11,164.00
		Total Colorado Department of Revenue	11,164.00	-	11,164.00
4/15/14	9274	US Treasury	200,000.00		200,000.00
7/15/14	9349	US Treasury	18,657.00		18,657.00
		Total IRS	218,657.00	-	218,657.00
7/28/14	EFT	Lakeridge Golf Course Ltd	-	1,600.00	1,600.00
		Total Lakeridge Golf Course Ltd	-	1,600.00	1,600.00
4/28/14	EFT	Janene dental insurance premium	57.62		57.62
5/28/14	EFT	Janene dental insurance premium	28.81		28.81
5/30/14	9313	Janene Jaksick	5,000.00		5,000.00
6/28/14	EFT	Janene dental insurance premium	28.81		28.81
7/15/14	9343	Janene Jaksick	7,000.00		7,000.00
7/28/14	EFT	Janene dental insurance premium	28.81		28.81
8/28/14	EFT	Janene dental insurance premium	28.81		28.81
8/28/14	9391	Janene Jaksick	5,000.00		5,000.00
10/3/14	9451	Janene Jaksick	5,000.00		5,000.00
10/28/14	EFT	Janene dental insurance premium	28.81		28.81
11/28/14	EFT	Janene dental insurance premium	28.81		28.81
		Total Janene Jaksick	22,230.48	-	22,230.48
4/30/14	9283	Nevada State Bank		544.74	544.74
5/23/14	9308	Nevada State Bank		562.91	562.91
6/27/14	9327	Nevada State Bank		544.74	544.74
7/23/14	9364	Nevada State Bank		562.91	562.91
8/21/14	9380	Nevada State Bank		562.91	562.91
9/2/14	9415	Nevada State Bank	5,562.91		5,562.91
10/1/14	9430	Nevada State Bank		524.93	524.93
11/7/14	9454	Nevada State Bank	9,347.98	774.23	10,122.21
12/31/14	9477	Nevada State Bank	4,707.24	759.62	5,466.86
		Total Nevada State Bank	19,618.13	4,836.99	24,455.12

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1J - DEDUCTIONS TO PAY TRUST DEBTS
FIRST INDEPENDENT BANK #772
For the period beginning April 1, 2014 and ending March 31, 2015

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Principal</u>	<u>Income</u>	<u>Totals</u>
DEDUCTIONS TO PAY TRUST DEBTS (continued):					
3/31/14		correction to prior finance charges	(649.90)	649.90	-
5/2/14	cashier	Chase Mortgage	6,748.63	5,357.49	12,106.12
5/2/14	cashier	Chase Mortgage - late fees		2,768.84	2,768.84
7/23/14	9360	Chase Mortgage	1,129.66	880.66	2,010.32
8/21/14	9379	Chase Mortgage	1,133.78	876.54	2,010.32
9/2/14	9400	Chase Mortgage	1,136.83	873.49	2,010.32
10/1/14	9428	Chase Mortgage	1,140.41	869.91	2,010.32
2/19/15	9492	Chase Mortgage	1,151.36	858.96	2,010.32
		Total Chase mortgage	<u>11,790.77</u>	<u>13,135.79</u>	<u>10,051.60</u>
4/1/14	EFT	Western Alliance Bank		513.84	513.84
4/30/14	9282	Western Alliance Bank		1,100.01	1,100.01
5/15/14	9301	Western Alliance Bank		2,105.85	2,105.85
6/27/14	9330	Western Alliance Bank		2,119.22	2,119.22
7/23/14	9361	Western Alliance Bank		2,156.82	2,156.82
8/21/14	9383	Western Alliance Bank		2,221.76	2,221.76
9/2/14	9416	Western Alliance Bank		2,050.86	2,050.86
10/1/14	9432	Western Alliance Bank	2,040.86	78.35	2,119.21
11/6/14	9453	Western Alliance Bank		2,148.81	2,148.81
11/12/14	9459	Western Alliance Bank	141.58	2,007.23	2,148.81
12/31/14	EFT	Western Alliance Bank		680.24	680.24
1/20/15	9475	Western Alliance Bank		2,108.88	2,108.88
		Total Western Alliance Bank	<u>2,182.44</u>	<u>19,291.87</u>	<u>21,474.31</u>
TOTAL DEDUCTIONS TO PAY TRUST DEBTS			<u>\$ 322,521.94</u>	<u>\$ 87,111.95</u>	<u>\$ 409,633.89</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 2 - SUMMARY OF ACCOUNT
RBC - #472

