

IN THE SUPREME COURT OF THE STATE OF NEVADA

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

Electronically Filed
Apr 13 2021 03:51 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

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 3 (Part 1) of 22

Pages TJA000402-TJA000505

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

DOCUMENT	DATE FILED or ADMITTED	VOL. NO.	PAGE NO.
Petition for Confirmation of Trustee and Admission of Trust to the Jurisdiction of the Court, and for Approval of Accountings and other Trust Administration Matters (SSJ's Issue Trust)	8.2.17	1	TJA000001-000203
Petition for Confirmation of Trustees and Admission of Trust to the Jurisdiction of the Court, and For Approval of Accountings and Other Trust Administration Matters (Family Trust) (Separated)	8.2.17	2	TJA000204-000401
Petition for Confirmation of Trustees and Admission of Trust to the Jurisdiction of the Court, and For Approval of Accountings and Other Trust Administration Matters (Family Trust) (Separated)	8.2.17	3	TJA00402-00585
Respondent Wendy A. Jaksick's Opposition and Objection to Petition	10.10.17	4	TJA000586-000594

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

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

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

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

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

Scheduled			
Verdicts	3.4.19	5	TJA000954-000957
Motion for Order Awarding Costs and Attorneys' Fees for Todd Jaksick, Individually, Duck Lake Ranch, LLC, and Incline TSS, Ltd.	3.13.19	6	TJA000958-001157
Petitioner Wendy A. Jaksick's Opposition to Motion for Attorney Fees	3.25.19	6	TJA001158-001175
Reply in Support of Motion for Order Awarding Costs and Attorneys' Fees for Todd Jaksick, Individually, Duck Lake Ranch, LLC and Incline TSS, Ltd.	4.1.19	7	TJA001176-001185
Request for Submission of Motion for Order Awarding Costs and Attorneys' Fees	4.1.19	7	TJA001186-001189
Trial Transcript	5.13.19	7	TJA001190-001202
Order Addressing Evidence at Equitable Trial	5.20.19	7	TJA001203-001274
Stanley Jaksick's Written Closing Arguments	7.1.19	7	TJA001275-001281
Todd B. Jaksick's Closing Argument Brief	7.1.19	7	TJA001282-001362
Wendy Jaksick's Brief of Opening Arguments in the Equitable Claims	7.1.19	8	TJA001363-001470

Trial			
Petitioner's Trial Brief on Equitable Claims	7.1.19	8	TJA001471-001535
Todd B. Jaksick's Closing Argument Brief	7.31.19	9	TJA001536-001623
Petitioner's Reply to Wendy Jaksick's Trial Brief on Equitable Claims	7.31.19	9	TJA001624-001661
Wendy Jaksick's Brief of Closing Arguments in the Equitable Claims Trial	7.31.19	10	TJA001662-001757
Stanley Jaksick's Written Closing Reply Brief	7.31.19	11	TJA001758-001977
Order for Supplemental Briefing	2.6.20	12	TJA001978-001979
Todd Jaksick's Supplemental Brief in Response to the Court's February 6, 2020 Order for Supplemental Briefing	2.18.20	12	TJA001980-002043
Trustees' Supplemental Brief	2.18.20	12	TJA002044-002077
Supplemental Brief by Stanley Jaksick, Co-Trustee of the Samuel S. Jaksick, Jr. Family Trust	2.18.20	12	TJA002078-002085
Wendy Jaksick's Supplemental Brief in the Equitable Claims Trial	2.25.20	12	TJA002086-002093
Order After Equitable Trial	3.12.20	12	TJA002094-002118
Notice of Entry of Order	3.17.20	12	TJA002119-002146

Memorandum of Costs	3.17.20	12	TJA002147-002164
Verified Memorandum of Costs	3.23.20	13	TJA002165-002189
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
Motion to Strike Verified Memorandum of Costs	3.26.20	13	TJA002195-002215
Motion to Retax Costs and Joinder to Motions to Strike	3.26.20	13	TJA002216-002219
Judgment on Verdict and Order After Equitable Trial	4.1.20	13	TJA002220-002254
Notice of Entry of Judgment	4.1.20	13	TJA002255-002292
Petitioners' Verified Memorandum of Costs and Disbursements	4.2.20	14	TJA002293-002409
Memorandum of Costs and Disbursements	4.2.20	14	TJA002410-002430
Memorandum of Costs and Disbursements	4.2.20	14	TJA002431-002442
Joinder to Memorandum of Costs	4.6.20	14	TJA002443-002445
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
Motion for Attorneys' Fees and	4.9.20	15	TJA002451-002615

Costs – Kevin Riley			
Motion for Attorney’s Fees and Costs – Michael Kimmel	4.9.20	16	TJA002616-002769
Omnibus Opposition to Motions to Strike Wendy Jaksick’s Verified Memorandum of Costs filed by Trustees	4.9.20	16	TJA002770-002776
Motion for Attorney Fees and Costs for Todd Jaksick, Individually, for Trial on Equitable Claims	4.10.20	16	TJA002777-002833
Reply in Support of Motion to Strike Verified Memorandum of Costs	4.13.20	17	TJA002834-002841
Request for Submission	4.13.20	17	TJA002842-002845
Order Denying Wendy Jaksick’s Costs	4.21.20	17	TJA002846-002847
Notice of Entry of Order	4.21.20	17	TJA002848-002857
Memorandum of Attorney’s Fees by Stanley Jaksick, as Co-Trustee of the Family Trust	4.22.20	17	TJA002858-002910
Request for Submission	4.22.20	17	TJA002911-002913
Opposition to Motion for Attorney’s Fees and Costs of Michael Kimmel, Individually and as Co-Trustee	4.23.20	17	TJA002914-002930
Opposition to Motion for Attorney’s Fees and Costs of Kevin Riley,	4.23.20	17	TJA002931-002946

Individually and as Co-Trustee of the Family Trust and as Trustee of the BHC Family Trust			
Opposition to Motion for Order Awarding Costs and Attorney's Fees for Todd Jaksick, Individually on Equitable Claims	4.24.20	17	TJA002947-002985
Opposition and Motion to Strike Memorandum of Attorney's Fees by Stanley Jaksick as Co-Trustee of the Family Trust	4.27.20	17	TJA002986-002992
Motion to Alter or Amend the Judgment	4.28.20	17	TJA002993-003000
Trial Transcript	5.13.19	17	TJA001190-001202
Order Regarding Costs	4.30.20	18	TJA003044-003045
Motion to Alter or Amend Judgment, or Alternatively, Motion for New Trial	4.30.20	18	TJA003046-003113
Reply in Support of Motion for Attorney's Fees and Costs	5.1.20	18	TJA003114-003126
Request for Submission	5.1.20	18	TJA003127-003130
Reply to Opposition to Motion for Order Awarding Costs and Attorney's Fees for Todd Jaksick, Individually, For Trial on Equitable Claims	5.1.20	18	TJA003131-003147

Request for Submission	5.1.20	18	TJA003148-003151
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
Limited Joinder to Todd B. Jaksick's Opposition to Wendy Jaksick's Motion to Alter or Amend Judgment, or, Alternatively, Motion for a New Trial	5.12.20	18	TJA003190-003196
Opposition to Alter or Amend the Judgment Award of Attorney's Fees to Wendy	5.12.20	18	TJA003197-003205
Supplemental Motion in Support of Award of Attorney's Fees to Wendy Jaksick's Attorneys	5.12.20	19	TJA003206-003324
Opposition to Todd B. Jaksick's Motion to Amend the Judgment	5.13.20	19	TJA003325-003339
Opposition to Wendy Jaksick's Motion to Alter or Amend Judgment, or in the Alternative, Motion for New Trial	5.13.20	19	TJA003340-003344
Reply to Wendy Jaksick's Amended Opposition and Motion to Strike Stanley Jaksick's Verified Memorandum of Attorney's Fees as	5.13.20	19	TJA003345-003348

Co-Trustee of the Family Trust			
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
Request for Submission	5.18.20	19	TJA003358-003365
Reply in Support of Motion to Alter or Amend Judgment	5.19.20	19	TJA003366-003372
Request for Submission	5.19.20	19	TJA003373-003376
Motion to Strike Wendy's Supplemental Motion in Support of Award of Attorney's Fees to Wendy Jaksick's Attorneys	5.19.20	19	TJA003377-003381
Reply in Support of Todd B. Jaksick's, Individually, Motion to Amend the Judgment	5.19.20	20	TJA003382-003452
Request for Submission	5.19.20	20	TJA003453-003456
Order Awarding Costs	5.19.20	20	TJA003457
Notice of Entry of Order	5.20.20	20	TJA003458-003461
Petitioner's Verified Memorandum of Attorney's Fees	5.21.20	21	TJA003462-003608
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
Joinder to Todd B. Jaksick's	6.1.20	21	TJA003618-003621

Opposition to Wendy Jaksick's Supplemental Motion			
Opposition to Motion to Strike Wendy's Supplemental Motion in Support of Award of Attorney's Fees to Wendy Jaksick's Attorneys	6.1.20	21	TJA003622-003627
Reply in Support of Motion to Strike Wendy's Supplemental Motion in Support of Award of Attorney's Fees to Wendy Jaksick's Attorneys	6.8.20	21	TJA003628-003634
Request for Submission	6.8.20	21	TJA003635-003638
Order Resolving Submitted Matters	6.10.20	22	TJA003639-003646
Notice of Appeal	7.10.20	22	TJA003647-003650
Case Appeal Statement	7.10.20	22	TJA003651-003657
Notice of Appeal	7.10.20	22	TJA003658-003661
Case Appeal Statement	7.10.20	22	TJA003662-003669
Notice of Appeal	7.13.20	22	TJA003670-003677
Case Appeal Statement	7.13.20	22	TJA003678-003680
Notice of Cross Appeal	7.21.20	22	TJA003681-003777
Case Appeal Statement	7.21.20	22	TJA003778-003790
Amended Judgment	7.6.20	22	TJA003791-003811

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

DOCUMENT	DATE FILED or ADMITTED	VOL. NO.	PAGE NO.
Amended Judgment	7.6.20	22	TJA003791-003811
Association of Counsel	1.2.18	4	TJA000624-000625
Association of Counsel	2.23.18	4	TJA000672-000692
Association of Counsel	2.23.18	4	TJA000693-000712
Case Appeal Statement	7.10.20	22	TJA003651-003657
Case Appeal Statement	7.10.20	22	TJA003662-003669
Case Appeal Statement	7.13.20	22	TJA003678-003680
Case Appeal Statement	7.21.20	22	TJA003778-003790
Commissioner's Recommendation Referring Cases to Probate Judge	10.12.17	4	TJA000615-000617
Counter-Petition to Surcharge Trustees for Breach of Fiduciary Duties, for Removal of Trustees and Appointment of Independent Trustee(s), and for Declaratory Judgment and other Relief	1.19.18	4	TJA000632-000671
Demand for Jury	1.3.18	4	TJA000626-000628
Errata to Kevin Riley's Answer to First Amended Counter-Petition to Surcharge Trustees for Breach of Fiduciary Duties, For Removal of	4.19.18	5	TJA000820-000823

Trustees and Appointment of Independent Trustees, and for Declaratory Judgment and Other Relief			
Errata to Todd B. Jaksick's and Michael S. Kimmel's Answer to First Amended Counter-Petition to Surcharge Trustees for Breach of Fiduciary Duties, For Removal of Trustees and Appointment of Independent Trustees, and for Declaratory Judgment and Other Relief	4.19.18	5	TJA000816-000819
First Amended Counter-Petition to Surcharge Trustees for Breach of Fiduciary Duties, for Removal of Trustee(s), and for Declaratory Judgment and Other Relief	2.23.18	4	TJA000713-000752
Joinder to Memorandum of Costs	4.6.20	14	TJA002443-002445
Joinder to 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	8.7.18	5	TJA000845-000847

Judgment and Other Relief			
Joinder to Todd B. Jaksick's Opposition to Wendy Jaksick's Supplemental Motion	6.1.20	21	TJA003618-003621
Judgment on Verdict and Order After Equitable Trial	4.1.20	13	TJA002220-002254
Kevin Riley's Answer to First Amended Counter-Petition to Surcharge Trustees for Breach of Fiduciary Duties, For Removal of Trustees and Appointment of Independent Trustee(s), and For Declaratory Judgment and Other Relief	4.17.18	5	TJA000800-000815
Limited Joinder to Todd B. Jaksick's Opposition to Wendy Jaksick's Motion to Alter or Amend Judgment, or, Alternatively, Motion for a New Trial	5.12.20	18	TJA003190-003196
Memorandum of Attorney's Fees by Stanley Jaksick, as Co-Trustee of the Family Trust	4.22.20	17	TJA002858-002910
Memorandum of Costs	3.17.20	12	TJA002147-002164
Memorandum of Costs and Disbursements	4.2.20	14	TJA002410-002430

Memorandum of Costs and Disbursements	4.2.20	14	TJA002431-002442
Motion for Attorney Fees and Costs for Todd Jaksick, Individually, for Trial on Equitable Claims	4.10.20	16	TJA002777-002833
Motion for Attorney's Fees and Costs – Michael Kimmel	4.9.20	16	TJA002616-002769
Motion for Attorneys' Fees and Costs – Kevin Riley	4.9.20	15	TJA002451-002615
Motion for Order Awarding Costs and Attorneys' Fees for Todd Jaksick, Individually, Duck Lake Ranch, LLC, and Incline TSS, Ltd.	3.13.19	6	TJA000958-001157
Motion to Alter or Amend Judgment, or Alternatively, Motion for New Trial	4.30.20	18	TJA003046-003113
Motion to Alter or Amend the Judgment	4.28.20	17	TJA002993-003000
Motion to Retax Costs and Joinder to Motions to Strike	3.26.20	13	TJA002216-002219
Motion to Strike Verified Memorandum of Costs	3.26.20	13	TJA002195-002215
Motion to Strike Wendy's Supplemental Motion in Support	5.19.20	19	TJA003377-003381

of Award of Attorney's Fees to Wendy Jaksick's Attorneys			
Notice of Appeal	7.10.20	22	TJA003647-003650
Notice of Appeal	7.10.20	22	TJA003658-003661
Notice of Appeal	7.13.20	22	TJA003670-003677
Notice of Appearance	6.4.18	5	TJA000824-000827
Notice of Appearance	6.4.18	5	TJA000828-000831
Notice of Appearance	4.17.18	4	TJA000796-000799
Notice of Appearance (Todd B. Jaksick, individually)	11.3.17	4	TJA000621-000623
Notice of Cross Appeal	7.21.20	22	TJA003681-003777
Notice of Entry of Judgment	4.1.20	13	TJA002255-002292
Notice of Entry of Order	3.13.18	4	TJA000757-000761
Notice of Entry of Order	3.13.18	4	TJA000762-000766
Notice of Entry of Order	3.17.20	12	TJA002119-002146
Notice of Entry of Order	4.21.20	17	TJA002848-002857
Notice of Entry of Order	5.20.20	20	TJA003458-003461
Omnibus Opposition to Motions to Strike Wendy Jaksick's Verified Memorandum of Costs filed by Trustees	4.9.20	16	TJA002770-002776
Opposition and Motion to Strike Memorandum of Attorney's Fees by Stanley Jaksick as Co-Trustee of the Family Trust	4.27.20	17	TJA002986-002992
Opposition to Alter or Amend the	5.12.20	18	TJA003197-003205

Judgment Award of Attorney's Fees to Wendy			
Opposition to Motion for Attorney's Fees and Costs of Kevin Riley, Individually and as Co-Trustee of the Family Trust and as Trustee of the BHC Family Trust	4.23.20	17	TJA002931-002946
Opposition to Motion for Attorney's Fees and Costs of Michael Kimmel, Individually and as Co-Trustee	4.23.20	17	TJA002914-002930
Opposition to Motion for Order Awarding Costs and Attorney's Fees for Todd Jaksick, Individually on Equitable Claims	4.24.20	17	TJA002947-002985
Opposition to Motion to Strike Wendy's Supplemental Motion in Support of Award of Attorney's Fees to Wendy Jaksick's Attorneys	6.1.20	21	TJA003622-003627
Opposition to Todd B. Jaksick's Motion to Amend the Judgment	5.13.20	19	TJA003325-003339
Opposition to Wendy Jaksick's Motion for Leave to Join Indispensable Parties	12.6.18	5	TJA000873-000876

Opposition to Wendy Jaksick's Motion to Alter or Amend Judgment, or in the Alternative, Motion for New Trial	5.13.20	19	TJA003340-003344
Order Accepting Transfer	10.17.17	4	TJA000618-000620
Order Addressing Evidence at Equitable Trial	5.20.19	7	TJA001203-001274
Order After Equitable Trial	3.12.20	12	TJA002094-002118
Order Associating Counsel	3.13.18	4	TJA000753-000754
Order Associating Counsel	3.13.18	4	TJA000755-000756
Order Awarding Costs	5.19.20	20	TJA003457
Order Denying Wendy Jaksick's Costs	4.21.20	17	TJA002846-002847
Order for Supplemental Briefing	2.6.20	12	TJA001978-001979
Order Granting Consolidation	1.5.18	4	TJA000629-000631
Order Granting in Part and Denying in Part Motion for Leave to Join Indispensable Parties	1.16.19	5	TJA000937-000948
Order Regarding Costs	4.30.20	18	TJA003044-003045
Order Resolving Submitted Matters	6.10.20	22	TJA003639-003646
Petition for Confirmation of Trustee and Admission of Trust to the Jurisdiction of the Court, and for Approval of Accountings and other Trust Administration	8.2.17	1	TJA000001-000203

Matters (SSJ's Issue Trust)			
Petition for Confirmation of Trustees and Admission of Trust to the Jurisdiction of the Court, and For Approval of Accountings and Other Trust Administration Matters (Family Trust) (Separated)	8.2.17	2	TJA000204-000401
Petition for Confirmation of Trustees and Admission of Trust to the Jurisdiction of the Court, and For Approval of Accountings and Other Trust Administration Matters (Family Trust) (Separated)	8.2.17	3	TJA00402-00585
Petitioner Wendy A. Jaksick's Opposition to Motion for Attorney Fees	3.25.19	6	TJA001158-001175
Petitioner's Opposition to Wendy Jaksick's Motion for Leave to Join Indispensable Parties	12.6.18	5	TJA000877-000898
Petitioner's Reply to Wendy Jaksick's Trial Brief on Equitable Claims	7.31.19	9	TJA001624-001661
Petitioner's Trial Brief on Equitable Claims	7.1.19	8	TJA001471-001535

Petitioner's Verified Memorandum of Attorney's Fees	5.21.20	21	TJA003462-003608
Petitioners' Verified Memorandum of Costs and Disbursements	4.2.20	14	TJA002293-002409
Pre-Trial Order Regarding Trial Scheduled	1.22.19	5	TJA000949-000953
Reply in Support of Motion for Attorney's Fees and Costs	5.1.20	18	TJA003114-003126
Reply in Support of Motion for Order Awarding Costs and Attorneys' Fees for Todd Jaksick, Individually, Duck Lake Ranch, LLC and Incline TSS, Ltd.	4.1.19	7	TJA001176-001185
Reply in Support of Motion to Alter or Amend Judgment	5.19.20	19	TJA003366-003372
Reply in Support of Motion to Strike Verified Memorandum of Costs	4.13.20	17	TJA002834-002841
Reply in Support of Motion to Strike Wendy's Supplemental Motion in Support of Award of Attorney's Fees to Wendy Jaksick's Attorneys	6.8.20	21	TJA003628-003634
Reply in Support of Todd B. Jaksick's, Individually, Motion to	5.19.20	20	TJA003382-003452

Amend the Judgment			
Reply to Opposition to Motion for Order Awarding Costs and Attorney's Fees for Todd Jaksick, Individually, For Trial on Equitable Claims	5.1.20	18	TJA003131-003147
Reply to Wendy Jaksick's Amended Opposition and Motion to Strike Stanley Jaksick's Verified Memorandum of Attorney's Fees as Co-Trustee of the Family Trust	5.13.20	19	TJA003345-003348
Request for Submission	4.13.20	17	TJA002842-002845
Request for Submission	4.22.20	17	TJA002911-002913
Request for Submission	5.1.20	18	TJA003127-003130
Request for Submission	5.1.20	18	TJA003148-003151
Request for Submission	5.18.20	19	TJA003358-003365
Request for Submission	5.19.20	19	TJA003373-003376
Request for Submission	5.19.20	20	TJA003453-003456
Request for Submission	6.8.20	21	TJA003635-003638
Request for Submission of Motion for Order Awarding Costs and Attorneys' Fees	4.1.19	7	TJA001186-001189
Request for Submission of Wendy A. Jaksick's Motion for Leave to Join Indispensable Parties	12.18.18	5	TJA000934-000936

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

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

Relief			
Todd B. Jaksick's Answer and Objections to First Amended Counter-Petition to Surcharge Trustees for Breach of Fiduciary Duties, For Removal of Trustees and Appointment of Independent Trustee(s) and For Declaratory Judgment and Other Relief	4.9.18	4	TJA000767-000779
Todd B. Jaksick's Closing Argument Brief	7.1.19	7	TJA001282-001362
Todd B. Jaksick's Closing Argument Brief	7.31.19	9	TJA001536-001623
Todd B. Jaksick's Opposition to Wendy Jaksick's Motion to Alter or Amend Judgment, or, Alternatively, Motion for a New Trial	5.8.20	18	TJA003152-003189
Todd B. Jaksick's Opposition to Wendy Jaksick's Supplemental Motion in Support of Award of Attorney's Fees	5.21.20	21	TJA003609-003617
Todd B. Jaksick's, Individually, Opposition to Wendy Jaksick's Motion for Leave to Join Indispensable Parties	12.6.18	5	TJA000856-000872

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

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

Dated this 13th day of April, 2021.

ROBISON, SHARP, SULLIVAN & BRUST
A Professional Corporation
71 Washington Street
Reno, Nevada 89503

/s/ Therese M. Shanks, Esq.
KENT R. ROBISON (SBN #1167)
THERESE M. SHANKS (SBN #12890)
Attorneys for Appellant/Cross-Respondent
Todd B. Jaksick, in his individual capacity

CERTIFICATE OF SERVICE

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

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

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

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

Donald A. Lattin, Esq.
Carolyn K. Renner, Esq.
Maupin, Cox & LeGoy
4785 Caughlin Parkway
P. O. Box 30000
Reno, Nevada 89519
Email: dlattin@mcllawfirm.com / crenner@mcllawfirm.com
Attorneys for Appellants/Cross Respondents/Trustees
Todd B. Jaksick, Michael S. Kimmel, Kevin Riley

Phil Kreitlein, Esq.
Kreitlein Law Group
1575 Delucchi Lane, Suite 101
Reno, Nevada 89502
Email: philip@kreitleinlaw.com
Attorneys for Appellant/Cross Respondent Stanley S. Jaksick

Adam Hosmer-Henner, Esq.
McDonald Carano
100 West Liberty Street, 10th Floor
P.O. Box 2670
Reno, NV 89505
Email: ahosmerhenner@mcdonaldcarano.com
Attorneys for Appellant/Cross Respondent Stanley S. Jaksick

Mark J. Connot, Esq.
Fox Rothschild LLP
1980 Festival Plaza Drive, Suite 700
Las Vegas, Nevada 89135
Email: mconnot@foxrothschild.com
Attorney for Respondent/Cross Appellant Wendy A. Jaksick

R. Kevin Spencer, Esq. / Zachary E. Johnson, Esq.
Spencer & Johnson PLLC
500 N. Akard Street, Suite 2150
Dallas, Texas 75201
Email: kevin@dallasprobate.com / zach@dallasprobate.com
Attorneys for Respondent/Cross Appellant Wendy A. Jaksick

DATED this 13th day of April, 2021.

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

EXHIBIT 7.a

EXHIBIT 7.a

EXHIBIT 7.a

SAMUEL S JAKSICK JR FAMILY TRUST
FINANCIAL STATEMENTS
April 1, 2015 to March 31, 2016

CONTENTS

	<u>Page</u>
ACCOUNTANT'S COMPILATION REPORT	1
FINANCIAL STATEMENTS:	
Summary of Account	2
<u>Schedules:</u>	
Schedule A – Assets on Hand, beginning of year	3
Schedule A1 – Notes and Other Receivables, beginning of year	4-6
Schedule A2 – Closely Held Businesses, beginning of year	7
Schedule B – Receipts of Principal	8
Schedule C – Losses	9
Schedule D – Deductions from Principal	10
Schedule E – Distributions from Principal	11
Schedule F – Receipts of Income	12
Schedule G – Deductions from Income	13
Schedule H – Assets on Hand, end of year	14
Schedule H1 – Notes Receivable, end of year	15-17
Schedule H2 – Closely Held Businesses, end of year	18
Schedule I – Non-Cash Transactions	19
Schedule J – Notes and Other Receivables Activity	20-21
Schedule K – Investment Activity	22-23
Schedule L – Reconciliation of Account Transfers	24
Schedule M – Unpaid Claims and Trust Debts	25-29
Schedule N – Contingent Trust Obligations	30-31
Schedule 1 – Summary of Account – First Independent Bank #772	32
Schedule 1A – Loan Proceeds Received – First Independent Bank #772	33
Schedule 1B – Additional assets received – First Independent Bank #772	34
Schedule 1C – Receipts of Income – First Independent Bank #772	35
Schedule 1D – Collections on Loans – First Independent Bank #772	36
Schedule 1E – Transfers in – First Independent Bank #772	37
Schedule 1F – Transfers out – First Independent Bank #772	38
Schedule 1G – Loans Made and Advances – First Independent Bank #772	39
Schedule 1H – Investments Made – First Independent Bank #772	40
Schedule 1I – Expenses – First Independent Bank #772	41-43
Schedule 1J – Deductions to Pay Trust Debts – First Independent Bank #772	44
Schedule 2 – Summary of Account – RBC Wealth Management	45
Schedule 2A – Receipts of Income – RBC Wealth Management	46
Schedule 2B – Investments Made – RBC Wealth Management	47
Schedule 2C – Expenses – RBC Wealth Management	48-49
Schedule 2D – Deductions to Pay Trust Debts – RBC Wealth Management	50
Schedule 3 – Summary of Account – American AgCredit	51-53
Schedule 4 – Summary of Account – Chase Mortgage Escrow Account	54

ROSSMANN
MACDONALD &
BENETTI, INC.



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

The trustees of the Samuel S Jaksick Jr Family Trust are responsible for the accompanying financial statements of the Samuel S Jaksick Jr Family Trust including related schedules, as of March, 31, 2016, and for the period April 1, 2015 to March 31, 2016. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by the trustees. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

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

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

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

January 12, 2017

SAMUEL S JAKSICK JR FAMILY TRUST
SUMMARY OF ACCOUNT
For the period beginning April 1, 2015 and ending March 31, 2016

	<u>Schedule</u>	<u>Amounts</u>	<u>Totals</u>
ASSETS ON HAND, BEGINNING OF YEAR	A		<u>\$ 3,754,982.15</u>
PRINCIPAL BALANCE ON HAND:			
Principal balance on hand, beginning of year	-	\$ 5,648,827.38	
Transfer to income	-	<u>(1,893,845.23)</u>	
Principal balance on hand, after transfer to income		3,754,982.15	
Receipts of principal	B	201,311.92	
Losses	C	(22,572.19)	
Less: deductions from principal	D	<u>(624,296.46)</u>	
Total principal balance before distributions from principal	-	3,309,425.42	
Distributions from principal	E	<u>\$ -</u>	
TOTAL PRINCIPAL BALANCE ON HAND			3,309,425.42
INCOME BALANCE ON HAND:			
Income balance on hand, beginning of year	-	\$ (1,893,845.23)	
Transfer from principal	-	<u>1,893,845.23</u>	
Income balance on hand, after transfer from principal	-	-	
Receipts of income	F	199,760.32	
Less: deductions from income	G	<u>(125,564.12)</u>	
Total income balance	-	<u>\$ 74,196.20</u>	
TOTAL INCOME BALANCE ON HAND			<u>74,196.20</u>
TOTAL ASSETS ON HAND, MARCH 31, 2016	H		<u>\$ 3,383,621.62</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE A - ASSETS ON HAND, BEGINNING OF YEAR
As of April 1, 2015

	<u>Schedule</u>	<u>Fiduciary Acquisition Value</u>	<u>Estimated Value</u>
CASH:			
Checking account, First Independent Bank #772	1	\$ 5,462.52	\$ 5,462.52
RBC Wealth Management	2	273,745.77	273,745.77
American AgCredit	3	305,803.19	305,803.19
UNDEPOSITED CHECKS:	-	254.80	254.80
MARKETABLE SECURITIES:			
United Technologies Corporation (140 shares)	-	13,050.80	13,050.80
PERSONAL PROPERTY:			
Various	-	107,880.00	107,900.00
NOTES AND OTHER RECEIVABLES:	A1	914,280.83	914,287.00
REAL ESTATE:			
4005 Quail Rock Lane, Reno NV	-	540,000.00	540,000.00
CLOSELY HELD BUSINESSES:	A2	1,594,504.24	1,517,000.00
TOTAL ASSETS ON HAND, APRIL 1, 2015		<u><u>\$ 3,754,982.15</u></u>	<u><u>\$ 3,677,504.08</u></u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE A1 - NOTES AND OTHER RECEIVABLES, BEGINNING OF YEAR
As of April 1, 2015

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

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE A1 - NOTES AND OTHER RECEIVABLES, BEGINNING OF YEAR
As of April 1, 2015

	<u>Fiduciary Acquisition Value</u>	<u>Estimated Value</u>
NOTES AND OTHER RECEIVABLES (continued):		
Note receivable - Todd Jaksick Family Trust (Note #1 - including accrued interest of \$4,993.15) 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 two \$2,500.00 payment on behalf of Bright-Holland Company dated 1/29/13 and 1/31/14. The note was repaid on 4/30/14. An additional advance was incorrectly applied to this note in the amount of \$2,582.45 and should have been applied to note #2.	2,520.76	2,521.00

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE A1 - NOTES AND OTHER RECEIVABLES, BEGINNING OF YEAR
As of April 1, 2015

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

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE A2 - CLOSELY HELD BUSINESSES, BEGINNING OF YEAR
As of April 1, 2015

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

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE B - RECEIPTS OF PRINCIPAL
For the period beginning April 1, 2015 and ending March 31, 2016

	<u>Schedule</u>	<u>Totals</u>
RECEIPTS OF PRINCIPAL:		
Loan proceeds received	1	\$ 201,168.93
Receipt of additional assets from liquidation of Etrade account	1	<u>142.99</u>
TOTAL RECEIPTS OF PRINCIPAL		<u>\$ 201,311.92</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE C - LOSSES
For the period beginning April 1, 2015 and ending March 31, 2016

	<u>Date</u>	<u>Amounts</u>
LOSSES FROM LIQUIDATIONS OF INVESTMENTS		
<u>Loss from liquidation of Lakecrest Realty, Inc.</u>		
Payments to IRS on old payroll tax liabilities	5/13/15	\$ (29.06)
Payments to IRS on old payroll tax liabilities	11/24/15	(237.45)
Payments to IRS on old payroll tax liabilities	11/24/15	(396.68)
Payments to IRS on old payroll tax liabilities	3/17/16	<u>(263.30)</u>
Net loss from liquidation of Lakecrest Realty, Inc.		<u>(926.49)</u>
<u>Loss from liquidation of SST Westridge, LLC</u>		
Liquidation proceeds	11/17/2015	6,748.05
Less: carrying value of note receivable		(325.00)
Less: carrying value of investment		<u>(28,068.75)</u>
Net loss from liquidation of SST Westridge, LLC		<u>(21,645.70)</u>
TOTAL LOSSES		<u><u>\$ (22,572.19)</u></u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE D - DEDUCTIONS FROM PRINCIPAL
For the period beginning April 1, 2015 and ending March 31, 2016

	<u>Schedule</u>	<u>Amounts</u>	<u>Totals</u>
DEDUCTIONS FROM PRINCIPAL:			
<u>Expenses:</u>			
First Independent Bank #772	1	\$ 259,424.25	
RBC	2	<u>6,500.00</u>	
Total expenses			\$ 265,924.25
<u>Payment of trust debts:</u>			
First Independent Bank #772	1	91,786.36	
RBC	2	85,245.97	
American AgCredit	3	56,339.88	
Non-cash payments of trust debts	K	<u>125,000.00</u>	
Total payment of trust debts			<u>358,372.21</u>
TOTAL DEDUCTIONS FROM PRINCIPAL			<u>\$ 624,296.46</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE E - DISTRIBUTIONS FROM PRINCIPAL
For the period beginning April 1, 2015 and ending March 31, 2016

Totals

DISTRIBUTIONS FROM PRINCIPAL:

Residuary bequests

Transfer of 50% of Samuel S Jaksick Jr I LLC to the Stanley S Jaksick Trust created by the Samuel S Jaksick Jr Family Trust Agreement on June 4, 2014 on November 11, 2015.

(NOTE: It was the intent of the co-trustees to distribute a proportionate share of the holdings to the Wendy Jaksick Trust created by the Samuel S Jaksick Jr Family Trust Agreement on June 4, 2014 and the Samuel S Jaksick Jr Irrevocable Grandchild Trust No 2 dated June 30, 2012. However, a necessary income certification was requested from Wendy to proceed with a potential sale of the holdings but the trustees were refused by Wendy Jaksick who represents the beneficiaries of both of these trusts. One third of the holdings are being held by Stanley Jaksick on behalf of the Wendy Jaksick Trust created by the Samuel S Jaksick Jr Family Trust Agreement on June 4, 2014 and the Samuel S Jaksick Jr Irrevocable Grandchild Trust No 2 dated June 30, 2012)

\$ -

Transfer of 50% of Samuel S Jaksick Jr I LLC to the Todd B Jaksick Trust created by the Samuel S Jaksick Jr Family Trust Agreement on June 4, 2014 on November 11, 2015.

(NOTE: It was the intent of the co-trustees to distribute a proportionate share of the holdings to the Wendy Jaksick Trust created by the Samuel S Jaksick Jr Family Trust Agreement on June 4, 2014 and the Samuel S Jaksick Jr Irrevocable Grandchild Trust No 2 dated June 30, 2012. However, a necessary income certification was requested from Wendy to proceed with a potential sale of the holdings but the trustees were refused by Wendy Jaksick who represents the beneficiaries of both of these trusts.)

-

Transfer of 130,000 shares of White Pine Lumber Co. (representing 2/3 of the voting shares of the interest) to the Stanley S Jaksick Trust created by the Samuel S Jaksick Jr Family Trust Agreement on June 4, 2014 on January 14, 2016. (NOTE: 65,000 shares are being held by Stanley Jaksick on behalf of the Wendy Jaksick Trust created by the Samuel S Jaksick Jr Family Trust Agreement on June 4, 2014 and the Samuel S Jaksick Jr Irrevocable Grandchild Trust No 2 dated June 30, 2012). The shares were transferred to qualify White Pine Lumber Co. for a potential land sale. The land sale did not go through, accordingly the shares were assigned back to the Samuel S Jaksick Jr Family Trust on November 7, 2016.

-

Transfer of 65,000 shares of White Pine Lumber Co. (representing 1/3 of the voting shares of the interest) to the Todd B Jaksick Trust created by the Samuel S Jaksick Jr Family Trust Agreement on June 4, 2014 on January 14, 2016. The shares were transferred to qualify White Pine Lumber Co. for a potential land sale. The land sale did not go through, accordingly the shares were assigned back to the Samuel S Jaksick Jr Family Trust on November 7, 2016.

-

TOTAL DISTRIBUTIONS FROM PRINCIPAL

\$ -

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE F - RECEIPTS OF INCOME
For the period beginning April 1, 2015 and ending March 31, 2016

	<u>Schedule</u>	<u>Totals</u>
RECEIPTS OF INCOME:		
First Independent Bank #772	1	\$ 88,987.26
RBC Wealth Management	2	100,369.08
American AgCredit	3	9,634.68
Non-cash receipts	I	<u>769.30</u>
TOTAL RECEIPTS OF INCOME		<u>\$ 199,760.32</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE G - DEDUCTIONS FROM INCOME
For the period beginning April 1, 2015 and ending March 31, 2016

	<u>Schedule</u>	<u>Amounts</u>	<u>Totals</u>
DEDUCTIONS FROM INCOME:			
<u>Expenses</u>			
First Independent Bank #772	1	\$ 19,622.78	
RBC	2	13,508.07	
Chase mortgage escrow account	4	<u>10,697.31</u>	
Total expenses			\$ 43,828.16
<u>Deductions to pay interest</u>			
First Independent Bank #772	1	22,680.91	
RBC	2	14,021.86	
American AgCredit	3	<u>45,033.19</u>	
Total deductions to pay interest			<u>81,735.96</u>
TOTAL DEDUCTIONS FROM INCOME			<u><u>\$ 125,564.12</u></u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE H - ASSETS ON HAND, END OF YEAR
As of March 31, 2016

	<u>Schedule</u>	<u>Fiduciary Acquisition Value</u>	<u>Estimated Value</u>
CASH:			
Checking account, First Independent Bank #772	1	\$ 2,589.28	\$ 2,589.28
RBC Wealth Management	2	379.95	379.95
American AgCredit	3	18,859.73	18,859.73
Chase Mortgage escrow account	4	(3,666.81)	(3,666.81)
MARKETABLE SECURITIES:			
United Technologies Corporation (140 shares)	-	13,050.80	14,668.00
PERSONAL PROPERTY:			
Various	-	107,880.00	107,880.00
NOTES AND OTHER RECEIVABLES:	H1	996,781.38	996,800.00
REAL ESTATE:			
4005 Quail Rock Lane, Reno NV	-	632,368.93	700,000.00
CLOSELY HELD BUSINESSES:	H2	1,615,378.36	1,497,000.00
TOTAL ASSETS ON HAND, MARCH 31, 2016		<u><u>\$ 3,383,621.62</u></u>	<u><u>\$ 3,334,510.15</u></u>

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE H1 - NOTES AND OTHER RECEIVABLES, END OF YEAR

As of March 31, 2016

	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 .45% at December 31, 2015 and changes every year.	\$ 65,164.45	\$ 65,165.00
Note receivable - White Pine Lumber Co Note receivable dated April 30, 2013 originating from a \$850.00 advance to White Pine Lumber Company. Interest is accrued at 1% per annum. Additional advances totaling \$399,206.34 from the trust have been attached to this note by agreement. Interest is payable annually and the principal and accrued interest is payable April 30, 2016. On April 20, 2016, the maturity date was extended to December 31, 2017.	183,813.22	183,814.00
Note receivable - Bright Holland Co (Note #2) Note receivable in the amount of \$127,380.06 dated July 24, 2013 originating from a \$127,380.06 loan payment to American AgCredit on behalf of Bright-Holland Company pursuant to an existing loan guarantee. Interest is accrued at 6.05% per annum which is the interest rate of the underlying loan. Two additional payments totaling \$37,785.45 have been attached to this note by agreement. Interest is payable annually and the principal and accrued interest is payable July 24, 2016. On March 31, 2015, the maturity date of the note was extended to December 31, 2017. The note was repaid during June 2016.	152,335.51	152,336.00
Note receivable - Todd Jaksick Family Trust (Note #3) Note receivable in the amount of \$105,510.76 dated September 1, 2013. The advance originated from a payment to American AgCredit on behalf of Todd Jaksick pursuant to an existing loan guarantee. Principal and accrued interest at 1.5% is payable September 1, 2018. The note is conditionally repayable depending on the effects of the indemnification agreement with Samuel S Jaksick Jr dated January 1, 2008.	90,568.60	90,569.00

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE H1 - NOTES AND OTHER RECEIVABLES, END OF YEAR
As of March 31, 2016

	Fiduciary Acquisition Value	Estimated Value
NOTES AND OTHER RECEIVABLES (continued):		
<p>Receivable - Todd Jaksick Family Trust (Note #4)</p> <p>Note receivable in the amount of \$105,510.75 dated September 1, 2015. The advance originated from a payment to American AgCredit on behalf of Todd Jaksick pursuant to an existing loan guarantee. Principal and accrued interest at 1.5% is payable December 31, 2017. The note is conditionally repayable depending on the effects of the indemnification agreement with Samuel S Jaksick Jr dated January 1, 2008.</p>	105,510.75	105,511.00
<p>Note receivable - TBJ SC Trust (including accrued interest of \$587.37)</p> <p>Note receivable, originally in the amount of \$349,129 dated August 17, 2004. Assumed by the TBJ SC Trust June 17, 2015. Interest only payments are payable annually at 4% until August 15, 2013 at which time the principal and accrued interest is payable in full. The note is in default. The Samuel S Jaksick Jr. Family trust directs the trustee to distribute the balance of the note back to the TBJ SC Trust for the benefit of Ben and Amanda Jaksick upon the death of Samuel S Jaksick Jr.</p>	103,659.16	103,660.00
<p>Note receivable - Todd Jaksick Family Trust (Note #1 - including accrued interest of \$4,993.15)</p> <p>Note receivable, originally in the amount of \$75,000 dated January 31, 2011. Interest only payments are payable annually at 3% per annum until January 31, 2015 at which time the principal and accrued interest is payable in full. On April 20, 2016, the maturity date of the note was extended to December 31, 2017 by agreement.</p>	79,993.15	79,994.00
<p>Note receivable - White Pine Lumber Co #2</p> <p>Note receivable dated April 1, 2015 originating from a \$6,681.48 advance to White Pine Lumber Company. Interest is accrued at 1% per annum. Additional advances totaling \$76,073.24 from the trust have been attached to this note by agreement. Interest is payable annually and the principal and accrued interest is payable December 31, 2017.</p>	76,170.66	76,171.00
<p>Note receivable - Wendy Jaksick</p> <p>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.</p>	59,260.29	59,261.00

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE H1 - NOTES AND OTHER RECEIVABLES, END OF YEAR
As of March 31, 2016