For the period beginning April 1, 2014 and ending March 31, 2015

Date	Ck#	Payor	Description	Amount	Totals
ASSETS ON HAND, April 1, 2014					\$ -
<u>Interest income</u>					
1/31/2015		RBC		107.93	
2/28/2015		RBC		99.23	
3/26/2015		RBC		56.57	
Total interest income				263.73	
<u>Other income</u>					
1/6/2015		Pioneer Group Inc	Income distribution	893,248.00	
1/15/2015		Buckhorn Land & Livestock	Income distribution	100,000.00	
1/21/2015		Pioneer Group Inc	Income distribution	74,731.00	
Total other income				1,067,979.00	
Total income				1,068,242.73	
TOTAL ADDITIONS:					1,068,242.73
TOTAL CHARGEABLE ASSETS					\$ 1,068,242.73
DEDUCTIONS:					
<u>Transfers</u>					
10/2/2014	7019	Samuel S Jaksick Jr Fam Tr	RBC Savings	272,444.00	
1/15/2015	EFT	Samuel S Jaksick Jr Fam Tr	First Interstate Bank	10,000.00	
Total Transfers					282,444.00
<u>Loans made and advances</u>					
1/13/2015	7009	George Brown for ALSB		7,384.00	
Total ALSB Ltd				7,384.00	
1/12/2015	7012	Ag Credit for White Pine		6,681.48	
1/28/2015	7016	IRS for White Pine		104,191.00	
Total White Pine Lumber Company				110,872.48	
Total loans made and advances					118,256.48
<u>Deductions from principal:</u>					
Deductions to pay trust debts (from Schedule 2A)				148,920.16	
Expenses (from Schedule 2B)				85,106.89	
Total deductions from principal					234,027.05
<u>Deductions from income:</u>					
Deductions to pay interest (from Schedule 2A)				19,633.56	
Expenses (from Schedule 2B)				124,118.87	
Distributions (from schedule 2C)				16,017.00	
Total deductions from income					159,769.43
TOTAL DEDUCTIONS:					\$ 794,496.96
ASSETS ON HAND, MARCH 31, 2015					\$ 273,745.77

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 2A - DEDUCTIONS TO PAY TRUST DEBTS
RBC #472

For the period beginning April 1, 2014 and ending March 31, 2015

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Principal</u>	<u>Income</u>	<u>Totals</u>
DEDUCTIONS TO PAY TRUST DEBTS:					
3/13/15	0999	American Express	\$ 352.23		\$ 352.23
		Total American Express	<u>352.23</u>	<u>-</u>	<u>352.23</u>
3/4/15	7037	Bank of the West	760.00		760.00
		Total Bank of the West	<u>760.00</u>	<u>-</u>	<u>760.00</u>
1/12/15	7010	Chase	1,143.74	967.10	2,110.84
1/12/15	7010	Chase	1,147.34	862.98	2,010.32
1/29/15	7023	Chase	1,150.15	960.69	2,110.84
3/31/15	7041	Chase	1,152.59	857.73	2,010.32
		Total Chase	<u>4,593.82</u>	<u>3,648.50</u>	<u>4,121.16</u>
2/24/15	7033	Citibank	10,194.85		10,194.85
		Total Citibank	<u>10,194.85</u>	<u>-</u>	<u>10,194.85</u>
1/29/15	7020	Montreux Development Group LLC	67,185.11	2,814.89	70,000.00
		Total Montreux Development Group LI	<u>67,185.11</u>	<u>2,814.89</u>	<u>70,000.00</u>
1/12/15	7008	Nevada State Bank	4,704.61	762.25	5,466.86
1/29/15	7025	Nevada State Bank	4,804.83	401.70	5,206.53
2/23/15	7032	Nevada State Bank	4,735.04	471.49	5,206.53
3/31/15	7040	Nevada State Bank	4,781.50	425.03	5,206.53
		Total Nevada State Bank	<u>19,025.98</u>	<u>2,060.47</u>	<u>21,086.45</u>
1/30/15	EFT	Stanley S Jaksick	36,808.17	5,691.83	42,500.00
		Total Stanley S Jaksick	<u>36,808.17</u>	<u>5,691.83</u>	<u>42,500.00</u>
1/12/15	7011	Western Alliance Bank		1,428.59	1,428.59
3/4/15	7034	Western Alliance Bank	10,000.00	2,108.88	12,108.88
3/16/15	7038	Western Alliance Bank		1,880.40	1,880.40
		Total Western Alliance Bank	<u>10,000.00</u>	<u>5,417.87</u>	<u>15,417.87</u>
TOTAL DEDUCTIONS TO PAY TRUST DEBTS			<u><u>\$ 148,920.16</u></u>	<u><u>\$ 19,633.56</u></u>	<u><u>\$ 168,553.72</u></u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 2B - EXPENSES
RBC #472
For the period beginning April 1, 2014 and ending March 31, 2015