	<u>Fiduciary Acquisition Value</u>	<u>Estimated Value</u>
NOTES AND OTHER RECEIVABLES (continued):		
Note receivable - Bright Holland Co (Note #5)	40,467.00	40,467.00
<p>Note receivable in the amount of \$40,467 dated June 29, 2015 originating from a \$40,467 loan payment to American AgCredit on behalf of Bright-Holland Company pursuant to an existing loan guarantee. Interest is accrued at 6.05% per annum which is the interest rate of the underlying loan. Interest is payable annually on March 31 and the principal and accrued interest is payable December 31, 2018. The note was repaid during June 2016.</p>		
Note receivable - Toiyabe Investment Co	28,417.17	28,418.00
<p>Note receivable dated June 18, 2013 in the amount of \$1,745.00. Interest is accrued at 3% per annum. Originating from a \$1,745.00 advance to Toiyabe Investment Company. Additional advances totaling \$26,672.17 have been attached to this note by agreement. Interest is payable annually and the principal and accrued interest is payable June 18, 2016. On May 23, 2016 the maturity date of the note was extended to December 31, 2017 by agreement.</p>		
Note receivable - BBB Investments LLC	11,021.42	11,022.00
<p>Note receivable in the amount of \$1,338.96 dated August 8, 2013. Interest is accrued at 3% per annum. Originating from a \$1,338.96 advance to BBB Investments, LLC. Additional advances totaling \$9,682.46 have been attached to this note by agreement. Interest is payable annually and the principal and accrued interest is payable August 8, 2016. The August 8, 2014 and August 8, 2015 interest payments have been extended by agreement. This note was repaid in January 2017.</p>		
Duck Flat Ranch LLC receivable	300.00	300.00
Duck Lake Ranch LLC receivable	100.00	100.00
TOTAL NOTES AND OTHER RECEIVABLES	<u>\$ 996,781.38</u>	<u>\$ 996,788.00</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE H2 - CLOSELY HELD BUSINESSES, END OF YEAR
As of March 31, 2016

	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)	109,147.00	110,000.00
Basecamp LLC (18.75% interest)	33,441.43	34,000.00
Montreux Golf Club Ltd (1% interest)	23,000.00	23,000.00
Samuel S Jaksick Jr IV LLC (100% interest)	20,000.00	20,000.00
BBB Investments (49% interest)	18,637.56	19,000.00
Lakeridge Golf Course Ltd (1% interest)	8,000.00	8,000.00
Gerlach Green Energy LLC (45% interest)	3,000.00	3,000.00
SJ Ranch LLC	121,137.71	-
ALSB LTD (100% interest)	-	-
Bent Arrow LLC (100% interest)	-	-
Lake-Ridge Corporation (100% interest)	-	-
Samuel S Jaksick Jr II LLC (100% interest)	-	-
Spring Mountain NV Development Co (25% interest)	-	-
TOTAL CLOSELY HELD BUSINESSES	<u>\$ 1,615,378.36</u>	<u>\$ 1,497,000.00</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE I - NON-CASH TRANSACTIONS
For the period beginning April 1, 2015 and ending March 31, 2016

<u>Date</u>	<u>Descriptions</u>	<u>Principal</u>	<u>Income</u>
NON-CASH RECEIPTS:			
4/1/2015	Correction of assessment of interest related to Bright Holland note #4 on 4/30/14	\$ -	\$ 61.69
4/20/2015	ALSB Ltd. (a 100% trust owned entity) made a payment to Western Alliance Bank dba First Independent Bank of Nevada from a lot sale in the amount of \$125,000 on behalf the Samuel S Jaksick Jr. Family Trust. The amount was applied to unpaid balance on an existing note receivable from ALSB Ltd. The total payment of \$125,000 was applied to the principal balance of the ALSB LTD note receivable in the amount of \$124,292.39 and accrued interest of \$707.61.	124,292.39	707.61
TOTAL NON-CASH RECEIPTS		<u><u>\$ 124,292.39</u></u>	<u><u>\$ 769.30</u></u>
NON-CASH PAYMENTS OF TRUST DEBTS:			
4/20/2015	ALSB Ltd. (a 100% trust owned entity) made a payment to Western Alliance Bank dba First Independent Bank of Nevada from a lot sale in the amount of \$125,000 on behalf the Samuel S Jaksick Jr. Family Trust. The total payment of \$125,000 was applied to the principal balance loan.	125,000.00	-
TOTAL NON-CASH PAYMENTS OF TRUST DEBTS		<u><u>\$ 125,000.00</u></u>	<u><u>\$ -</u></u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE J - NOTES AND OTHER RECEIVABLES ACTIVITY
For the period beginning April 1, 2015 and ending March 31, 2016

<u>Date</u>	<u>Description</u>	<u>Amounts</u>	<u>Totals</u>
NOTES AND OTHER RECEIVABLES ACTIVITY:			
<u>Receivable Jaksick Family LLC #2</u>			
4/1/2015	Balance		\$ 50.00
11/2/2015	Payment	(50.00)	(50.00)
	Balance, Jaksick Family LLC		\$ -
<u>Note receivable Bright Holland (Note #2)</u>			
4/1/2015	Balance		\$ 149,753.06
4/1/2015	4/1/14 Advance misapplied to note #4 and should be note #2	2,582.45	2,582.45
	Balance, Bright Holland Co		\$ 152,335.51
<u>Note receivable Bright Holland (Note #4)</u>			
4/1/2015	Balance		\$ 2,520.76
4/1/2015	4/1/14 Advance misapplied to note #4 and should be note #2	(2,582.45)	
4/1/2015	Interest charged incorrectly to note #4	61.69	(2,520.76)
	Balance, Bright Holland Co		\$ -
<u>Note receivable Bright Holland (Note #5)</u>			
4/1/2015	Balance		\$ -
6/29/2015	Payment to American AgCredit on behalf of Bright-Holland	40,467.00	40,467.00
	Balance, Bright Holland Co		\$ 40,467.00
<u>Receivable ALSB Ltd</u>			
4/1/2015	Balance		\$ 189,456.84
	ALSB Ltd. (a 100% trust owned entity) made a payment to Western Alliance Bank dba First Independent Bank of Nevada from a lot sale in the amount of \$125,000 on behalf the Samuel S Jaksick Jr. Family Trust. The amount was applied to unpaid balance on an existing note receivable from ALSB Ltd. The total payment of \$125,000 was applied to the principal balance of the ALSB LTD note receivable in the amount of		
4/20/2015	\$124,292.39 and accrued interest of \$707.61.	(124,292.39)	(124,292.39)
	Balance, ALSB Ltd		\$ 65,164.45
<u>Receivable SST Westridge, LLC</u>			
4/1/15	Balance		\$ 425.00
11/17/15	SST Westridge, LLC	(100.00)	
11/17/15	loss on liquidation of SST Westridge, LLC	(325.00)	(425.00)
	Balance, SST Westridge LLC		\$ -

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE J - NOTES AND OTHER RECEIVABLES ACTIVITY
For the period beginning April 1, 2015 and ending March 31, 2016

<u>Date</u>	<u>Description</u>	<u>Amounts</u>	<u>Totals</u>
NOTES RECEIVABLE ACTIVITY (continued):			
<u>Note receivable, Todd Jaksick #3</u>			
4/1/2015	Balance		\$ 105,510.76
5/8/15	loan repayment	(3,457.16)	
8/31/15	loan repayment	(6,617.69)	
3/21/16	loan repayment	(4,867.31)	(14,942.16)
	Balance, Todd Jaksick		<u>\$ 90,568.60</u>
<u>Receivable, Todd Jaksick #4</u>			
4/1/2015	Balance		\$ -
9/1/15	American AgCredit for Todd Jaksick	105,510.75	105,510.75
	Balance, Todd Jaksick		<u>\$ 105,510.75</u>
<u>Note receivable White Pine Lumber Co #2</u>			
4/1/2015	Balance		\$ -
4/1/15	American AgCredit for White Pine	6,681.48	
5/1/15	American AgCredit for White Pine	6,681.48	
5/8/15	loan repayment	(4,096.39)	
6/1/15	American AgCredit for White Pine	6,681.48	
6/30/15	American AgCredit for White Pine	6,681.48	
8/1/15	American AgCredit for White Pine	6,681.48	
9/1/15	American AgCredit for White Pine	6,681.48	
9/28/15	loan repayment	(6,592.19)	
10/1/15	American AgCredit for White Pine	6,681.48	
10/7/15	American AgCredit for White Pine	6,681.48	
11/1/15	American AgCredit for White Pine	6,681.48	
12/1/15	American AgCredit for White Pine	6,681.48	
1/7/16	American AgCredit for White Pine	6,681.48	
1/13/16	American AgCredit for White Pine	6,681.48	
2/24/16	American AgCredit for White Pine	6,681.48	76,170.66
	Balance, White Pine Lumber Co		<u>\$ 76,170.66</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE K - INVESTMENT ACTIVITY
For the period beginning April 1, 2015 and ending March 31, 2016

<u>Date</u>	<u>Descriptions</u>	<u>Amounts</u>	<u>Totals</u>
INVESTMENT ACTIVITY:			
<u>4005 Quail Rock Lane, Reno NV</u>			\$ 540,000.00
8/11/15	Realm Construction	17,142.27	
8/18/15	Realm Construction	9,064.83	
9/3/15	Realm Construction	20,749.14	
10/28/15	Realm Construction	40,259.77	
12/14/15	Realm Construction	5,152.92	92,368.93
Balance, 4005 Quail Rock Lane, Reno NV			\$ 632,368.93
<u>Lakecrest Realty Inc. (liquidated)</u>			
4/1/2015	Fiduciary acquisition value		\$ -
5/13/15	Payments to US Treasury for prior payroll taxes	29.06	
11/24/15	Payments to US Treasury for prior payroll taxes	237.45	
11/24/15	Payments to US Treasury for prior payroll taxes	396.68	
3/17/16	Payments to US Treasury for prior payroll taxes	263.30	
3/17/16	Loss recognized for nonrecoverable payments	(926.49)	-
Balance, Lakecrest Realty Inc.			\$ -
<u>SJ Ranch, LLC</u>			
4/1/2015	Fiduciary acquisition value		\$ 79,979.40
4/7/15	Additional investment	150.00	
6/29/2015	Additional investment	41,008.31	41,158.31
Balance, SJ Ranch, LLC			\$ 121,137.71
<u>Duck Flat Ranch, LLC</u>			
4/1/2015	Fiduciary acquisition value		\$ 109,000.00
10/23/15	Additional investment	147.00	147.00
Balance, Duck Flat Ranch, LLC			\$ 109,147.00
<u>SST Westridge LLC</u>			
4/1/2015	Fiduciary acquisition value		\$ 28,000.00
11/11/2014	Investment	68.75	
11/17/15	Loss on liquidation of SST Westridge, LLC	(28,068.75)	(28,000.00)
Balance, SST Westridge LLC			\$ -

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE K - INVESTMENT ACTIVITY
For the period beginning April 1, 2015 and ending March 31, 2016

<u>Date</u>	<u>Descriptions</u>	<u>Amounts</u>	<u>Totals</u>
INVESTMENT ACTIVITY (continued):			
<u>BBB Investments, LLC</u>			
4/1/2015	Fiduciary acquisition value		\$ 11,000.00
5/12/15	Additional investment	686.00	
6/8/15	Additional investment	686.00	
7/9/15	Additional investment	710.50	
8/1/15	Additional investment	686.00	
9/2/15	Additional investment	686.00	
10/8/15	Additional investment	686.00	
11/12/15	Additional investment	714.00	
12/8/15	Additional investment	1,321.04	
12/15/15	Additional investment	171.50	
1/27/16	Additional investment	660.52	
3/2/16	Additional investment	630.00	7,637.56
	Balance, BBB Investments, LLC		<u>\$ 18,637.56</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE L - RECONCILIATION OF ACCOUNT TRANSFERS
For the period beginning April 1, 2015 and ending March 31, 2016

	<u>Schedule</u>	<u>Totals</u>
TRANSFERS IN:		
First Independent Bank	1	\$ 250,000.00
American AgCredit	3	37,832.36
Chase Mortgage Escrow Account	4	<u>7,030.50</u>
TOTAL TRANSFERS IN		<u><u>\$ 294,862.86</u></u>
TRANSFERS OUT:		
First Independent Bank	1	\$ 44,862.86
RBC	2	<u>250,000.00</u>
TOTAL TRANSFERS OUT		<u><u>\$ 294,862.86</u></u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE M - UNPAID CLAIMS AND TRUST DEBTS
As of March 31, 2016

	<u>Amounts</u>
UNPAID CLAIMS AND TRUST DEBTS:	
Internal Revenue Service Estate taxes (paid December 2016)	\$ 540,964.00
Internal Revenue Service Taxes due on 2015 Fiduciary income tax returns	34,739.00
California Franchise Tax Board Taxes due on 2015 Fiduciary income tax returns	468.00
Note Payable - American AgCredit (49% of joint obligation) Original note dated August 20, 2004 in the amount of \$2,960,000 due and payable September 1, 2024. Principal and interest payments in the amount of \$206,883.82 are payable annually on September 1. Interest on the note is fixed at 6.05% per annum. Todd Jaksick is jointly obligated on this note and is apportioned 51% of the balance. The outstanding principal balance as of March 31, 2016 is \$1,404,102.95. The note is secured by real property and cross collateralized with real estate owned by SJ Ranch, LLC, Bright Holland Co, and White Pine Lumber Co.	688,010.45
Note Payable - Western Alliance Bank dba First Independent Bank Dated May 15, 2016. Principal amount of \$310,277.42 due and payable May 15, 2016. Interest on the note is at 5.5% per annum and is payable monthly. The note is secured by real property. The note was extended to February 15, 2017 on May 15, 2016.	310,277.42
Note Payable - Chase Mortgage Original note in the amount of \$455,000. Principal and interest payments in the amount of \$2,019.55 are payable monthly. Interest on the note is variable at 3.45% per annum at March 31, 2016. The note is secured by 4005 Quail Rock Lane.	305,025.37
Note Payable - Wendy Jaksick (from life insurance trust) Principal amount of \$231,432.07 and accrued interest is due and payable December 31, 2017. Interest is payable annually at 5% per annum with a default rate of 12% per annum. Currently in default. Interest is accrued at 5% annual rate.	303,714.95
Note Payable - Todd Jaksick (from life insurance trust) Principal amount of \$231,432.07 and accrued interest is due and payable December 31, 2017. Interest is payable annually at 5% per annum with a default rate of 12% per annum. Currently in default. Interest is accrued at 5% annual rate.	303,714.95

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE M - UNPAID CLAIMS AND TRUST DEBTS
As of March 31, 2016

	<u>Amounts</u>
UNPAID CLAIMS AND TRUST DEBTS (continued):	
Note Payable - Stan Jaksick (from life insurance trust)	303,714.95
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.	
Note payable - Lakeridge Golf Course Ltd #2	191,169.91
Note payable dated April 9, 2014 originating from a \$562.91 payment made by Lakeridge Golf Course Ltd on behalf of the trust. The note accrues interest at 3% per annum. Several additional advances totaling \$190,607 to the trust have been attached to this note by agreement. Interest is payable annually and the note and accrued interest is payable April 9, 2017. The maturity date was extended to December 31, 2017 on March 31, 2015. The remaining principal and accrued interest on the note was paid during September 2016.	
Note payable - Lakeridge Golf Course Ltd #3	174,961.83
Note payable dated September 3, 2015 originating from a \$20,749.14 advance by Lakeridge Golf Course Ltd to the trust. The note accrues interest at 3% per annum. Several additional advances totaling \$154,212.69 to the trust have been attached to this note by agreement dated March 31, 2016. Interest is payable annually on March 31 and the note and accrued interest is payable December 31, 2017.	
Note payable - Lakeridge Golf Course Ltd #4	17,142.27
Note payable dated August 11, 2015 originating from a \$17,142.27 advance by Lakeridge Golf Course Ltd to the trust. The note accrues interest at 3% per annum. Interest is payable annually on March 31 and the note and accrued interest is payable December 31, 2017.	
Note payable - Lakeridge Golf Course Ltd #5	9,064.83
Note payable dated August 21, 2015 originating from a \$9,064.83 advance by Lakeridge Golf Course Ltd to the trust. The note accrues interest at 3% per annum. Interest is payable March 31 and the note and accrued interest is payable December 31, 2017.	
Note payable - SSJ's Issue Trust	150,000.00
Original principal in the amount of \$150,000 dated September 25, 2014. The note bears interest of 6% annually and was payable September 25, 2014. The maturity date was extended to December 31, 2015 and the interest rate was increased to 7% on September 25, 2015. The note was extended again to December 31, 2017 on July 25, 2016. The note is secured by 4005 Quail Rock Lane.	

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE M - UNPAID CLAIMS AND TRUST DEBTS
As of March 31, 2016

	<u>Amounts</u>
UNPAID CLAIMS AND TRUST DEBTS (continued):	
Note payable - SSJ's Issue Trust	115,000.00
Original principal in the amount of \$115,000 dated August 28, 2014. The note bears interest of 6% annually and was payable August 28, 2016. On July 25, 2016 the note was extended to December 31, 2017 and the interest rate was increased to 7% effective August 28, 2015. The note is secured by 27,500 shares of Toiyabe Investment Company.	
Note Payable - Montreux Development Group LLC	60,000.00
Original principal in the amount of \$110,000. The note bears interest at 5% and all principal and accrued interest is due six months from the date Montreux Development Group, LLC pays a third party under a separate note payable which was due December 12, 2015. On March 15, 2016 the note was extended to December 31, 2017.	
Note Payable - Nevada State Bank	34,624.23
Dated May 1, 2013. Original principal in the amount of \$147,471.94 due and payable February 1, 2016. Principal and interest payments in the amount of \$5,227.60 are payable monthly. Interest on the note is fixed at 4.75% per annum. The note is secured by real property. The note was paid off November 2016.	
Payable - Duck Flat Ranch LLC	85,446.07
Payable originating from an advance to Samuel Jaksick Jr dated May 12, 2010 in the amount of \$74,487.26. Interest is accrued at 5% per annum. There are no repayment terms for this payable.	
Payable - Lakeridge Golf Course Ltd	78,183.66
Payables originating from several advances to Samuel Jaksick Jr. beginning December 31, 2012 and totaling \$142,976.09. Interest is accrued at 3% per annum. There are no repayment terms for this payable. The balance of this note was paid in September 2016.	
Note payable - Stan Jaksick	61,187.95
Original principal in the amount of \$100,000 dated February 15, 2012. The note provided that principal and accrued interest is payable on February 15, 2014 at 5% per annum. The note was extended to December 31, 2017.	
Note Payable - Montreux Development Group LLC	41,299.97
Note payable dated September 3, 2013 originating from a \$3,485.08 payment made by Montreux Development Group LLC on behalf of the trust. Interest is accrued at 3% per annum. Several additional advances totaling \$105,000 to the trust have been attached to this note by agreement. Interest is payable annually on March 31 and the note and accrued interest was payable September 3, 2016. The remaining principal and accrued interest on the note was paid during December 2016.	

See accountant's compilation report

EXHIBIT 7.b

EXHIBIT 7.b

EXHIBIT 7.b

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE M - UNPAID CLAIMS AND TRUST DEBTS
As of March 31, 2016

	<u>Amounts</u>
UNPAID CLAIMS AND TRUST DEBTS (continued):	
Note payable, Jaksick Family LLC	34,000.00
Note payable dated May 30, 2014 in the amount of \$34,000. Principal and accrued interest at 3% annually is due and payable on December 31, 2016. The remaining principal and accrued interest on the note was paid during October 2016.	
Bank of America - credit card (settled 5/25/16 for \$7,612) Past due and in default	12,685.75
Note payable - Montreux Golf Club Ltd	8,150.99
Note payable dated July 15, 2013 in the amount of \$1,119.99 originating from payments for health insurance on behalf of employees of the trust. Interest is accrued at 3% per annum. Several additional advances amounting to \$7,031 are attached to this note by agreement. Interest is payable annually and the note and accrued interest is payable July 15, 2016. The remaining principal and accrued interest on the note was paid during December 2016.	
Note Payable - Nevada Pronghorn LLC	5,750.00
Note payable dated July 19, 2013 in the amount of \$5,750. The original note indicated that principal and accrued interest (at .18%) is due and payable on December 31, 2013, but was extended to December 31, 2014 along with an adjustment to the interest rate to 1.5% annually, and extended again to June 30, 2016, along with an adjustment to the interest rate to 3.0% annually. The remaining principal and accrued interest on the note was paid during December 2016.	
Note Payable - Nevada Pronghorn LLC	5,500.00
Note payable dated July 23, 2013 in the amount of \$5,500. The original note indicated that principal and accrued interest (at .18%) is due and payable on December 31, 2013, but was extended to December 31, 2014 along with an adjustment to the interest rate to 1.5% annually, and extended again to June 30, 2016, along with an adjustment to the interest rate to 3.0% annually. The remaining principal and accrued interest on the note was paid during December 2016.	
White Pine Lumber Company, (assumed debt from Lakecrest Realty, Inc. liquidation)	18,315.00
Basecamp, LLC, (assumed debt from Lakecrest Realty, Inc. liquidation)	1,422.63
Toiyabe Investment Company, (assumed debt from Lakecrest Realty, Inc. liquidation)	750.00
Chase Mortgage, escrow balance deficit	3,666.81
Maupin Cox & LeGoy, legal fees on account	19,838.00

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE M - UNPAID CLAIMS AND TRUST DEBTS
As of March 31, 2016

	<u>Amounts</u>
UNPAID CLAIMS AND TRUST DEBTS (continued):	
Rossmann MacDonald & Benetti, accounting fees on account	61,213.74
Montreux Development Group LLC, 4005 Quail Rock improvements on account	4,402.16
Mount Rose Insurance, insurance on 4005 Quail Rock	1,308.00
Washoe County Treasurer, property taxes on 4005 Quail Rock Lane	4,188.74
Lakeridge Golf Course, reimbursements on account	624.43
Stan Jaksick, reimbursements	635.00
TOTAL UNPAID CLAIMS AND TRUST DEBTS	<u>\$ 3,991,161.06</u>

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE N - CONTINGENT TRUST OBLIGATIONS
As of March 31, 2016

	<u>Amounts</u>
CONTINGENT TRUST OBLIGATIONS:	
Note Payable - American AgCredit FLCA (51% of joint obligation) Original note dated August 20, 2004 in the amount of \$2,960,000 due and payable September 1, 2024. Principal and interest payments in the amount of \$206,883.82 are payable annually on September 1. Interest on the note is fixed at 6.05% per annum. Todd Jaksick is jointly obligated on this note and is apportioned 51% of the balance. The outstanding principal balance as of March 31, 2016 is \$1,404,102.95. The note is secured by real property and cross collateralized with real estate owned by SJ Ranch, LLC, Bright Holland Co, and White Pine Lumber Co.	716,092.50
Note Payable, American AgCredit FLCA Original note dated January 22, 2003 in the amount of \$2,345,000 to White Pine Lumber Company. The Samuel S Jaksick, Jr. Trust is a guarantor pursuant to an amended and restated Continuing Guarantee agreement December 5, 2013. Payable in monthly installments of \$6,681.48 including interest at 6.05% beginning March 1, 2014 and continuing until March 1, 2023 at which time the principal and accrued interest is due and payable. The note is secured by real property and cross collateralized with real estate owned by Bright-Holland Company, SJ Ranch, LLC, and White Pine Lumber Co.	456,618.25
Note Payable, American AgCredit FLCA Original note dated June 20, 2001 in the amount of \$2,305,335 to Bright-Holland Company. The Samuel S Jaksick, Jr. Trust is a guarantor pursuant to an amended and restated Continuing Guarantee agreement dated December 5, 2013. Pursuant to an amendment to the loan dated December 5, 2013, the loan is payable in one installment of principal of \$34,785.61 and accrued interest at 6.05% on July 1, 2014 and beginning July 1, 2015 the loan is payable in annual installments of \$55,652.54 including interest at 6.05% and continuing until July 1, 2021 at which time the principal and accrued interest is due and payable. The note is secured by real property and cross collateralized with real estate owned by Bright-Holland Company, SJ Ranch, LLC, Duck Lake Ranch, LLC, and White Pine Lumber Co. The Samuel S Jaksick Jr Trust was released from this obligation as a result of the payoff of the debt during June 2016.	273,232.19
Note Payable, American AgCredit FLCA Original note dated October 2, 2001 in the amount of \$450,000 to SJ Ranch LLC. The Samuel S Jaksick Jr Family Trust is a guarantor pursuant to an amended and restated Continuing Guarantee agreement dated December 5, 2013. Payable in annual installments of \$41,008.31 including interest at 6.05% continuing until September 1, 2021 at which time the principal and accrued interest is due and payable. The note is secured by real property and cross collateralized with real estate owned by Bright- Holland Company, SJ Ranch, LLC, Duck Lake Ranch, LLC, and White Pine Lumber Co.	201,334.67

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE N - CONTINGENT TRUST OBLIGATIONS
As of March 31, 2016

	<u>Amounts</u>
CONTINGENT TRUST OBLIGATIONS (continued):	
Note Payable, George J Brown 1986 Revocable Trust	134,000.00
Original note dated March 19, 2012 in the amount of \$184,603 to ALSB Ltd. The Samuel S Jaksick Jr Family Trust is a guarantor. The note bears interest at 8% annually and is payable in principal and interest installments of \$55,526 on May 20, 2015, \$48,933 on March 20, 2016, \$43,760 on September 20, 2016, and \$55,440 on January 20, 2017.	
Indemnification and Contribution Agreement which substantively indicates that Todd and Dawn Jaksick, TBJ SC Trust, and TBJ Investment Trust are indemnified against the Samuel S Jaksick Jr Family Trust from having to perform on obligations and debts. There are many amounts listed in the agreement and have been claimed against the trust. The total amount of the claim has yet to be determined. The following unpaid balances are as follows:	
Note Payable - in the amount of \$7,825,000 by Jackrabbit Properties, LLC in favor of Metropolitan Life Insurance Company.	4,305,000.00
Note Payable - in the amount of \$4,020,000 by Winnemucca Ranch LLC (now known as Buckhorn Land & Livestock, LLC) in favor of Metropolitan Life Insurance Company.	598,000.00
Mortgage - by Todd Jaksick in favor of Bank of America.	2,350,000.00
Note Payable - American AgCredit FLCA (51% of joint obligation) also listed above in the amount of \$716,092.50	-
Notes Payable - Todd Stan and Wendy notes payable in the amounts of \$231,432.07 each totaling \$694,296.21. These are direct obligations of the trust and listed separately under debts.	-
Note Payable - by Todd Jaksick in favor of Samuel S Jaksick Jr. Family Trust originally in the amount of \$349,129. This note was assigned to the TBJ SC Trust and later bequested back to the TBJ SC Trust in the second amendment to the Samuel S Jaksick Family Trust dated December 12, 2012. The balance of the note is \$103,659.16.	-
TOTAL CONTINGENT TRUST OBLIGATIONS	<u>\$ 9,034,277.61</u>

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, 2015 and ending March 31, 2016

	<u>Schedule</u>	<u>Amounts</u>	<u>Totals</u>
ASSETS ON HAND, APRIL 1, 2015			\$ 5,462.52
ADDITIONS:			
<u>Receipts of principal:</u>			
Loan proceeds received	1A	\$ 201,168.93	
Additional assets received	1B	142.99	
Total receipts of principal		<u>201,311.92</u>	
<u>Receipts of income:</u>			
Income	1C	88,987.26	
Total receipts of income		<u>88,987.26</u>	
<u>Other additions:</u>			
Deposit of held checks (11/3/15)	-	254.80	
Collections on loans and investments	1D	11,765.36	
Transfers in	1E	250,000.00	
Total other additions		<u>262,020.16</u>	
TOTAL ADDITIONS			<u>552,319.34</u>
TOTAL CHARGEABLE ASSETS			<u>\$ 557,781.86</u>
DEDUCTIONS:			
<u>Other deductions:</u>			
Transfers out	1F	44,862.86	
Loans made and advances	1G	20,044.44	
Investments made	1H	96,770.98	
Total other deductions		<u>161,678.28</u>	
<u>Deductions from principal:</u>			
Expenses	1I	259,424.25	
Deductions to pay trust debts	1J	91,786.36	
Total deductions from principal		<u>351,210.61</u>	
<u>Deductions from income:</u>			
Expenses	1I	19,622.78	
Deductions to pay interest	1J	22,680.91	
Total deductions from income		<u>42,303.69</u>	
LESS: TOTAL DEDUCTIONS			<u>555,192.58</u>
ASSETS ON HAND, MARCH 31, 2016			<u><u>\$ 2,589.28</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, 2015 and ending March 31, 2016

<u>Date</u>	<u>Payor</u>	<u>Amount</u>	<u>Totals</u>
LOAN PROCEEDS RECEIVED:			
8/12/15	Lakeridge Golf Course Ltd	\$ 17,142.27	
8/21/15	Lakeridge Golf Course Ltd	9,064.83	
9/3/15	Lakeridge Golf Course Ltd	20,749.14	
9/22/15	Lakeridge Golf Course Ltd	1,500.00	
9/23/15	Lakeridge Golf Course Ltd	65,500.00	
10/30/15	Lakeridge Golf Course Ltd	40,259.77	
12/15/15	Lakeridge Golf Course Ltd	5,152.92	
2/16/16	Lakeridge Golf Course Ltd	17,500.00	
3/10/16	Lakeridge Golf Course Ltd	5,300.00	
3/24/16	Lakeridge Golf Course Ltd	19,000.00	
	Total Lakeridge Golf Course	<u>201,168.93</u>	
TOTAL LOAN PROCEEDS RECEIVED			<u>\$ 201,168.93</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1B - ADDITIONAL ASSETS RECEIVED
FIRST INDEPENDENT BANK #772

For the period beginning April 1, 2015 and ending March 31, 2016

<u>Date</u>	<u>Payor</u>	<u>Income</u>	<u>Totals</u>
ADDITIONAL ASSETS RECEIVED:			
5/4/15	Liquidation of Etrade account	\$ 132.74	
11/3/15	Liquidation of Etrade account	10.25	
	Total liquidation of Etrade account	<u>142.99</u>	
	TOTAL ADDITIONAL ASSETS RECEIVED		<u>\$ 142.99</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1C - RECEIPTS OF INCOME
FIRST INDEPENDENT BANK #772
For the period beginning April 1, 2015 and ending March 31, 2016

<u>Date</u>	<u>Payor</u>	<u>Income</u>	<u>Totals</u>
RECEIPTS OF INCOME:			
3/21/16	Todd Jaksick	\$ 796.17	
	Total interest income - Todd Jaksick	<u>796.17</u>	\$ 796.17
11/3/15	United Technologies	89.60	
11/3/15	United Technologies	89.60	
3/15/16	United Technologies	89.60	
	Total dividend income - United Technologies	<u>268.80</u>	268.80
12/29/15	Toiyabe Investment Co	82,095.76	
	Total distributions -Toiyabe Investment Co	<u>82,095.76</u>	82,095.76
3/21/16	American AgCredit	5,441.40	
	Total patronage dividend	<u>5,441.40</u>	5,441.40
10/20/15	US Treasury - Form 941 refund	385.13	
	Total refunds	<u>\$ 385.13</u>	385.13
	TOTAL RECEIPTS OF INCOME		<u><u>\$ 88,987.26</u></u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1D - COLLECTIONS ON LOANS
FIRST INDEPENDENT BANK #772
For the period beginning April 1, 2015 and ending March 31, 2016

<u>Date</u>	<u>Payor</u>	<u>Amount</u>	<u>Totals</u>
COLLECTIONS ON LOANS:			
3/21/16	Todd Jaksick	\$ 4,867.31	
	Total Todd Jaksick LLC	<u>4,867.31</u>	
11/2/15	Jaksick Family LLC	50.00	
	Total Jaksick Family LLC	<u>50.00</u>	
	TOTAL COLLECTIONS ON LOANS		\$ 4,917.31
COLLECTIONS ON INVESTMENTS:			
11/17/15	SST Westridge, LLC	\$ 100.00	
11/17/15	SST Westridge, LLC	6,748.05	
	Total liquidating distributions - SST Westridge, LLC	<u>6,848.05</u>	
	TOTAL COLLECTIONS ON INVESTMENTS		6,848.05
	TOTAL COLLECTIONS ON LOANS AND INVESTMENTS		<u>\$ 11,765.36</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1E - TRANSFERS IN
FIRST INDEPENDENT BANK #772
For the period beginning April 1, 2015 and ending March 31, 2016

<u>Date</u>	<u>Payor</u>	<u>Amount</u>	<u>Totals</u>
TRANSFERS IN:			
7/14/15	Funds transferred from RBC	<u>\$ 250,000.00</u>	
TOTAL TRANSFERS IN			<u><u>\$ 250,000.00</u></u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1F - TRANSFERS OUT
FIRST INDEPENDENT BANK #772
For the period beginning April 1, 2015 and ending March 31, 2016

<u>Date</u>	<u>Check #</u>	<u>Payor</u>	<u>Amount</u>	<u>Totals</u>
TRANSFERS OUT:				
<u>American AgCredit</u>				
9/28/15	9523	Funds transferred to American AgCredit	\$ 20,046.00	
3/24/16	9586	Funds transferred to American AgCredit	11,104.88	
3/24/16	9587	Funds transferred to American AgCredit	6,681.48	
		Total American AgCredit	<u>37,832.36</u>	
<u>Chase Mortgage Escrow Account</u>				
10/5/15	9525	Funds transferred to Chase Mortgage Escrow Account	1,171.75	
11/16/15	9578	Funds transferred to Chase Mortgage Escrow Account	1,171.75	
11/30/15	9543	Funds transferred to Chase Mortgage Escrow Account	1,171.75	
1/20/16	9553	Funds transferred to Chase Mortgage Escrow Account	1,171.75	
2/29/16	9565	Funds transferred to Chase Mortgage Escrow Account	1,171.75	
3/29/16	9588	Funds transferred to Chase Mortgage Escrow Account	1,171.75	
		Total Chase Mortgage Escrow Account	<u>7,030.50</u>	
TOTAL TRANSFERS OUT				<u>\$ 44,862.86</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1G - LOANS MADE AND ADVANCES
FIRST INDEPENDENT BANK #772
For the period beginning April 1, 2015 and ending March 31, 2016

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Totals</u>
LOANS MADE AND ADVANCES:			
1/7/16	EFT	American Ag Credit	\$ 6,681.48
1/13/16	9287	American Ag Credit	6,681.48
2/24/16	EFT	American Ag Credit	6,681.48
		Total White Pine Lumber Company	<u>20,044.44</u>
TOTAL LOANS MADE AND ADVANCES			<u><u>\$ 20,044.44</u></u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1H - INVESTMENTS MADE
FIRST INDEPENDENT BANK #772
For the period beginning April 1, 2015 and ending March 31, 2016

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Totals</u>
INVESTMENTS MADE:			
8/11/15	9518	Realm Construction	\$ 17,142.27
8/18/15	9519	Realm Construction	9,064.83
9/3/15	9520	Realm Construction	20,749.14
10/28/15	9539	Realm Construction	40,259.77
12/14/15	9560	Realm Construction	5,152.92
		Total 4005 Quail Rock Lane, Reno NV	92,368.93
4/7/15	EFT	SJ Ranch LLC	150.00
		Total SJ Ranch LLC	150.00
11/12/15	9547	BBB Investments	714.00
12/8/15	9557	BBB Investments	1,321.04
1/27/16	9572	BBB Investments	660.52
3/2/16	EFT	BBB Investments	630.00
		Total BBB Investments	3,325.56
5/13/15	9510	US Treasury	29.06
11/24/15	9550	US Treasury	237.45
11/24/15	9551	US Treasury	396.68
3/17/16	9583	US Treasury	263.30
		Total Lake Crest Realty, Inc	926.49
TOTAL INVESTMENTS MADE:			\$ 96,770.98

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE II - EXPENSES
FIRST INDEPENDENT BANK #772
For the period beginning April 1, 2015 and ending March 31, 2016

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Principal</u>	<u>Income</u>	<u>Totals</u>
EXPENSES:					
10/19/15	9536	Rossmann MacDonald & Benetti CPA's	2,500.00	2,500.00	5,000.00
		Total accounting fees	2,500.00	2,500.00	5,000.00
5/31/15	EFT	First Independent Bank		16.00	16.00
6/30/15	EFT	First Independent Bank		16.00	16.00
7/31/15	EFT	First Independent Bank		16.00	16.00
8/31/15	EFT	First Independent Bank		16.00	16.00
9/30/15	EFT	First Independent Bank		16.00	16.00
9/30/15	EFT	First Independent Bank		49.00	49.00
9/30/15	EFT	First Independent Bank		35.00	35.00
9/30/15	EFT	First Independent Bank		35.00	35.00
9/30/15	EFT	First Independent Bank		10.00	10.00
1/31/16	EFT	First Independent Bank		16.00	16.00
2/29/16	EFT	First Independent Bank		16.00	16.00
3/4/16	EFT	First Independent Bank		50.00	50.00
3/31/16	EFT	First Independent Bank		16.00	16.00
		Total bank charges	-	307.00	307.00
10/6/15	9534	Juan Garcia		120.00	120.00
11/4/15	9540	Juan Garcia		225.00	225.00
		Total gardening	-	345.00	345.00
9/30/15	9527	Saddlehorn Homeowners Assn		110.00	110.00
		Total homeowners assn dues	-	110.00	110.00
7/7/15	9516	Colorado Department of Revenue	40,000.00		40,000.00
7/7/15	9517	US Treasury	210,000.00		210,000.00
		Total income taxes	250,000.00	-	250,000.00
11/19/15	9549	Hartford		574.00	574.00
4/30/15	EFT	IPFS for Aspen American Insurance		111.11	111.11
5/31/15	EFT	IPFS for Aspen American Insurance		111.11	111.11
6/30/15	EFT	IPFS for Aspen American Insurance		111.11	111.11
7/31/15	EFT	IPFS for Aspen American Insurance		111.11	111.11
8/31/15	EFT	IPFS for Aspen American Insurance		111.11	111.11
9/30/15	EFT	IPFS for Aspen American Insurance		111.11	111.11
10/31/15	EFT	IPFS for Aspen American Insurance		111.11	111.11
11/30/15	EFT	IPFS for Aspen American Insurance		111.11	111.11
12/31/15	EFT	IPFS for Aspen American Insurance		208.25	208.25
		Total insurance	-	1,671.13	1,671.13

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1I - EXPENSES
FIRST INDEPENDENT BANK #772
For the period beginning April 1, 2015 and ending March 31, 2016

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Principal</u>	<u>Income</u>	<u>Totals</u>
9/17/15	9521	Maupin Cox & Legoy	2,500.00	2,500.00	5,000.00
9/30/15	9531	Lewis Roca Rothgerber	674.25	674.25	1,348.50
11/30/15	9554	Maupin Cox & Legoy	2,500.00	2,500.00	5,000.00
1/19/16	9569	Maupin Cox & Legoy	1,250.00	1,250.00	2,500.00
		Total legal fees	6,924.25	6,924.25	13,848.50
5/19/15	EFT	Nevada Secretary of State		325.00	325.00
5/19/15	EFT	Nevada Secretary of State		325.00	325.00
11/27/15	EFT	Nevada Secretary of State		900.00	900.00
2/24/16	9575	Nevada Secretary of State		236.25	236.25
		Total licenses and permits	-	1,786.25	1,786.25
4/9/15	EFT	US Treasury		171.97	171.97
4/9/15	EFT	US Treasury		667.39	667.39
5/14/15	EFT	US Treasury		26.90	26.90
5/14/15	EFT	US Treasury		227.06	227.06
		Total payroll taxes	-	1,093.32	1,093.32
4/15/15	9510	James Corica		520.85	520.85
4/15/15	9511	Nanette Childers		517.16	517.16
4/30/15	9512	Nanette Childers		480.22	480.22
5/15/15	9513	Nanette Childers		369.40	369.40
5/15/15	9514	James Corica		520.85	520.85
		Total salaries	-	2,408.48	2,408.48
9/30/15	9524	Arkadin, Inc.		127.09	127.09
11/12/15	9541	Arkadin, Inc.		63.42	63.42
		Total telephone	-	190.51	190.51
9/30/15	9526	Nevada Energy		53.44	53.44
9/30/15	9528	Truckee Meadows Water Authority		125.02	125.02
9/30/15	9529	Washoe County Treasurer		40.95	40.95
9/30/15	9532	Waste Management of Nevada		66.63	66.63
11/1/15	9600	Waste Management of Nevada		68.10	68.10
11/12/15	9544	Nevada Energy		79.80	79.80
11/12/15	9545	Truckee Meadows Water Authority		281.29	281.29
11/12/15	9546	Washoe County Treasurer		93.21	93.21
12/8/15	9558	Nevada Energy		56.58	56.58
12/8/15	9559	Truckee Meadows Water Authority		45.74	45.74
12/28/15	EFT	Truckee Meadows Water Authority		26.68	26.68
1/13/16	9567	Nevada Energy		296.90	296.90
1/13/16	9568	Washoe County Treasurer		87.51	87.51
1/26/16	9570	Nevada Energy		328.61	328.61

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1I - EXPENSES
FIRST INDEPENDENT BANK #772
For the period beginning April 1, 2015 and ending March 31, 2016

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Principal</u>	<u>Income</u>	<u>Totals</u>
1/26/16	9571	Washoe County Treasurer		40.95	40.95
2/1/16	9594	Washoe County Treasurer		41.59	41.59
3/9/16	9581	Washoe County Treasurer		42.23	42.23
3/9/16	9582	Waste Management of Nevada		66.63	66.63
3/17/16	9584	Nevada Energy		444.98	444.98
		Total utilities	<u>-</u>	<u>2,286.84</u>	<u>2,286.84</u>
TOTAL EXPENSES			<u>259,424.25</u>	<u>19,622.78</u>	<u>279,047.03</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, 2015 and ending March 31, 2016

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Principal</u>	<u>Income</u>	<u>Totals</u>
DEDUCTIONS TO PAY TRUST DEBTS:					
12/29/15	EFT	Montreux Development Group LLC	\$ 50,000.00	\$ 5,771.22	\$ 55,771.22
		Montreux Development Group LLC Total	50,000.00	5,771.22	55,771.22
9/17/15	9522	Western Alliance Bank		1,469.50	1,469.50
10/15/15	9535	Western Alliance Bank		1,422.11	1,422.11
11/18/15	9548	Western Alliance Bank		1,469.50	1,469.50
1/7/16	9563	Western Alliance Bank		1,493.20	1,493.20
1/13/16	9564	Western Alliance Bank		1,422.10	1,422.10
3/22/16	EFT	Western Alliance Bank		2,891.61	2,891.61
		Western Alliance Bank Total	-	10,168.02	10,168.02
9/30/15	9525	Chase mortgage	1,156.45	857.27	2,013.72
11/1/15	9578	Chase mortgage	1,153.67	860.05	2,013.72
11/12/15	9543	Chase mortgage	1,151.18	862.54	2,013.72
11/30/15	9553	Chase mortgage	1,151.05	862.67	2,013.72
1/13/16	9565	Chase mortgage	1,146.84	866.88	2,013.72
3/24/16	9588	Chase mortgage	1,140.64	873.08	2,013.72
		Chase mortgage Total	6,899.83	5,182.49	12,082.32
10/19/15	9533	Nevada State Bank	4,932.03	274.50	5,206.53
11/1/15	9538	Nevada State Bank	4,939.78	266.75	5,206.53
11/24/15	9552	Nevada State Bank	4,969.81	236.72	5,206.53
1/4/16	9561	Nevada State Bank	4,983.57	222.96	5,206.53
2/11/16	9574	Nevada State Bank	5,009.86	196.67	5,206.53
3/9/16	9580	Nevada State Bank	5,021.79	184.74	5,206.53
3/24/16	9589	Nevada State Bank	5,029.69	176.84	5,206.53
		Nevada State Bank Total	34,886.53	1,559.18	36,445.71
TOTAL DEDUCTIONS TO PAY TRUST DEBTS			91,786.36	22,680.91	114,467.27