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Principal</u>	<u>Income</u>	<u>Totals</u>
EXPENSES:					
1/28/15	7017	Rossmann MacDonald & Benetti	\$ 22,853.50	\$ 22,853.50	\$ 45,707.00
		Accounting fees Total	<u>22,853.50</u>	<u>22,853.50</u>	<u>45,707.00</u>
1/15/15		RBC		20.00	20.00
3/9/15	9999	computer share (stock transfer fee)	533.76		533.76
		Bank Fees Total	<u>533.76</u>	<u>20.00</u>	<u>553.76</u>
2/4/15	7028	Saddlehorn HOA		180.00	180.00
		Homeowners association dues Total	<u>-</u>	<u>180.00</u>	<u>180.00</u>
1/12/15	7004	Colorado department of revenue	1,936.00		1,936.00
3/31/15	9999	Colorado department of revenue	175.00		175.00
		Income tax expenses Total	<u>2,111.00</u>	<u>-</u>	<u>2,111.00</u>
2/23/15	7031	Mt Rose Insurance		314.75	314.75
		Insurance Total	<u>-</u>	<u>314.75</u>	<u>314.75</u>
1/7/15	7002	Lewis Roca Rothgerber	19,768.63	19,768.62	39,537.25
1/7/15	7003	Maupin Cox & LeGoy	30,000.00	30,000.00	60,000.00
1/29/15	7024	Lewis Roca Rothgerber	2,340.00	2,340.00	4,680.00
1/29/15	7022	Maupin Cox & LeGoy	2,500.00	2,500.00	5,000.00
2/23/15	7030	Maupin Cox & LeGoy	2,500.00	2,500.00	5,000.00
3/31/15	7039	Maupin Cox & LeGoy	2,500.00	2,500.00	5,000.00
		Legal fees Total	<u>59,608.63</u>	<u>59,608.62</u>	<u>119,217.25</u>
3/4/15	7036	Stan Jaksick		1,072.00	1,072.00
		Travel Total	<u>-</u>	<u>1,072.00</u>	<u>1,072.00</u>
1/29/15	7021	Stan Jaksick		12,855.00	12,855.00
1/30/15	EFT	Todd Jaksick		25,710.00	25,710.00
		Trustee fees Total	<u>-</u>	<u>38,565.00</u>	<u>38,565.00</u>
1/12/15	7013	NV energy		388.17	388.17
1/12/15	7015	Washoe county treasurer		130.25	130.25
2/3/15	7026	NV energy		528.90	528.90
2/4/15	7029	Truckee Meadows water authorit		17.91	17.91
3/31/15	7042	NV energy		398.82	398.82
3/31/15	7043	Washoe county treasurer		40.95	40.95
		Utilities Total	<u>-</u>	<u>1,505.00</u>	<u>1,505.00</u>
TOTAL EXPENSES			<u>\$ 85,106.89</u>	<u>\$ 124,118.87</u>	<u>\$ 209,225.76</u>

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SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 2C - DISTRIBUTIONS

RBC #472

For the period beginning April 1, 2014 and ending March 31, 2015

Date	Check #	Payee	Totals
DISTRIBUTIONS:			
1/12/15	7005	Colorado department of revenue	6,272.00
		Distribution - Todd Jaksick Trust u/a Samuel S Jaksick Jr Family Trust	6,272.00
1/12/15	7007	Colorado department of revenue	6,272.00
		Distribution - Stan Jaksick Trust u/a Samuel S Jaksick Jr Family Trust	6,272.00
1/12/15	7006	Colorado department of revenue	3,473.00
		Distribution - Wendy Jaksick Trust u/a Samuel S Jaksick Jr Family Trust	3,473.00
TOTAL DISTRIBUTIONS			\$ 16,017.00