See accountant's compilation report

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

For the period beginning April 1, 2015 and ending March 31, 2016

<u>Date</u>	<u>Ck#</u>	<u>Payor</u>	<u>Description</u>	<u>Amount</u>	<u>Totals</u>
ASSETS ON HAND, APRIL 1, 2015					\$ 273,745.77
			Total receipts of income (from schedule 2A)	<u>\$ 100,369.08</u>	
			TOTAL ADDITIONS:		100,369.08
			TOTAL CHARGEABLE ASSETS		<u>\$ 374,114.85</u>
DEDUCTIONS:					
			<u>Other deductions</u>		
			<u>Transfers out:</u>		
7/14/15	7076	Samuel S Jaksick Jr Fam Tr	First Interstate Bank	<u>\$ 250,000.00</u>	
			Total Transfers out	<u>250,000.00</u>	
			<u>Investments made:</u>		
			Investments made (from Schedule 2B)	<u>4,459.00</u>	
			Total investments made	<u>4,459.00</u>	
			Total other deductions		\$ 254,459.00
			<u>Deductions from principal:</u>		
			Expenses (from Schedule 2C)	<u>6,500.00</u>	
			Deductions to pay trust debts (from Schedule 2D)	<u>85,245.97</u>	
			Total deductions from principal		91,745.97
			<u>Deductions from income:</u>		
			Expenses (from Schedule 2C)	<u>13,508.07</u>	
			Deductions to pay interest (from Schedule 2D)	<u>14,021.86</u>	
			Total deductions from income		27,529.93
			TOTAL DEDUCTIONS:		<u>\$ 373,734.90</u>
ASSETS ON HAND, MARCH 31, 2016					<u>\$ 379.95</u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 2A - RECEIPTS OF INCOME
RBC - #472

For the period beginning April 1, 2015 and ending March 31, 2016

<u>Date</u>	<u>Payor</u>	<u>Income</u>	<u>Totals</u>
RECEIPTS OF INCOME:			
12/15/15	United Technologies	\$ 89.60	
	Total dividend income - United Technologies	<u>89.60</u>	\$ 89.60
4/9/15	Buckhorn Land & Livestock, LLC	<u>100,000.00</u>	
	Total distributions -Buckhorn Land & Livestock, LLC	<u>100,000.00</u>	100,000.00
4/30/15	Interest income	72.94	
5/31/15	Interest income	70.98	
6/30/15	Interest income	73.49	
7/31/15	Interest income	50.79	
8/31/15	Interest income	9.04	
9/30/15	Interest income	1.21	
10/31/15	Interest income	0.41	
11/30/15	Interest income	0.22	
12/31/15	Interest income	0.16	
1/31/16	Interest income	0.08	
2/29/16	Interest income	0.08	
3/31/16	Interest income	<u>0.08</u>	
	Total interest income	<u>279.48</u>	<u>279.48</u>
	TOTAL RECEIPTS OF INCOME		<u><u>\$ 100,369.08</u></u>

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 2B - INVESTMENTS MADE
FIRST INDEPENDENT BANK #772
For the period beginning April 1, 2015 and ending March 31, 2016

Date	Check #	Payee	Totals
INVESTMENTS MADE:			
10/23/15	7094	Duck Flat Ranch, LLC	147.00
		Duck Flat Ranch, LLC Total	147.00
5/12/15	7055	BBB Investments, LLC	686.00
6/8/15	7064	BBB Investments, LLC	686.00
8/1/15	7073	BBB Investments, LLC	686.00
9/2/15	7090	BBB Investments, LLC	686.00
10/8/15	7104	BBB Investments, LLC	686.00
12/15/15	7096	BBB Investments, LLC	171.50
7/9/15	EFT	BBB Investments, LLC	710.50
		BBB Investments Total	4,312.00
TOTAL INVESTMENTS MADE			4,459.00

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 2C - EXPENSES
RBC #472
For the period beginning April 1, 2015 and ending March 31, 2016

Date	Check #	Payee	Principal	Income	Totals
EXPENSES:					
7/24/15	7082	William G Kimmel	1,250.00	1,250.00	2,500.00
9/1/15	7101	William G Kimmel	2,750.00	2,750.00	5,500.00
		Total appraisals	4,000.00	4,000.00	8,000.00
7/31/15	EFT	RBC		20.00	20.00
10/26/15	EFT	RBC		20.00	20.00
10/26/15	EFT	RBC		20.00	20.00
10/26/15	EFT	RBC		20.00	20.00
		Total bank charges	-	80.00	80.00
9/3/15	7098	Juan Garcia		1,060.00	1,060.00
		Total gardening	-	1,060.00	1,060.00
5/18/15	7059	Saddlehorn Homeowners Assn		150.00	150.00
6/4/15	EFT	Saddlehorn Homeowners Assn		155.00	155.00
12/9/15	9999	Saddlehorn Homeowners Assn		155.00	155.00
		Total homeowners assn dues	-	460.00	460.00
4/13/15	7045	Maupin Cox & LeGoy	2,500.00	2,500.00	5,000.00
9/8/15	7091	Palmer Law, CHTD		50.00	50.00
		Total legal fees	2,500.00	2,550.00	5,050.00
4/6/15	EFT	Nevada Secretary of State		1,502.00	1,502.00
12/17/15	9999	Nevada Secretary of State		350.00	350.00
		Total licenses and permits	-	1,852.00	1,852.00
10/21/15	7093	Jessica Clayton		247.23	247.23
		Total meetings	-	247.23	247.23
4/22/15	7048	Employment Security Division		34.89	34.89
4/22/15	7047	Employment Security Division		235.55	235.55
8/1/15	7084	Employment Security Division		20.86	20.86
8/1/15	7083	Employment Security Division		140.83	140.83
		Total payroll taxes	-	432.13	432.13
7/22/15	7078	Arkadin, Inc.		109.27	109.27
8/12/15	7088	Arkadin, Inc.		63.61	63.61
		Total telephone	-	172.88	172.88
10/21/15	7092	Stan Jaksick		439.98	439.98
		Total travel	-	439.98	439.98
4/13/15	7046	Washoe County Treasurer		46.56	46.56
4/29/15	7052	Nevada Energy		357.43	357.43
4/29/15	7049	Waste Management of Nevada		131.64	131.64
5/12/15	7057	Washoe County Treasurer		40.95	40.95
5/12/15	7058	Waste Management of Nevada		81.63	81.63
5/18/15	7061	Nevada Energy		263.91	263.91
5/18/15	7060	Truckee Meadows Water Authority		116.19	116.19
6/8/15	7065	Washoe County Treasurer		40.95	40.95
6/22/15	7067	Nevada Energy		280.59	280.59
6/23/15	7068	Truckee Meadows Water Authority		135.49	135.49
7/14/15	7075	Washoe County Treasurer		40.95	40.95
7/22/15	7079	Nevada Energy		150.25	150.25
7/22/15	7081	Truckee Meadows Water Authority		117.16	117.16
7/22/15	7080	Waste Management of Nevada		66.63	66.63
8/12/15	7086	Washoe County Treasurer		40.95	40.95
8/20/15	7089	Washoe County Treasurer		27.46	27.46

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST

SCHEDULE 2C - EXPENSES

RBC #472

For the period beginning April 1, 2015 and ending March 31, 2016

Date	Check #	Payee	Principal	Income	Totals
8/27/15	7102	Nevada Energy		131.76	131.76
8/27/15	7103	Truckee Meadows Water Authority		143.35	143.35
		Total utilities	-	2,213.85	2,213.85
TOTAL EXPENSES			\$ 6,500.00	\$ 13,508.07	\$ 20,008.07

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 2D - DEDUCTIONS TO PAY TRUST DEBTS

RBC #472

For the period beginning April 1, 2015 and ending March 31, 2016

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Principal</u>	<u>Income</u>	<u>Totals</u>
DEDUCTIONS TO PAY TRUST DEBTS:					
4/13/15	7044	Chase	\$ 1,153.57	\$ 856.75	\$ 2,010.32
4/29/15	7050	Chase	1,154.05	856.27	2,010.32
5/28/15	7063	Chase	1,157.94	855.78	2,013.72
7/13/15	7071	Chase	1,157.94	855.78	2,013.72
8/26/15	7100	Chase	1,157.18	856.54	2,013.72
		Total Chase	<u>5,780.68</u>	<u>4,281.12</u>	<u>4,027.44</u>
4/29/15	7051	Nevada State Bank	4,811.59	394.94	5,206.53
5/26/15	7062	Nevada State Bank	4,819.47	387.06	5,206.53
6/25/15	7069	Nevada State Bank	4,852.24	354.29	5,206.53
7/13/15	7072	Nevada State Bank	4,862.21	344.32	5,206.53
7/22/15	7077	Nevada State Bank	4,913.25	293.28	5,206.53
8/26/15	7099	Nevada State Bank	5,206.53		5,206.53
		Total Nevada State Bank	<u>29,465.29</u>	<u>1,773.89</u>	<u>31,239.18</u>
8/1/15	7085	Estate of Janene Jaksick	50,000.00		50,000.00
		Total Estate of Janene Jaksick	<u>50,000.00</u>	<u>-</u>	<u>50,000.00</u>
5/4/15	7054	Western Alliance Bank		2,061.48	2,061.48
5/12/15	7056	Western Alliance Bank		1,544.27	1,544.27
6/11/15	7066	Western Alliance Bank		1,469.50	1,469.50
7/17/15	7074	Western Alliance Bank		1,422.10	1,422.10
8/12/15	7087	Western Alliance Bank		1,469.50	1,469.50
		Total Western Alliance Bank	<u>-</u>	<u>7,966.85</u>	<u>7,966.85</u>
TOTAL DEDUCTIONS TO PAY TRUST DEBTS			<u><u>\$ 85,245.97</u></u>	<u><u>\$ 14,021.86</u></u>	<u><u>\$ 99,267.83</u></u>

See accountant's compilation report

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

For the period beginning April 1, 2015 and ending March 31, 2016

Date	Payor	Description	Amount	Totals
ASSETS ON HAND, APRIL 1, 2015				\$ 305,803.19
<u>Interest income</u>				
<u>White Pine Lumber Co</u>				
5/8/15	White Pine Lumber Co	Interest income	\$ 8.13	
9/28/15	White Pine Lumber Co	Interest income	89.29	
	Total White Pine Lumber Co		<u>97.42</u>	
<u>American AgCredit</u>				
4/30/15	American AgCredit	Interest income	91.03	
5/31/15	American AgCredit	Interest income	86.07	
6/30/15	American AgCredit	Interest income	90.88	
7/31/15	American AgCredit	Interest income	86.07	
8/1/15	American AgCredit	Interest income	75.82	
9/1/15	American AgCredit	Interest income	74.05	
10/1/15	American AgCredit	Interest income	0.69	
11/1/15	American AgCredit	Interest income	4.93	
12/1/15	American AgCredit	Interest income	2.42	
1/1/16	American AgCredit	Interest income	0.45	
2/1/16	American AgCredit	Interest income	0.32	
3/1/16	American AgCredit	Interest income	0.30	
	Total American AgCredit		<u>513.03</u>	
<u>Todd Jaksick</u>				
5/8/15	Todd Jaksick	Interest income	2,662.34	
8/31/15	Todd Jaksick	Interest income	482.31	
	Total Todd Jaksick		<u>3,144.65</u>	
	Total interest income		<u>3,755.10</u>	
<u>Dividend income</u>				
5/8/15	American AgCredit	Patronage dividend	5,879.58	
	Total dividend income		<u>5,879.58</u>	
	Total income			9,634.68
<u>Other additions:</u>				
<u>Loan payments received</u>				
5/8/15	White Pine Lumber Co	loan repayment	4,096.39	
9/28/15	White Pine Lumber Co	loan repayment	6,592.19	
	Total White Pine Lumber Co		<u>10,688.58</u>	
5/8/15	Todd Jaksick	loan repayment	3,457.16	
8/31/15	Todd Jaksick	loan repayment	6,617.69	
	Total Todd Jaksick		<u>10,074.85</u>	
	Total loan payments received		<u>20,763.43</u>	
<u>Transfers in:</u>				
9/28/15	Samuel S Jaksick Jr Fam Tr	Transfer from First Interstate Bank	20,046.00	
3/24/16	Samuel S Jaksick Jr Fam Tr	Transfer from First Interstate Bank	11,104.88	

See accountant's compilation report

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

For the period beginning April 1, 2015 and ending March 31, 2016

Date	Payor	Description	Amount	Totals
3/24/16	Samuel S Jaksick Jr Fam Tr	Transfer from First Interstate Bank	6,681.48	
Total transfers in			37,832.36	
Total other additions			58,595.79	58,595.79
TOTAL ADDITIONS:				68,230.47
TOTAL CHARGEABLE ASSETS				<u>\$ 374,033.66</u>

DEDUCTIONS:

Other deductions:

Investments made:

6/29/15	SJ Ranch LLC	Investment	\$ 41,008.31	
Total SJ Ranch LLC			41,008.31	
Total investments made			41,008.31	

Loans made and advances

9/1/15	American AgCredit	Payment for Todd Jaksick	105,510.75	
Total Todd Jaksick			105,510.75	

6/29/15	American AgCredit	Payment for Bright Holland	40,467.00	
Total Bright Holland Company			40,467.00	

4/1/15	American AgCredit for White Pine		6,681.48	
5/1/15	American AgCredit for White Pine		6,681.48	
6/1/15	American AgCredit for White Pine		6,681.48	
6/30/15	American AgCredit for White Pine		6,681.48	
8/1/15	American AgCredit for White Pine		6,681.48	
9/1/15	American AgCredit for White Pine		6,681.48	
10/1/15	American AgCredit for White Pine		6,681.48	
10/7/15	American AgCredit for White Pine		6,681.48	
11/1/15	American AgCredit for White Pine		6,681.48	
12/1/15	American AgCredit for White Pine		6,681.48	
Total White Pine Lumber Company			66,814.80	

Total loans made and advances			212,792.55	
--------------------------------------	--	--	------------	--

Total other deductions				\$ 253,800.86
-------------------------------	--	--	--	---------------

Deductions from principal to pay trust debts

American AgCredit

9/1/15	American AgCredit	principal payment	56,339.88	
Total American AgCredit				56,339.88

Deductions from income to pay trust debts

American AgCredit

9/1/15	American AgCredit	interest payment	45,033.19	
Total American AgCredit				45,033.19

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 3 - SUMMARY OF ACCOUNT
AMERICAN AGCREDIT
For the period beginning April 1, 2015 and ending March 31, 2016

<u>Date</u>	<u>Payor</u>	<u>Description</u>	<u>Amount</u>	<u>Totals</u>
TOTAL DEDUCTIONS:				<u><u>355,173.93</u></u>
ASSETS ON HAND, MARCH 31, 2016				<u><u>\$ 18,859.73</u></u>

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 4 - SUMMARY OF ACCOUNT
CHASE MORTGAGE ESCROW ACCOUNT
For the period beginning April 1, 2015 and ending March 31, 2016

Date	Payor	Description	Amount	Totals
ASSETS ON HAND, APRIL 1, 2015				\$ -
<u>Other additions:</u>				
<u>Transfers in:</u>				
10/5/15	Samuel S Jaksick Jr Fam Tr	Transfer from FIB	1,171.75	
11/16/15	Samuel S Jaksick Jr Fam Tr	Transfer from FIB	1,171.75	
11/30/15	Samuel S Jaksick Jr Fam Tr	Transfer from FIB	1,171.75	
1/20/16	Samuel S Jaksick Jr Fam Tr	Transfer from FIB	1,171.75	
2/29/16	Samuel S Jaksick Jr Fam Tr	Transfer from FIB	1,171.75	
3/29/16	Samuel S Jaksick Jr Fam Tr	Transfer from FIB	1,171.75	
Total transfers in			7,030.50	
Total other additions			7,030.50	7,030.50
TOTAL ADDITIONS:				7,030.50
TOTAL CHARGEABLE ASSETS				\$ 7,030.50
DEDUCTIONS:				
<u>Deductions from income</u>				
<u>Property taxes</u>				
8/4/15	Washoe County	Property taxes	1,442.41	
8/4/15	Washoe County	Property taxes	741.35	
8/4/15	Washoe County	Property taxes	4,189.74	
9/17/15	Washoe County	Property taxes	1,441.27	
12/11/15	Washoe County	Property taxes	1,441.27	
2/8/16	Washoe County	Property taxes	1,441.27	
Total property taxes				10,697.31
TOTAL DEDUCTIONS:				10,697.31
ASSETS ON HAND, MARCH 31, 2016				\$ (3,666.81)

See accountant's compilation report

EXHIBIT 8

EXHIBIT 8

EXHIBIT 8

**WENDY JAKSICK TRUST UNDER THE
SAMUEL S JAKSICK JR FAMILY TRUST AGREEMENT
FINANCIAL STATEMENTS
April 21, 2013 to December 31, 2016**

CONTENTS

	<u>Page</u>
ACCOUNTANT'S COMPILATION REPORT	1
FINANCIAL STATEMENTS:	
Summary of Account	2
<u>Schedules:</u>	
Schedule A – Receipts of Principal	3
Schedule B – Assets on Hand, December 31, 2016	4
Schedule C – Trust Debts	5
Schedule 1 – Summary of Account – RBC Wealth Management #974	6
Schedule 1A – Receipts of Principal – RBC Wealth Management #974	7
Schedule 1B – Receipts of Income – RBC Wealth Management #974	8
Schedule 1C – Expenses – RBC Wealth Management #974	9



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

The trustees of the Wendy Jaksick Trust under the Samuel S Jaksick Jr Family Trust Agreement are responsible for the accompanying financial statements of the Wendy Jaksick Trust under the Samuel S Jaksick Jr Family Trust Agreement including related schedules, as of December, 31, 2016, and for the period April 21, 2013 to December 31, 2016. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by the trustees. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

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

We are not independent with respect to the Wendy Jaksick Trust under the Samuel S Jaksick Jr Family Trust Agreement.

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

January 28, 2017

THE WENDY JAKSICK TRUST UNDER THE SAMUEL S JAKSICK JR FAMILY TRUST AGREEMENT
SUMMARY OF ACCOUNT
For the period beginning April 21, 2013 and ending December 31, 2016

	<u>Schedule</u>	<u>Amounts</u>	<u>Totals</u>
ASSETS ON HAND, BEGINNING OF PERIOD			<u>\$ -</u>
PRINCIPAL BALANCE ON HAND:			
Principal balance on hand, beginning of period	-	\$ -	
Receipts of principal	A	173,455.02	
Less: deductions from principal	1	<u>(36,478.17)</u>	
Total principal balance before distributions from principal	-	<u>136,976.85</u>	
TOTAL PRINCIPAL BALANCE ON HAND			136,976.85
INCOME BALANCE ON HAND:			
Income balance on hand, beginning of period	-	\$ -	
Receipts of income	1	<u>5.39</u>	
Total income balance	-	<u>\$ 5.39</u>	
TOTAL INCOME BALANCE ON HAND			<u>5.39</u>
TOTAL ASSETS ON HAND, DECEMBER 31, 2016	B		<u><u>\$ 136,982.24</u></u>

See accountant's compilation report

THE WENDY JAKSICK TRUST UNDER THE SAMUEL S JAKSICK JR FAMILY TRUST AGREEMENT
SCHEDULE A - RECEIPTS OF PRINCIPAL
For the period beginning April 21, 2013 and ending December 31, 2016

	<u>Schedule</u>	<u>Totals</u>
RECEIPTS OF PRINCIPAL:		
Loan proceeds received	1	\$ 38,000.00
Distributions received from Samuel S Jaksick Jr Family Trust		
Fractional interest in the balance of advances receivable from Bright Holland Company received June 4, 2014 consisting of \$115,299.08 of principal and \$17,244.33 of accrued and unpaid interest. The unpaid principal balance of the entire interest in the advances receivable is \$239,313.46. Interest is accrued at 5% annually. There is no note nor are there repayment terms associated with the balance.		132,543.41
Balance of advances receivable from Jaksick Family LLC received June 4, 2014 consisting of \$2,903.02 of principal and \$8.59 of accrued and unpaid interest. There is no note nor are there repayment terms associated with the balance. Interest is accrued at the blended annual applicable federal rate.		2,911.61
TOTAL RECEIPTS OF PRINCIPAL		\$ 173,455.02

See accountant's compilation report

THE WENDY JAKSICK TRUST UNDER THE SAMUEL S JAKSICK JR FAMILY TRUST AGREEMENT
SCHEDULE B - ASSETS ON HAND, DECEMBER 31, 2016
As of December 31, 2016

	<u>Schedule</u>	<u>Fiduciary Acquisition Value</u>	<u>Estimated Value</u>
CASH:			
RBC Wealth Management	1	1,527.22	1,527.22
NOTES AND OTHER RECEIVABLES:			
Fractional interest in note receivable from Bright Holland Company received June 4, 2014 consisting of \$115,299.08 of principal and \$17,244.33 of accrued and unpaid interest. Twenty percent of the accrued value of the note is held by the trustees for the benefit of the Samuel S Jaksick Jr Irrevocable Grandchild Trust No 2.		132,543.41	132,543.41
Fractional interest in note receivable from Jaksick Family LLC received June 4, 2014 consisting of \$2,903.02 of principal and \$8.59 of accrued and unpaid interest. Twenty percent of the accrued value of the note is held by the trustees for the benefit of the Samuel S Jaksick Jr Irrevocable Grandchild Trust No 2.		2,911.61	2,911.61
TOTAL ASSETS ON HAND, DECEMBER 31, 2016		<u><u>\$ 136,982.24</u></u>	<u><u>\$ 136,982.24</u></u>

See accountant's compilation report

THE WENDY JAKSICK TRUST UNDER THE SAMUEL S JAKSICK JR FAMILY TRUST AGREEMENT
SCHEDULE C - TRUST DEBTS
As of December 31, 2016

	<u>Amounts</u>
TRUST DEBTS:	
Note Payable - Stanley Jaksick Trust under the Samuel S Jaksick Jr Family Trust Original note dated September 10, 2015 in the amount of \$16,000 due and payable September 11, 2016. Interest payments are payable annually on September 11. Interest on the note is fixed at 1.5% per annum. The note may be automatically extended annually depending on Trust cash flow.	\$ 16,000.00
Note Payable - Todd B Jaksick Trust under the Samuel S Jaksick Jr Family Trust Original note dated September 10, 2015 in the amount of \$16,000 due and payable September 11, 2016. Interest payments are payable annually on September 11. Interest on the note is fixed at 1.5% per annum. The note may be automatically extended annually depending on Trust cash flow.	16,000.00
Note Payable - Stanley Jaksick Trust under the Samuel S Jaksick Jr Family Trust Original note dated April 18, 2016 in the amount of \$3,000 including interest is due and payable April 19, 2017. Interest on the note is fixed at 1.5% per annum. The note may be automatically extended annually depending on Trust cash flow.	3,000.00
Note Payable - Todd B Jaksick Trust under the Samuel S Jaksick Jr Family Trust Original note dated April 18, 2016 in the amount of \$3,000 including interest is due and payable April 19, 2017. Interest on the note is fixed at 1.5% per annum. The note may be automatically extended annually depending on Trust cash flow.	3,000.00
TOTAL TRUST DEBTS	<u>\$ 38,000.00</u>

See accountant's compilation report

THE WENDY JAKSICK TRUST UNDER THE SAMUEL S JAKSICK JR FAMILY TRUST AGREEMENT
SCHEDULE 1 - SUMMARY OF ACCOUNT

RBC - #974

For the period beginning April 21, 2013 and ending December 31, 2016

<u>Date</u>	<u>Ck#</u>	<u>Payor</u>	<u>Description</u>	<u>Amount</u>	<u>Totals</u>
ASSETS ON HAND, APRIL 21, 2013					\$ -
			Total receipts of principal (from schedule 1A)	\$ 38,000.00	
			Total receipts of income (from schedule 1B)	<u>5.39</u>	
			TOTAL ADDITIONS:		38,005.39
			TOTAL CHARGEABLE ASSETS		<u><u>\$ 38,005.39</u></u>
DEDUCTIONS:					
			<u>Deductions from principal:</u>		
			Expenses (from Schedule 1C)		36,478.17
			TOTAL DEDUCTIONS:		<u><u>\$ 36,478.17</u></u>
ASSETS ON HAND, DECEMBER 31, 2016					<u><u>\$ 1,527.22</u></u>

See accountant's compilation report

THE WENDY JAKSICK TRUST UNDER THE SAMUEL S JAKSICK JR FAMILY TRUST AGREEMENT
SCHEDULE 1A - RECEIPTS OF PRINCIPAL

RBC - #974

For the period beginning April 21, 2013 and ending December 31, 2016

<u>Date</u>	<u>Payor</u>	<u>Income</u>	<u>Totals</u>
RECEIPTS OF PRINCIPAL:			
9/11/15	Loan proceeds from Todd B Jaksick Trust under the Samuel S Jaksick Jr Family Trust agreement	16,000.00	
9/11/15	Loan proceeds from Stanley S Jaksick Trust under the Samuel S Jaksick Jr Family Trust agreement	16,000.00	
4/18/16	Loan proceeds from Todd B Jaksick Trust under the Samuel S Jaksick Jr Family Trust agreement	3,000.00	
4/18/16	Loan proceeds from Stanley S Jaksick Trust under the Samuel S Jaksick Jr Family Trust agreement	<u>3,000.00</u>	
TOTAL RECEIPTS OF PRINCIPAL			<u>\$ 38,000.00</u>

See accountant's compilation report

THE WENDY JAKSICK TRUST UNDER THE SAMUEL S JAKSICK JR FAMILY TRUST AGREEMENT
SCHEDULE 1B - RECEIPTS OF INCOME

RBC - #974

For the period beginning April 21, 2013 and ending December 31, 2016

<u>Date</u>	<u>Payor</u>	<u>Income</u>	<u>Totals</u>
RECEIPTS OF INCOME:			
12/27/16	Interest income	0.30	
11/28/16	Interest income	0.35	
10/26/16	Interest income	0.31	
9/26/16	Interest income	0.32	
8/26/16	Interest income	0.32	
7/26/16	Interest income	0.30	
6/27/16	Interest income	0.33	
5/26/16	Interest income	0.31	
4/26/16	Interest income	0.26	
3/28/16	Interest income	0.28	
2/26/16	Interest income	0.28	
1/26/16	Interest income	0.26	
12/28/15	Interest income	0.28	
11/27/15	Interest income	0.28	
10/26/15	Interest income	0.36	
9/28/15	Interest income	0.85	
	Total interest income	<u>5.39</u>	<u>5.39</u>
	TOTAL RECEIPTS OF INCOME		<u><u>\$ 5.39</u></u>

See accountant's compilation report

THE WENDY JAKSICK TRUST UNDER THE SAMUEL S JAKSICK JR FAMILY TRUST AGREEMENT
SCHEDULE 1C - EXPENSES

RBC #974

For the period beginning April 21, 2013 and ending December 31, 2016

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Principal</u>	<u>Income</u>	<u>Totals</u>
EXPENSES:					
9/14/15		US Treasury	29,992.00		29,992.00
10/15/15		US Treasury	16.17		16.17
4/18/16		US Treasury	5,778.00		5,778.00
		Total US Treasury	<u>35,786.17</u>	<u>-</u>	<u>35,786.17</u>
10/20/15		Colorado Dept of Revenue	692.00		692.00
		Total Colorado Dept of Revenue	<u>692.00</u>	<u>-</u>	<u>692.00</u>
TOTAL EXPENSES			<u>\$ 36,478.17</u>	<u>\$ -</u>	<u>\$ 36,478.17</u>

See accountant's compilation report

EXHIBIT 9

EXHIBIT 9

EXHIBIT 9

AGREEMENT AND CONSENT TO PROPOSED ACTION

This Agreement and Consent to Proposed Action is entered into among Todd B. Jaksick, Stanley S. Jaksick and Kevin Riley, as Co-Trustees under The Samuel S. Jaksick, Jr. Family Trust Agreement (As Restated) (the "Family Trust"), Todd B. Jaksick ("Todd"), Stanley S. Jaksick ("Stan"), and Wendy Ann Jaksick ("Wendy"), as the "Primary Beneficiaries" of the Family Trust, with reference to the following facts:

A. The Grantor of the Family Trust, Samuel S. Jaksick, Jr. ("Sam"), died on April 21, 2013.

B. In April, 2013, before his death, Sam gifted 6% of the issued and outstanding stock in Pioneer Group, Inc. ("PG") to his son Stan and another 6% to his son Todd. He did not gift any of his stock in PG to his daughter Wendy.

C. Section 3.1 of Second Amendment of the Samuel S. Jaksick, Jr. Family Trust Agreement dated December 10, 2012 provides that all the Family Trust's remaining stock in PG (approximately 25% of the outstanding shares in the corporation) is to be distributed equally to the three generation-skipping trusts to be formed under the Family Trust for the three Primary Beneficiaries, Stan, Todd and Wendy.

D. The Co-Trustees and the Primary Beneficiaries of the Family Trust have all agreed that it is in the best interests of the Family Trust, the Primary Beneficiaries, and all future beneficiaries of the Family Trust to alter the distributions provided for under Section 3.1 of the Second Amendment to the Family Trust by initially distributing all the Family Trust's remaining stock in PG equally to the two generation-skipping trusts to be formed for Stan and Todd under the Family Trust Agreement and for the two generation-skipping trusts to sell equalizing amounts of that stock to the generation-skipping trust to be formed for Wendy's benefit if and when she is licensed by the Colorado Gaming Authorities to be beneficiary of the generation-skipping trust that owns that stock.

E. The Primary Beneficiaries are the sole adult beneficiaries of the Family Trust who would otherwise be entitled to a notice of proposed action under NRS 164.725 for the Co-Trustees' proposed distribution of the remaining stock in PG owned by the Family Trust, and they intend for this Agreement to constitute their written and binding consent thereto. In addition, each Primary Beneficiary agrees he or she is representing all his or her minor children and unborn grandchildren, great grandchildren and other issue in entering into this Agreement in accordance with NRS 164.038, based on the fact that there is no counsel representing any such person and there is no material conflict of interests between the Primary Beneficiary and any of his or her issue.

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

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

2. Agreement and Consent to Proposed Action. The Co-Trustees of the Family Trust, the Primary Beneficiaries, and all the minor and unborn issue of the Primary Beneficiaries all agree and consent to the transactions described in the recitals above, specifically including, but not limited to:

a. The consent for the Co-Trustees of the Family Trust to distribute all the remaining stock in PG (approximately 25% of the outstanding shares in the corporation) one-half ($\frac{1}{2}$) to the generation-skipping trust to be formed under the Family Trust for the benefit of Stan and one-half ($\frac{1}{2}$) to the generation-skipping trust to be formed for the benefit of Todd. Todd's generation-skipping trust will be entitled: "Stanley S. Jaksick, Todd B. Jaksick and Kevin Riley, as Co-Trustees of the Todd B. Jaksick Trust under the Samuel S. Jaksick, Jr. Family Trust Agreement (As Restated)", and Stan's generation-skipping trust will be entitled: "Stanley S. Jaksick, Todd B. Jaksick and Kevin Riley, as Co-Trustees of the Stanley S. Jaksick Trust under the Samuel S. Jaksick, Jr. Family Trust Agreement (As Restated)".

b. If Wendy hires a certified public accountant to prepare all her overdue income tax returns and she file them with the Internal Revenue Service and pays all her taxes, interest and penalties that are due on the returns, she will have the discretion to apply for a Colorado gaming license. If she is issued a Colorado gaming license that permits the generation-skipping trust formed for her under the Samuel S. Jaksick, Jr. Family Trust Agreement (As Restated) to own PG stock, then the Co-Trustees will direct that generation-skipping trust to purchase one-third ($\frac{1}{3}$) of the PG stock from Todd's and Stan's generation-skipping trusts for its then fair market values which will be determined by the appraiser of that stock for Sam's estate tax purposes using the same criteria. Stan's and Todd's generation-skipping trusts will each retain the remaining two-thirds ($\frac{2}{3}$) of their PG stock and Todd and Stan will each individually retain the 6% of the issued and outstanding PG stock that Sam gifted to each of them in April, 2013.

c. If Wendy is not issued a gaming license on or before the date on which final distribution is to be made from the Family Trust to the generation-skipping trusts for Wendy, Stan, and Todd, then other assets with a fair market value equal to the fair market value of the PG stock that is allocated and transferred to each of her brother's generation-skipping trust will be allocated and transferred to Wendy's generation-skipping trust. In that case, Wendy's generation-skipping trust will have until April 20, 2018 to purchase one-third ($\frac{1}{3}$) of the PG stock owned by Todd's generation-skipping trust and one-third ($\frac{1}{3}$) of the PG stock owned by Stan's generation-skipping trust. If both of those purchases are not consummated by that date, the option of Wendy's generation-skipping trust to make the purchases will expire and no longer be effective.

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

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

Dated: 7/16, 2013.

THE SAMUEL S. JAKSICK, JR. FAMILY TRUST

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

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

By _____
Kevin Riley, Co-Trustee

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

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

Dated: 7/16, 2013.

THE SAMUEL S. JAKSICK, JR. FAMILY TRUST

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

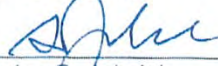
By Stanley S. Jaksick
Stanley S. Jaksick, Co-Trustee

By Kevin Riley
Kevin Riley, Co-Trustee

PRIMARY BENEFICIARIES



Todd B. Jaksick



Stanley S. Jaksick



Wendy Ann Jaksick

EXHIBIT 10

EXHIBIT 10

EXHIBIT 10

AGREEMENT AND CONSENT TO PROPOSED ACTION

This Agreement and Consent to Proposed Action is entered into among Todd B. Jaksick, Stanley S. Jaksick and Kevin Riley, as Co-Trustees under The Samuel S. Jaksick, Jr. Family Trust Agreement (As Restated) (the "Family Trust"), Todd B. Jaksick ("Todd"), Stanley S. Jaksick ("Stan"), and Wendy Ann Jaksick ("Wendy"), as the "Primary Beneficiaries" and Alexi Smrt, as the only adult "Secondary Beneficiary" of the Family Trust, with reference to the following facts:

A. The Co-Trustees and the Primary and Secondary Beneficiaries of the Family Trust have all agreed that it is in the best interests of the Family Trust and the Primary and Secondary Beneficiaries, and all future beneficiaries of the Family Trust to keep any and all ranch debt owed to AG Credit and Metlife serviced for so long as the majority of Co-Trustees are in agreement with the payments.

B. Todd B. Jaksick has exercised his rights under the Indemnification Agreement between Samuel S. Jaksick, Jr. and Todd B. Jaksick to require that the above ranch payments are paid by the Samuel S. Jaksick, Jr. Family Trust and the estate of Samuel S. Jaksick, Jr. to assure the above-described payments are kept current and all the assets securing the ranch debt are fully protected.

C. The Primary and Secondary Beneficiaries are the sole adult beneficiaries of the Family Trust who would otherwise be entitled to a notice of proposed action under NRS 164.725 for the Co-Trustees' proposed protection of the ranch land and other assets, and they intend for this Agreement to constitute their written and binding consents thereto. In addition, each Primary and Secondary Beneficiary agrees he or she is representing all his or her minor children and unborn grandchildren, great grandchildren and other issue in entering into this Agreement in accordance with NRS 164.038, based on the fact that there is no legal counsel representing any such person and there is no material conflict of interests between the Primary and Secondary Beneficiaries and any of his or her issue.

BASED ON THE FOREGOING, the Co-Trustees of the Family Trust, the Primary and Secondary Beneficiaries, and all their minor and unborn issue that they represent, hereby agree as follows:

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

2. Agreement and Consent to Proposed Action. The Co-Trustees of the Family Trust and the Primary and Secondary Beneficiaries all agree and consent to the transactions in the recitals above, specifically including, but not limited to the consent to use funds received by the Samuel S. Jaksick, Jr. Family Trust to make monthly and/annual payments relating to loans from AG Credit and Metlife and to otherwise honor all the

obligations of the Family Trust and the estate of Samuel S. Jaksick, Jr. under the Indemnification and Contribution Agreement.

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

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

Dated: 7/24, 2013.

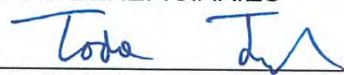
THE SAMUEL S. JAKSICK, JR. FAMILY TRUST

By Todd Jaksick
Todd B. Jaksick, Co-Trustee

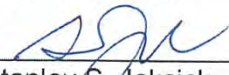
By Stanley S. Jaksick
Stanley S. Jaksick, Co-Trustee

By _____
Kevin Riley, Co-Trustee

PRIMARY BENEFICIARIES



Todd B. Jaksick



Stanley S. Jaksick



Wendy Ann Jaksick

SECONDARY BENEFICIARY

Alexi Smrt

By 

Kevin Riley, Co-Trustee

PRIMARY BENEFICIARIES

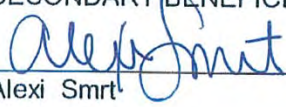
 

Todd B. Jaksick


Stanley S. Jaksick


Wendy Ann Jaksick

SECONDARY BENEFICIARY


Alexi Smrt

X (v)

INDEMNIFICATION AND CONTRIBUTION AGREEMENT

This Indemnification and Contribution Agreement (this "Agreement") is made and entered into as of the 1st day of January, 2008, by and between Samuel S. Jaksick Jr., individually and as trustee of Samuel S. Jaksick, Jr. Family Trust Agreement revised 6/29/06, his representatives, executors, trustees, successors and assigns ("Indemnitor"), and Todd B. Jaksick and Dawn Jaksick, individually, TBJ SC Trust and TBJ Investment Trust, its representatives, executors, trustees, successors and assigns (collectively "Indemnitees") and collectively "Parties" and individually the "Party" as follows:

RECITALS

A. WHEREAS, the Indemnitor and Indemnitees have entered several transactions with respect to the family business, which required both the Indemnitor and Indemnitees to guarantee or otherwise, execute documents which require both the Indemnitor and Indemnitees to make payments or otherwise become liable thereunder.

B. WHEREAS, the Indemnitor acknowledges, that as a matter of course, the bank, lender or others may require both the Indemnitor and Indemnitees to accept responsibility or liability under the various documents and/or for the various family transactions.

C. WHEREAS, the Indemnitor acknowledges that Indemnitees may not have sufficient cash flow and/or financial means to make those payments or incur said liability, particularly if the Indemnitor passes away and as a result, the Indemnitor desires to provide financial protection to the Indemnitees.

D. WHEREAS, Indemnitor wishes to indemnify Indemnitees with respect to any claims, liability, obligations for any demand, threatened, pending or completed action, suit or proceeding arising (directly or indirectly) pursuant to and including, without limitation, obligations described on Exhibit A and incorporated herein by reference ("Obligations");

E. WHEREAS, the Obligations being indemnified include a non-exclusive list of the Obligations described on Exhibit A attached hereto and incorporated herein by reference:

F. WHEREAS, Todd B. Jaksick, individually, and in his capacity as trustee for the TBJ SC Trust and TBJ Investment Trust, has executed guarantees, notes or otherwise become obligated jointly and/or severally for the Obligations with respect to the Jaksick Family business and other transactions.

G. WHEREAS, Samuel S. Jaksick, Jr., and Todd B. Jaksick, are each, in some fashion, obligated proportionately and/or jointly and severally to repay said Obligations.

H. WHEREAS, Samuel S. Jaksick, Jr., believes its in the best interest of the Jaksick Family that he indemnify Todd B. Jaksick, individually and as trustee of the TBJ SC Trust and TBJ

Investment Trust in the event Samuel S. Jaksick, Jr., passes away and/or Todd B. Jaksick is unable to make such payments on his own behalf or as trustee for the TBJ SC Trust and TBJ Investment Trust.

I. WHEREAS, said parties agree to execute this Contribution and Indemnity Agreement so that in the event the Obligations become due and payable, Samuel S. Jaksick, Jr. or his estate or trusts are liable thereunder his executor and trustee are instructed accordingly to make said payments on behalf of Todd B. Jaksick in the event Todd B. and Dawn Jaksick or their trusts are unable to make those payments on his own behalf and in his capacity as trustee.

NOW, THEREFORE, for and in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually covenant and agree, with the intent to be legally bound, as follows:

1. Purpose. Indemnitee shall not be required to repay a promissory note or incur any liability for any deficiency claim, liability or judgment in the event the Obligations become due and payable, including attorneys fees and costs nor shall Indemnitees be personally liable on any covenant, claim, debt or obligation under the Obligations or any of the related or ancillary documents. In the event of any such claim, debt, or liability is made and/or asserted against Indemnitees, the Indemnitor shall defend and indemnify Indemnitees from any and all such debts, liability or claims, including without limitation, attorneys fees and costs, including, without limitation, those arising under the Obligations.

2. Contribution.

2.1 Contribution. If any claim, debt, or liability, threatened, pending or action, suit or proceeding in which the Parties are jointly or severally liable (or would be if joined in such action, suit or proceeding), or any third parties pursuant to the terms and conditions of the Obligations, the Indemnitor shall contribute to the amount of expenses (including attorneys' fees and costs), judgments, fines and amounts paid in settlement actually or reasonably incurred and paid or payable by the Indemnitees irrespective of the (i) benefits received by the Indemnitees on the one hand and Indemnitor on the other hand from the Obligations from which such claim, liability, action, suit or proceeding arose in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, or (ii) any other equitable considerations. Each Party agrees that it would not be equitable if contribution pursuant to this Section 2 were determined by pro rata allocation or any other method of allocation other than full reimbursement to the Indemnitees.