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SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 3 - SUMMARY OF ACCOUNT
AMERICAN AGCREDIT

For the period beginning April 1, 2014 and ending March 31, 2015

Date	Payor	Description	Amount	Totals
ASSETS ON HAND, April 1, 2014				\$ -
<u>Interest income</u>				
12/31/14	American AgCredit	Interest income	\$ 50.24	
1/28/15	Bright Holland	Interest on loan repayment	26.64	
1/31/15	American AgCredit	Interest income	9.44	
2/28/15	American AgCredit	Interest income	10.03	
3/31/15	American AgCredit	Interest income	82.07	
Total interest income			178.42	
<u>Dividend income</u>				
4/1/14	American AgCredit	Dividend income	6,246.64	
Total interest income			6,246.64	
<u>Other income</u>				
12/31/14	Jackrabbit Properties LLC	Income distribution	31,717.80	
Total other income			31,717.80	
Total income				38,142.86
<u>Loan payments received</u>				
1/28/15	Bright Holland	loan repayment	15,160.00	
Total loan payments received				15,160.00
<u>Transfers</u>				
4/2/14	Samuel S Jaksick Jr Fam Tr	Transfer from First Interstate Bank	10,000.00	
10/2/14	Samuel S Jaksick Jr Fam Tr	Transfer from RBC Savings	272,444.00	
Total Transfers				282,444.00
TOTAL ADDITIONS:				335,746.86
TOTAL CHARGEABLE ASSETS				\$ 335,746.86
DEDUCTIONS:				
<u>Loans made and advances</u>				
2/13/15	American AgCredit for White Pine		\$ 7,015.55	
3/1/15	American AgCredit for White Pine		6,681.48	
Total White Pine Lumber Company			13,697.03	
Total loans made and advances				13,697.03
<u>Deductions to pay trust debts</u>				
<u>American AgCredit</u>				
9/2/14	American AgCredit		16,246.64	
Total American AgCredit				16,246.64
TOTAL DEDUCTIONS:				\$ 29,943.67
ASSETS ON HAND, MARCH 31, 2015				\$ 305,803.19

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SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 4 - SUMMARY OF ACCOUNT
WELLS FARGO SAVINGS
For the period beginning April 1, 2014 and ending March 31, 2015

<u>Date</u>	<u>Payor</u>	<u>Description</u>	<u>Amount</u>	<u>Totals</u>
ASSETS ON HAND, April 1, 2014				<u>\$ 65.43</u>
TOTAL CHARGEABLE ASSETS				<u><u>\$ 65.43</u></u>
DEDUCTIONS:				
<u>Bank Charges</u>				
4/30/14	Wells Fargo	Bank Charges	\$ 10.00	
5/31/14	Wells Fargo	Bank Charges	10.00	
6/30/14	Wells Fargo	Bank Charges	10.00	
7/31/14	Wells Fargo	Bank Charges	10.00	
8/31/14	Wells Fargo	Bank Charges	10.00	
9/30/14	Wells Fargo	Bank Charges	10.00	
10/31/14	Wells Fargo	Bank Charges	5.43	
Total Bank Charges				65.43
TOTAL DEDUCTIONS:				<u><u>\$ 65.43</u></u>
ASSETS ON HAND, MARCH 31, 2015				<u><u>\$ -</u></u>

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SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 5 - SUMMARY OF ACCOUNT
WELLS FARGO CHECKING
 For the period beginning April 1, 2014 and ending March 31, 2015

<u>Date</u>	<u>Payor</u>	<u>Description</u>	<u>Amount</u>	<u>Totals</u>
ASSETS ON HAND APRIL 1, 2014				<u>\$ 2.32</u>
TOTAL CHARGEABLE ASSETS				<u><u>\$ 2.32</u></u>
DEDUCTIONS:				
<u>Transfers out</u>				
3/18/15	First Interstate Bank	Transfer	<u>2.32</u>	
Total Transfers out				2.32
TOTAL DEDUCTIONS:				<u><u>\$ 2.32</u></u>
ASSETS ON HAND, MARCH 31, 2015				<u><u>\$ -</u></u>

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