2.2 Indemnification

2.2.1 Indemnitor agrees to defend and indemnify and hold harmless, Indemnitees and shall reimburse Indemnitees for any loss, liability, claim, damage, expense, including costs of investigation, defense costs, reasonable attorneys fees and expenses, including without limitation, remediation costs, or diminution of value whether or not involving a Third Party Claim (collectively "Liability") arising from or in connection with the Obligations.

2.2.2 The representations, warranties, covenants and obligations in this Agreement shall survive the term of the underlying Obligations and other documents executed therein, and the right to indemnification, reimbursement or other remedy provided herein, shall not be affected by any investigation conducted with respect to or knowledge capable of being acquired at anytime, whether before or after the execution and delivery of this Agreement or with respect to the accuracy or inaccuracy of or compliance with any such representations, warranties, covenants, or obligations. The waiver of any condition or right shall not affect the performance of or compliance with any covenant or obligation herein, and shall not affect the right to Indemnitees indemnification, reimbursement or other remedy provided under this Agreement.

2.2.3 The indemnification provisions in this Agreement shall be enforceable regardless of whether liability is based upon past, present or future acts, claims or legal requirements (including any past, present and future environmental law, Fraudulent Transfer Act, or any other legal requirement) and regardless of whether any person (including the person from whom indemnification is sought), alleges or proves the sole, concurrent, contributory or comparative negligence of Indemnitees or the sole or concurrent strict liability imposed upon Indemnitees.

2.2.4 A claim for indemnification for any matter not involving a Third Party claim may be asserted by Indemnitees directly and shall be paid by Indemnitor within fifteen (15) days after such notice.

2.2.5 Indemnitees shall assert any right to indemnification hereunder by furnishing to the Indemnitor a written notice (and list of charges, detailed by item) showing the nature of any covered claim, the date of the claim giving rise to such indemnification, a summary of any settlement or litigation proceedings and the amount of any loss, cost or expense to be incurred. In case a claim against or demand is made upon Indemnitee from a third party (hereinafter referred to as a "Third Party Claim") which may reasonably give rise to an indemnity obligation hereunder, Indemnitees shall, within thirty (30) days thereafter, notify the Indemnitor of the existence, the specific facts and circumstances and (to the extent alleged or otherwise determinable) the amount of such Third Party Claim. If any lawsuit based on a covered claim is filed against Indemnitees, he shall deliver copies of the summons and complaint to the Indemnitor within ten (10) days of the date upon which it is so served.

2.2.6 Indemnitees shall be entitled to participate in (and if he requests in writing) to direct the defense of such claim or demand at the expense of Indemnitor and such defense shall be conducted by legal counsel reasonably satisfactory to Indemnitees provided that the Indemnitor shall, at Indemnitors' expense, also be entitled to participate in the defense of any such Third Party Claim.

2.2.7 If Indemnitees directs the defense of such Third Party Claim, then he shall have the sole right to settle, compromise or satisfy any such Third Party Claim (whether or not the same has proceeded to litigation) provided written notice is given to Indemnitor of the settlement terms and such settlement terms do not operate to materially restrict or adversely affect the Indemnitor

3. **Continuation of Obligations.**

All agreements and obligations of the Indemnitor contained herein shall continue during the periods set forth in the Obligations and shall continue thereafter so long as the Obligations shall be subject to any possible claim or threatened, pending or completed action, suit or proceeding, whether civil, criminal or investigative

4. **Notification and Defense of Claim.**

In the event of the commencement of any action, suit or proceeding, such Indemnites will, if a claim in respect thereof is to be made against the Indemnites under this Agreement, notify the Indemnitor of the commencement thereof as provided herein, but the omission to notify the Indemnitor will not relieve Indemnitor from any liability which it may have to the Indemnites otherwise than under this Agreement. With respect to any such action, suit or proceeding as to which Indemnites notifies the Indemnitor of the commencement thereof:

5. **Advancement and Repayment of Expenses.**

5.1 In the event Indemnites employ their own counsel pursuant to Section 2 above, the Indemnitor shall advance to the Indemnites, prior to any final disposition of any threatened or pending action, suit or proceeding, whether civil, criminal, administrative or investigative, any and all reasonable expenses (including legal fees and expenses) incurred in investigating or defending any such action, suit or proceeding within ten (10) business days after receiving copies of invoices presented to the Indemnitor for such expenses.

5.2 Indemnitor agrees to reimburse Indemnites, assuming the defense of a Third-Party Claim, all reasonable expenses paid by the Indemnites in defending any threatened, pending or completed action, suit or proceeding except in the event and only to the extent it shall be ultimately determined by a final judicial decision (from which there is no right of appeal) that the Indemnitor was not required, under applicable law or this Agreement to indemnify the Indemnitee for such expenses.

6. **Enforcement.** In the event Indemnites bring any action to enforce rights or to collect moneys due under this Agreement and is successful in such action, the Indemnitor shall reimburse Indemnites for all of its' reasonable fees and expenses in bringing and pursuing such action.

7. **Subrogation.** In the event of payment under this Agreement, the Indemnitor shall be subrogated to the extent of such payment to all of the rights of recovery of the Indemnites who shall execute all documents required and shall do all acts that may be necessary to secure such rights and to enable the Indemnitor effectively to bring suit to enforce such rights.

8. **~~Non-Exclusivity of Rights.~~** The rights conferred on the Indemnites by this Agreement shall not be exclusive of any other right which the Indemnites may have or hereafter acquire under any statute, this Agreement or otherwise.

9. **Survival of Rights.** The rights conferred on the Parties by this Agreement shall continue until termination and expiration of the Obligations.

10. **Notice.** All notices and other communications required or permitted hereunder shall be in writing, shall be effective when given, and shall in any event be deemed to be given (a) five (5) calendar days after deposit with the U.S. Postal Service or other applicable postal service, if delivered by first class mail, postage prepaid, (b) upon delivery, if delivered by hand, (c) one business day after the business day of deposit with Federal Express or similar overnight courier, freight prepaid, or (d) one day after the business day of delivery by facsimile transmission, if deliverable by facsimile transmission, with copy by first class mail, postage prepaid, and shall be addressed if to the Indemnitor and Indemnitees at such address as set forth below or at such other address as such party may designate by ten (10) calendar days' advance written notice to the other party hereto:

To: Samuel S. Jaksick
4005 Quail Rock Lane
Reno, Nevada 89511

To: Todd B. Jaksick
4005 Quail Rock Lane
Reno, Nevada 89511

11. **Severability.** The provisions of this Agreement shall be severable in the event that any of the provisions hereof (including any provision within a single section, paragraph or sentence) are held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law. Furthermore, to the fullest extent possible, the provisions of this Agreement (including, without limitations, each portion of this Agreement containing any provision held to be invalid, void or otherwise unenforceable, that is not itself invalid, void or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable.

12. **Binding Effect.** This Agreement shall be binding upon each of the Parties and shall inure to the benefit of each of the Parties, their heirs, personal representatives, trustees, executors and beneficiaries.

13. **Amendment and Termination.** No amendment, modification, termination or cancellation of this Agreement shall be effective unless it is in writing signed by all Parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver.

15. **Miscellaneous**

15.1 **Assignment.** The parties hereunder may not assign the duties or obligations under this Agreement without the written consent of the other party.

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


15.3. Entire Agreement. This Agreement supersedes all prior discussions and agreements between the Parties with respect to the subject matter of this Agreement or any matters related thereto and this Agreement contains the whole and entire agreement between the parties.

15.4. Further Assurance. Indemnitor agrees to execute and deliver to Indemnitee from time to time, such further assignments, certificates, instruments or other documents or things as may be reasonably necessary to give the full affect to this Agreement.

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

IN WITNESS WHEREOF, each Party has each executed this Agreement as of the day and year first above written.


Samuel S. Jaksick, Jr.

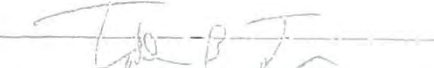

Samuel S. Jaksick, Jr., Trustee of the
Samuel S. Jaksick Jr. Family Trust
dated June 26, 1996


Todd B. Jaksick, individually

TBJ SC Trust


Todd B. Jaksick, Trustee

TBJ Investment Trust


Todd B. Jaksick, Trustee

(Obligations)
Exhibit "A"

	Notes Payable	Responsible Party
1.	<u>Duck Lake Ranch #3040577</u> Promissory note payable in favor of American Ag Credit for the Duck Lake Ranch in the original principal balance of \$918,370.00 with annual payments due February 1st each year with a maturity date of 2/1/2018.	Todd B. Jaksick required payments are 40% of 76,031.34 or \$30,412.53 annually.
2.	<u>Bright-Holland Ranch #3041719</u> Promissory note payable in favor of American AgCredit with respect to the distribution to Sam Jaksick and portion of MDG in the original principal balance of \$2,305,355.00 with annual payments of \$178,976.06 due July 1st of each year with a maturity date of 7/21/2021	TBJ SC Trust for 11% of the \$19,687.36 annual payments and Todd B. Jaksick individually with respect to 40% annual payment in the amount \$70,590.42
3.	<u>Bright-Holland #170125154</u> Promissory Note payable in favor of First Independent Bank with respect to new Supercub loan in the original principal amount of \$152,000.00 with monthly payments of \$3,665.01 with a maturity date of November 5, 2008	TBJ SC Trust for 11% or \$403.15 monthly payment and Todd B. Jaksick individually with respect to 40% monthly payment amount \$1,466.00
4.	<u>Home Camp #3714977</u> Promissory Note payable in favor of American AgCredit with respect to consolidation of Toiyabe notes and Home Camp Acquisition in the original principal amount of \$2,960,000.00 with annual payments of \$256,878.85 due September 1st of each year with a maturity date of September 1, 2024	TBJ SC Trust 2% for \$5,137.57 annual payment and Todd B. Jaksick individually with respect to 49% annual payment amount \$125,870.63
5.	<u>Jackrabbit Properties</u> Promissory Note in favor of Sam Jaksick made to acquire Upper Smoke Creek in the original principal amount of \$545,000 with a maturity date of 5/31/2011 and annual payment of \$28,612.50 on May 31 of each year	

*paid
when Dad Got
Insurance Loan +
Excess 1.3m Distribution
in 07 early 08*

	Notes Payable	Responsible Party
6.	<u>Jackrabbit Properties</u> Promissory Note with respect to TBJ 1995 Life Ins, SSJ 1995 Life Ins, WAJS 1995 Life Ins in the original principal amount of \$694,296.21 (\$231,432.07 each trust) with annual payments of \$18,069.00 due December 31st of each year with a maturity date of December 31, 2017	{to be assigned by Jackrabbit to Sam Jaksick individually as new debtor}
7.	<u>Jackrabbit Properties</u> Promissory note in favor of Metlife with respect to Upper Smoke Creek & Lower Smoke Creek Bonham Ranch in the original principal amount of \$7,825,000.00 with monthly payments of \$268,007 (approx) with a maturity date of January 1, 2021	TBJ SC Trust for 11% for \$58,080.70 on Jan. 1st and \$29,480.77 on July 1st and Todd B. Jaksick individually for 40% for \$211,202.80 on Jan. 1st and \$107,202.80 on July 1st
8.	<u>Metlife Loan: Winnemucca Ranch (Sam 75%, Randy 25%)</u> Promissory Note in favor of Metlife with respect to the purchase of Winnemucca Ranch property in the original principal balance of \$4,020,000.00 with bi-annual payments of \$109,017 due July 1st and \$274,565 January 1st with a maturity date of January 1, 2020	TBJ Investment Trust for 7.5% and Jan 1st payment of \$20,592.37 and July 1st payment of \$8,176.27 and Todd B. Jaksick individually for 7.5% and \$20,592.37 Jan. 1st and \$8,176.27 July 1st
9.	<u>Bob Marshall - Option to Purchase Water Rights</u> in favor of Robert Marshall with respect to the water option for \$75,000.00 due every December 8th. Maturity date December 8, 2008 (75% share \$56,250.00)	TBJ Investment Trust for 7.5% and \$5,625.00 and Todd B. Jaksick individually for 7.5% and \$5,625.00 annual payment
10.	<u>Castle Peak #7737859103</u> Promissory note in favor of Sovereign Bank for houseboat in the original principal amount of \$300,000.00 with monthly payments of \$2,281.09 with a maturity date of July 31, 2008	Todd B. Jaksick individually for 50% or \$1,140.54 monthly payment
11.	<u>Bright Holland Note</u> Todd Jaksick note in favor of Bright Holland with respect to purchasing stock, expenses, etc., in the original principal amount of \$2,852,770.00 with varying annual interest payments with unknown maturity date; annual payment due 10/31 each year	Todd B. Jaksick individual note to BHC (100%)

	Notes Payable	Responsible Party
12.	<u>Home loan -WAMU</u> Mortgage loan for 4505 Alpes Way in favor of Wells Fargo in the original principal amount of \$1,435,000.00 with monthly payments of \$7,281.67	Todd B. Jaksick individually for 100%
13.	<u>Line of Credit Home-Equity in favor of Wells Fargo</u> The original principal amount of \$485,000.00 with approx monthly payments of \$1,400.00 - no maturity date	Todd-B. Jaksick individually for 100%
14.	<u>Mortgage Construction Loan in favor of First Independent Bank</u> The original principal amount of \$3,060,000.00 with monthly payment on the 1st of each month of \$5,774.00 with a maturity date of August 1, 2008	Todd B. Jaksick individually for 100%
15.	<u>Northern Washoe Ranching Management auto loan</u> Note in favor of GMAC in the original principal amount of \$26,818.48 with monthly payments of \$517.23 due on the 1st of each month with a maturity date of 9/1/2011	Todd B. Jaksick individually for 100%
16.	<u>No. Washoe Ranching Management suburban loan</u> Note in favor of GMAC in the original principal amount of \$53,655.08 with monthly payments of \$1,292.12 due on the 2nd of each month with a maturity date of October 2, 2012	Todd B. Jaksick individually for 100%
17.	<u>Cadillac automobile loan</u> Note in favor of GMAC in the original principal amount of \$33,600.00 with monthly payments of \$700.00 due on the 20th of each month with a maturity date of May 20, 2010	Todd B. Jaksick individually for 100%
18.	<u>TBJ SC Trust Note to Sam Jaksick</u> Purchase 11% in BHC in the original principal amount of \$349,129.00 with annual payments of (interest only) \$13,965.16 due on the August 15th with a maturity date of 8/15/2013	TBJ SC Trust for 100% and \$13,965.16 annual payments
19.	<u>Children's Trust Notes to Sam Jaksick</u> Purchase 11% in Jackrabbit in the original principal amount of \$30,000.00	TBJ Investment Trust for 100%

	Notes Payable	Responsible Party
20.	<u>SST Westridge/change from BHC 05000292RR</u> Promissory Note in favor of RALB Corp/Berryessa to buy Bench property in the original principal amount of \$192,000.00 with quarterly payments of \$4,305.79 due on the 23rd with a maturity date of 9/23/2006	TBJ Investment Trust for 51% or \$548.98 monthly and Todd B. Jaksick individually for 49% and \$527.45 monthly
21.	<u>Duck Flat Ranches LLC Promissory Note to Metlife</u> The original principal amount of \$450,000.00 with bi-annual payments \$38,475.00 on Jan. 1st and interest only \$15,975 on July 1st with a maturity date of 7/21/2020	TBJ Investment Trust for 51% payments Jan 1, \$10,007.34 and July 1st \$4,155.09 and Todd B. Jaksick individually for 49% payments Jan 1st, \$9,614.90 and July 1st \$3,992.15

43652.004

(Obligations)
Exhibit "A"

	Notes Payable	Responsible Party
1	<u>Duck Lake Ranch #3040577</u> Promissory note payable in favor of American Ag Credit for the Duck Lake Ranch in the original principal balance of \$918,370.00 with annual payments due February 1st each year with a maturity date of 2/1/2018.	Todd B. Jaksick required payments are 40% of 76,031.34 or \$30,412.53 annually PAID OFF
2	<u>Bright-Holland Ranch #3041719</u> Promissory note payable in favor of American AgCredit with respect to the distribution to Sam Jaksick and portion of MDG in the original principal balance of \$2,305,355.00 with annual payments of \$178,976.06 due July 1st of each year with a maturity date of 7/21/2021	TBJ SC Trust for 11% of the \$19,687.36 annual payments and Todd B. Jaksick individually with respect to 40% annual payment in the amount \$70,590.42 BALANCE \$797,400
3	<u>Bright-Holland #170125154</u> Promissory Note payable in favor of First Independent Bank with respect to new Supercub loan in the original principal amount of \$152,000.00 with monthly payments of \$3,663.01 with a maturity date of November 5, 2008	TBJ SC Trust for 11% or \$403.15 monthly payment and Todd B. Jaksick individually with respect to 40% monthly payment amount \$1,466.00 PAID OFF
4	<u>Home Camp #3714977</u> Promissory Note payable in favor of American AgCredit with respect to consolidation of Toiyabe notes and Home Camp Acquisition in the original principal amount of \$2,950,000.00 with annual payments of \$256,878.85 due September 1st of each year with a maturity date of September 1, 2024	TBJ SC Trust 2% for \$5,137.57 annual payment and Todd B. Jaksick individually with respect to 40% annual payment amount \$125,870.63 BALANCE \$1,625,088
5.	<u>Jacksrabbit Properties</u> Promissory Note in favor of Sam Jaksick made to acquire Upper Smoke Creek in the original principal amount of \$545,000 with a maturity date of 5/31/2011 and annual payment of \$28,612.50 on May 31 of each year	PAID when Dad Got Upper Smoke Creek & Autobond

paid
when Dad Got
Insurance Loco &
Excess 1 3rd Distribution
in 07 ~~early~~ 08

	Notes Payable	Responsible Party
6.	<u>Jackrabbit Properties</u> Promissory Note with respect to TBJ 1995 Life Ins, SSJ 1995 Life Ins, WAJS 1995 Life Ins in the original principal amount of \$694,296.21 (\$231,432.07 each trust) with annual payments of \$18,069.00 due December 31st of each year with a maturity date of December 31, 2017	(to be assigned by Jackrabbit to Sam Jaksick individually as new debtor) BALANCE: STAN JAKSICK \$231,432 TODD JAKSICK \$231,432 WENDY JAKSICK \$231,432
7.	<u>Jackrabbit Properties</u> Promissory note in favor of Metlife with respect to Upper Smoke Creek & Lower Smoke Creek Borham Ranch in the original principal amount of \$7,825,000.00 with monthly payments of \$268,007 (approx) with a maturity date of January 1, 2021	TBJ SC Trust for 11% for \$58,080.70 on Jan. 1st and \$29,480.77 on July 1st and Todd B. Jaksick individually for 40% for \$211,202.80 on Jan 1st and \$107,202.80 on July 1st BALANCE: \$4,865,000
8.	<u>Metlife Loan: Winnemucca Ranch (Sam 75%, Randy 25%)</u> Promissory Note in favor of Metlife with respect to the purchase of Winnemucca Ranch property in the original principal balance of \$4,020,000.00 with bi-annual payments of \$109,017 due July 1st and \$274,565 January 1st with a maturity date of January 1, 2020	TBJ Investment Trust for 7.5% and Jan 1st payment of \$20,592.37 and July 1st payment of \$8,176.27 and Todd B. Jaksick individually for 7.5% and \$20,592.37 Jan. 1st and \$8,176.27 July 1st BALANCE: \$2,518,000
9.	<u>Bob Marshall - Option to Purchase Water Rights</u> in favor of Robert Marshall with respect to the water option for \$75,000.00 due every December 8th. Maturity date December 8, 2008 (75% share \$56,250.00)	TBJ Investment Trust for 7.5% and \$5,625.00 and Todd B. Jaksick individually for 7.5% and \$5,625.00 annual payment OPTION TERMINATED
10.	<u>Castle Peak #7737859103</u> Promissory note in favor of Sovereign Bank for houseboat in the original principal amount of \$300,000.00 with monthly payments of \$2,281.05 with a maturity date of July 31, 2008	Todd B. Jaksick individually for 50% or \$1,140.54 monthly payment PAID OFF
11.	<u>Bright Holland Note</u> Todd Jaksick note in favor of Bright Holland with respect to purchasing stock, expenses, etc., in the original principal amount of \$2,852,770.00 with varying annual interest payments with unknown maturity date; annual payment due 10/31 each year	Todd B. Jaksick individual note to BHC (100%) PAID OFF

	Notes Payable	Responsible Party
12	<u>Home loan -WAMU</u> Mortgage loan for 4505 Alpes Way in favor of Wells Fargo in the original principal amount of \$1,435,000.00 with monthly payments of \$7,281.67	Todd B. Jaksick individually for 100% PAID OFF
13	<u>Line of Credit Home Equity in favor of Wells Fargo</u> The original principal amount of \$485,000.00 with approx monthly payments of \$1,400.00 - no maturity date	Todd B. Jaksick individually for 100% PAID OFF
14	<u>Mortgage Construction Loan in favor of First Independent Bank</u> The original principal amount of \$3,060,000.00 with monthly payment on the 1st of each month of \$5,774.00 with a maturity date of August 1, 2008	Todd B. Jaksick individually for 100% PAID OFF
15	<u>Northern Washoe Ranching Management auto loan</u> Note in favor of GMAC in the original principal amount of \$26,818.48 with monthly payments of \$517.23 due on the 1st of each month with a maturity date of 9/1/2011	Todd B. Jaksick individually for 100% PAID OFF
16	<u>No. Washoe Ranching Management suburban loan</u> Note in favor of GMAC in the original principal amount of \$53,655.08 with monthly payments of \$1,292.12 due on the 2nd of each month with a maturity date of October 2, 2012	Todd B. Jaksick individually for 100% PAID OFF
17	<u>Cadillac automobile loan</u> Note in favor of GMAC in the original principal amount of \$33,600.00 with monthly payments of \$700.00 due on the 20th of each month with a maturity date of May 20, 2010	Todd B. Jaksick individually for 100% PAID OFF
18	<u>TBJ SC Trust Note to Sam Jaksick</u> Purchase 11% in BHC in the original principal amount of \$349,129.00 with annual payments of (interest only) \$13,965.16 due on the August 15th with a maturity date of 8/15/2013	TBJ SC Trust for 100% and \$13,965.16 annual payments Balance \$103,072
19	<u>Children's Trust Notes to Sam Jaksick</u> Purchase 11% in Jackrabbit in the original principal amount of \$30,000.00	TBJ Investment Trust for 100% PAID OFF

10/20/08

Refinanced same property in favor of Bank of America, N.A.

The original principal amount \$2,850,000⁰⁰ **PAID OFF**
with monthly payments on 1st of each month approx \$14,000 -
with maturity 10/24/16

10/1/13

Refinanced same property in favor of Bank of America, N.A.

The original principal amount \$2,350,000⁰⁰ **Balance \$2,350,000⁰⁰**
with monthly payments on 1st of each month approx \$11,198 -

	Notes Payable	Responsible Party
20	<u>SST Westridge/change from BHC 05000292RR</u> Promissory Note in favor of RALB Corp/Berryessa to buy Bench property in the original principal amount of \$192,000.00 with quarterly payments of \$4,305.79 due on the 23rd with a maturity date of 9/23/2006	TBJ Investment Trust for 51% of \$548.98 monthly and Todd B Jakcsick individually for 49% and \$527.45 monthly <i>PAID OFF</i>
21	<u>Duck Flat Ranches LLC Promissory Note to Metlife</u> The original principal amount of \$450,000.00 with bi-annual payments \$38,475.00 on Jan. 1st and interest only \$15,975 on July 1st with a maturity date of 7/21/2020	TBJ Investment Trust for 51% payments Jan 1, \$10,007.34 and July 1st \$4,155.09 and Todd B. Jakcsick individually for 49% payments Jan 1st, \$9,614.90 and July 1st \$3,992.15

BALANCE: \$279,000

EXHIBIT 11

EXHIBIT 11

EXHIBIT 11

AGREEMENT AND CONSENT TO PROPOSED ACTION

This Agreement and Consent to Proposed Action is entered into among Todd B. Jaksick, Stanley S. Jaksick and Kevin Riley, as Co-Trustees under The Samuel S. Jaksick, Jr. Family Trust Agreement (As Restated) (the "Family Trust"), Todd B. Jaksick ("Todd"), Stanley S. Jaksick ("Stan"), and Wendy Ann Jaksick ("Wendy"), as the "Primary Beneficiaries" and Alexi Smrt, as one of the "Secondary Beneficiaries" of the Family Trust, with reference to the following facts:

A. The Grantor of the Family Trust, Samuel S. Jaksick, Jr. ("Sam"), died on April 21, 2013.

B. The Co-Trustees and the Primary and Secondary Beneficiaries of the Family Trust have all agreed that it is in the best interests of the Family Trust and the Primary and Secondary Beneficiaries, and all future beneficiaries of the Family Trust to transfer funds to cover deficiency (cash or otherwise) from the Samuel S. Jaksick Jr Family Trust account in the event any entity that is associated with the Family Trust runs at a deficiency (cash or otherwise) and/or is unable to pay expenses to keep operation running.

C. The Primary and Secondary Beneficiaries are the sole adult beneficiaries of the Family Trust who would otherwise be entitled to a notice of proposed action under NRS 164.725 for the Co-Trustees' proposed protection of the assets and operations of any and all entities associated with the Family Trust, and they intent for this Agreement to constitute their written and binding consent thereto. In addition, each Primary and Secondary Beneficiary agrees he or she is representing all his or her minor children and unborn grandchildren, great grandchildren and other issue in entering into this Agreement in accordance with NRS 164.038, based on the fact that there is no legal counsel representing any such person and there is no material conflict of interests between the Primary and Secondary Beneficiaries and any of his or her issue.

BASED ON THE FOREGOING, the Co-Trustees of the Family Trust, the Primary and Secondary Beneficiaries, and all their minor and unborn issue that they represent hereby agree as follows:

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

2. Agreement and Consent to Proposed Action. The Co-Trustees of the Family Trust, the Primary and Secondary Beneficiaries, and all the minor and unborn issue of the Primary and Secondary Beneficiaries all agree and consent to use funds received by the Samuel S. Jaksick, Jr. Family Trust to cover deficiencies (cash or otherwise) with any entity wherein the Family Trust is associated.

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

4. LEGAL REPRESENTATION. THIS AGREEMENT HAS BEEN PREPARED BY THE CO-TRUSTEES OF THE FAMILY TRUST WITHOUT LEGAL REPRESENTATION. ALL THE OTHER PARTIES HAVE BEEN ADVISED AND REPRESENTED IN THIS MATTER BY THE LAWYERS THEY HAVE VOLUNTARILY SELECTED OR THEY HAVE VOLUNTARILY WAIVED THEIR RIGHTS AND OPPORTUNITIES TO BE INDIVIDUALLY REPRESENTED IN THE FORMATION OF THIS AGREEMENT. EACH OF THE SIGNATORIES REPRESENTS HE OR SHE HAS BEEN ADVISED AND GIVEN ADEQUATE OPPORTUNITY TO CONSULT WITH INDEPENDENT LEGAL COUNSEL WITH RESPECT TO THESE CONSENTS AND WAIVERS AND, IF HE OR SHE HAS NOT CONSULTED WITH SUCH INDEPENDENT LEGAL COUNSEL, HE OR SHE HAS VOLUNTARILY WAIVED THAT RIGHT AND OPPORTUNITY.

Dated: _____, 2013.

TRUST

THE SAMUEL S. JAKSICK, JR. FAMILY

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

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

By Kevin Riley
Kevin Riley, Co-Trustee

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

4. LEGAL REPRESENTATION. THIS AGREEMENT HAS BEEN PREPARED BY THE CO-TRUSTEES OF THE FAMILY TRUST WITHOUT LEGAL REPRESENTATION. ALL THE OTHER PARTIES HAVE BEEN ADVISED AND REPRESENTED IN THIS MATTER BY THE LAWYERS THEY HAVE VOLUNTARILY SELECTED OR THEY HAVE VOLUNTARILY WAIVED THEIR RIGHTS AND OPPORTUNITIES TO BE INDIVIDUALLY REPRESENTED IN THE FORMATION OF THIS AGREEMENT. EACH OF THE SIGNATORIES REPRESENTS HE OR SHE HAS BEEN ADVISED AND GIVEN ADEQUATE OPPORTUNITY TO CONSULT WITH INDEPENDENT LEGAL COUNSEL WITH RESPECT TO THESE CONSENTS AND WAIVERS AND, IF HE OR SHE HAS NOT CONSULTED WITH SUCH INDEPENDENT LEGAL COUNSEL, HE OR SHE HAS VOLUNTARILY WAIVED THAT RIGHT AND OPPORTUNITY.

Dated: Aug 14, 2013.

TRUST


THE SAMUEL S. JAKSICK, JR. FAMILY

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


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

By _____
Kevin Riley, Co-Trustee

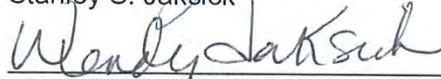
PRIMARY BENEFICIARIES



Todd B. Jaksick

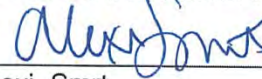


Stanley S. Jaksick



Wendy Ann Jaksick

SECONDARY BENEFICIARY



Alexi Smrt

EXHIBIT 12

EXHIBIT 12

EXHIBIT 12

AGREEMENT AND CONSENT TO PROPOSED ACTION

This Agreement and Consent to Proposed Action is entered into among Todd B. Jaksick, Stanley S. Jaksick and Kevin Riley, as Co-Trustees under The Samuel S. Jaksick, Jr. Family Trust Agreement (As Restated) (the "Family Trust"), Todd B. Jaksick ("Todd"), Stanley S. Jaksick ("Stan"), and Wendy Ann Jaksick ("Wendy"), as the "Primary Beneficiaries" and Alexi Smrt, as one of the "Secondary Beneficiaries" of the Family Trust, with reference to the following facts:

A. The Grantor of the Family Trust, Samuel S. Jaksick, Jr. ("Sam"), died on April 21, 2013.

B. The Co-Trustees and the Primary and Secondary Beneficiaries of the Family Trust have all agreed that it is in the best interests of the Family Trust and the Primary and Secondary Beneficiaries, and all future beneficiaries of the Family Trust to sell all but 100 of the best cattle on White Pine Ranch in order to pay White Pine Ranch debt, past due expenses, and reserve funds for income taxes resulting from the sale. The 100 reserved cattle will be run on the SJ Ranch to keep the traditional family cattle operation.

C. The Primary and Secondary Beneficiaries are the sole adult beneficiaries of the Family Trust who would otherwise be entitled to a notice of proposed action under NRS 164.725 for the Co-Trustees' proposed protection of the assets and operations of any and all entities associated with the Family Trust, and they intent for this Agreement to constitute their written and binding consent thereto. In addition, each Primary and Secondary Beneficiary agrees he or she is representing all his or her minor children and unborn grandchildren, great grandchildren and other issue in entering into this Agreement in accordance with NRS 164.038, based on the fact that there is no legal counsel representing any such person and there is no material conflict of interests between the Primary and Secondary Beneficiaries and any of his or her issue.

BASED ON THE FOREGOING, the Co-Trustees of the Family Trust, the Primary and Secondary Beneficiaries, and all their minor and unborn issue that they represent hereby agree as follows:

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

2. Agreement and Consent to Proposed Action. The Co-Trustees of the Family Trust, the Primary and Secondary Beneficiaries, and all the minor and unborn issue of the Primary and Secondary Beneficiaries all agree and consent to use funds received by the Samuel S. Jaksick, Jr. Family Trust to sell all but 100 of the best cattle on White Pine Ranch in order to pay White Pine Ranch debt, past due expenses, and reserve funds for income taxes resulting from the sale. The 100 reserved cattle will be run on the SJ Ranch to keep the traditional family cattle operation.

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

4. LEGAL REPRESENTATION. THIS AGREEMENT HAS BEEN PREPARED BY THE CO-TRUSTEES OF THE FAMILY TRUST WITHOUT LEGAL REPRESENTATION. ALL THE OTHER PARTIES HAVE BEEN ADVISED AND REPRESENTED IN THIS MATTER BY THE LAWYERS THEY HAVE VOLUNTARILY SELECTED OR THEY HAVE VOLUNTARILY WAIVED THEIR RIGHTS AND OPPORTUNITIES TO BE INDIVIDUALLY REPRESENTED IN THE FORMATION OF THIS AGREEMENT. EACH OF THE SIGNATORIES REPRESENTS HE OR SHE HAS BEEN ADVISED AND GIVEN ADEQUATE OPPORTUNITY TO CONSULT WITH INDEPENDENT LEGAL COUNSEL WITH RESPECT TO THESE CONSENTS AND WAIVERS AND, IF HE OR SHE HAS NOT CONSULTED WITH SUCH INDEPENDENT LEGAL COUNSEL, HE OR SHE HAS VOLUNTARILY WAIVED THAT RIGHT AND OPPORTUNITY.

Dated: August 26, 2013.

THE SAMUEL S. JAKSICK, JR. FAMILY TRUST

By

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

By

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

By

Kevin Riley
Kevin Riley, Co-Trustee

PRIMARY BENEFICIARIES

T B J

Todd B. Jaksick

S Jaksick

Stanley S. Jaksick

Wendy Ann Jaksick

Wendy Ann Jaksick

SECONDARY BENEFICIARY

Alexi Smrt

Alexi Smrt

IN THE SUPREME COURT OF THE STATE OF NEVADA

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

CASE NO.: 81470

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

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

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

Appellants/Cross-Respondents,

vs.
WENDY JAKSICK,

Respondent/Cross-Appellant.

APPELLANT/CROSS-RESPONDENT
TODD B. JAKSICK'S APPENDIX TO OPENING BRIEF
Volume 3 (Part 2) of 22

Pages TJA000506-TJA000537

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

DOCUMENT	DATE FILED or ADMITTED	VOL. NO.	PAGE NO.
Petition for Confirmation of Trustee and Admission of Trust to the Jurisdiction of the Court, and for Approval of Accountings and other Trust Administration Matters (SSJ's Issue Trust)	8.2.17	1	TJA000001-000203
Petition for Confirmation of Trustees and Admission of Trust to the Jurisdiction of the Court, and For Approval of Accountings and Other Trust Administration Matters (Family Trust) (Separated)	8.2.17	2	TJA000204-000401
Petition for Confirmation of Trustees and Admission of Trust to the Jurisdiction of the Court, and For Approval of Accountings and Other Trust Administration Matters (Family Trust) (Separated)	8.2.17	3	TJA00402-00585
Respondent Wendy A. Jaksick's Opposition and Objection to Petition	10.10.17	4	TJA000586-000594

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

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

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

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

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

Scheduled			
Verdicts	3.4.19	5	TJA000954-000957
Motion for Order Awarding Costs and Attorneys' Fees for Todd Jaksick, Individually, Duck Lake Ranch, LLC, and Incline TSS, Ltd.	3.13.19	6	TJA000958-001157
Petitioner Wendy A. Jaksick's Opposition to Motion for Attorney Fees	3.25.19	6	TJA001158-001175
Reply in Support of Motion for Order Awarding Costs and Attorneys' Fees for Todd Jaksick, Individually, Duck Lake Ranch, LLC and Incline TSS, Ltd.	4.1.19	7	TJA001176-001185
Request for Submission of Motion for Order Awarding Costs and Attorneys' Fees	4.1.19	7	TJA001186-001189
Trial Transcript	5.13.19	7	TJA001190-001202
Order Addressing Evidence at Equitable Trial	5.20.19	7	TJA001203-001274
Stanley Jaksick's Written Closing Arguments	7.1.19	7	TJA001275-001281
Todd B. Jaksick's Closing Argument Brief	7.1.19	7	TJA001282-001362
Wendy Jaksick's Brief of Opening Arguments in the Equitable Claims	7.1.19	8	TJA001363-001470

Trial			
Petitioner's Trial Brief on Equitable Claims	7.1.19	8	TJA001471-001535
Todd B. Jaksick's Closing Argument Brief	7.31.19	9	TJA001536-001623
Petitioner's Reply to Wendy Jaksick's Trial Brief on Equitable Claims	7.31.19	9	TJA001624-001661
Wendy Jaksick's Brief of Closing Arguments in the Equitable Claims Trial	7.31.19	10	TJA001662-001757
Stanley Jaksick's Written Closing Reply Brief	7.31.19	11	TJA001758-001977
Order for Supplemental Briefing	2.6.20	12	TJA001978-001979
Todd Jaksick's Supplemental Brief in Response to the Court's February 6, 2020 Order for Supplemental Briefing	2.18.20	12	TJA001980-002043
Trustees' Supplemental Brief	2.18.20	12	TJA002044-002077
Supplemental Brief by Stanley Jaksick, Co-Trustee of the Samuel S. Jaksick, Jr. Family Trust	2.18.20	12	TJA002078-002085
Wendy Jaksick's Supplemental Brief in the Equitable Claims Trial	2.25.20	12	TJA002086-002093
Order After Equitable Trial	3.12.20	12	TJA002094-002118
Notice of Entry of Order	3.17.20	12	TJA002119-002146

Memorandum of Costs	3.17.20	12	TJA002147-002164
Verified Memorandum of Costs	3.23.20	13	TJA002165-002189
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
Motion to Strike Verified Memorandum of Costs	3.26.20	13	TJA002195-002215
Motion to Retax Costs and Joinder to Motions to Strike	3.26.20	13	TJA002216-002219
Judgment on Verdict and Order After Equitable Trial	4.1.20	13	TJA002220-002254
Notice of Entry of Judgment	4.1.20	13	TJA002255-002292
Petitioners' Verified Memorandum of Costs and Disbursements	4.2.20	14	TJA002293-002409
Memorandum of Costs and Disbursements	4.2.20	14	TJA002410-002430
Memorandum of Costs and Disbursements	4.2.20	14	TJA002431-002442
Joinder to Memorandum of Costs	4.6.20	14	TJA002443-002445
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
Motion for Attorneys' Fees and	4.9.20	15	TJA002451-002615

Costs – Kevin Riley			
Motion for Attorney’s Fees and Costs – Michael Kimmel	4.9.20	16	TJA002616-002769
Omnibus Opposition to Motions to Strike Wendy Jaksick’s Verified Memorandum of Costs filed by Trustees	4.9.20	16	TJA002770-002776
Motion for Attorney Fees and Costs for Todd Jaksick, Individually, for Trial on Equitable Claims	4.10.20	16	TJA002777-002833
Reply in Support of Motion to Strike Verified Memorandum of Costs	4.13.20	17	TJA002834-002841
Request for Submission	4.13.20	17	TJA002842-002845
Order Denying Wendy Jaksick’s Costs	4.21.20	17	TJA002846-002847
Notice of Entry of Order	4.21.20	17	TJA002848-002857
Memorandum of Attorney’s Fees by Stanley Jaksick, as Co-Trustee of the Family Trust	4.22.20	17	TJA002858-002910
Request for Submission	4.22.20	17	TJA002911-002913
Opposition to Motion for Attorney’s Fees and Costs of Michael Kimmel, Individually and as Co-Trustee	4.23.20	17	TJA002914-002930
Opposition to Motion for Attorney’s Fees and Costs of Kevin Riley,	4.23.20	17	TJA002931-002946

Individually and as Co-Trustee of the Family Trust and as Trustee of the BHC Family Trust			
Opposition to Motion for Order Awarding Costs and Attorney's Fees for Todd Jaksick, Individually on Equitable Claims	4.24.20	17	TJA002947-002985
Opposition and Motion to Strike Memorandum of Attorney's Fees by Stanley Jaksick as Co-Trustee of the Family Trust	4.27.20	17	TJA002986-002992
Motion to Alter or Amend the Judgment	4.28.20	17	TJA002993-003000
Trial Transcript	5.13.19	17	TJA001190-001202
Order Regarding Costs	4.30.20	18	TJA003044-003045
Motion to Alter or Amend Judgment, or Alternatively, Motion for New Trial	4.30.20	18	TJA003046-003113
Reply in Support of Motion for Attorney's Fees and Costs	5.1.20	18	TJA003114-003126
Request for Submission	5.1.20	18	TJA003127-003130
Reply to Opposition to Motion for Order Awarding Costs and Attorney's Fees for Todd Jaksick, Individually, For Trial on Equitable Claims	5.1.20	18	TJA003131-003147

Request for Submission	5.1.20	18	TJA003148-003151
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
Limited Joinder to Todd B. Jaksick's Opposition to Wendy Jaksick's Motion to Alter or Amend Judgment, or, Alternatively, Motion for a New Trial	5.12.20	18	TJA003190-003196
Opposition to Alter or Amend the Judgment Award of Attorney's Fees to Wendy	5.12.20	18	TJA003197-003205
Supplemental Motion in Support of Award of Attorney's Fees to Wendy Jaksick's Attorneys	5.12.20	19	TJA003206-003324
Opposition to Todd B. Jaksick's Motion to Amend the Judgment	5.13.20	19	TJA003325-003339
Opposition to Wendy Jaksick's Motion to Alter or Amend Judgment, or in the Alternative, Motion for New Trial	5.13.20	19	TJA003340-003344
Reply to Wendy Jaksick's Amended Opposition and Motion to Strike Stanley Jaksick's Verified Memorandum of Attorney's Fees as	5.13.20	19	TJA003345-003348

Co-Trustee of the Family Trust			
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
Request for Submission	5.18.20	19	TJA003358-003365
Reply in Support of Motion to Alter or Amend Judgment	5.19.20	19	TJA003366-003372
Request for Submission	5.19.20	19	TJA003373-003376
Motion to Strike Wendy's Supplemental Motion in Support of Award of Attorney's Fees to Wendy Jaksick's Attorneys	5.19.20	19	TJA003377-003381
Reply in Support of Todd B. Jaksick's, Individually, Motion to Amend the Judgment	5.19.20	20	TJA003382-003452
Request for Submission	5.19.20	20	TJA003453-003456
Order Awarding Costs	5.19.20	20	TJA003457
Notice of Entry of Order	5.20.20	20	TJA003458-003461
Petitioner's Verified Memorandum of Attorney's Fees	5.21.20	21	TJA003462-003608
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
Joinder to Todd B. Jaksick's	6.1.20	21	TJA003618-003621

Opposition to Wendy Jaksick's Supplemental Motion			
Opposition to Motion to Strike Wendy's Supplemental Motion in Support of Award of Attorney's Fees to Wendy Jaksick's Attorneys	6.1.20	21	TJA003622-003627
Reply in Support of Motion to Strike Wendy's Supplemental Motion in Support of Award of Attorney's Fees to Wendy Jaksick's Attorneys	6.8.20	21	TJA003628-003634
Request for Submission	6.8.20	21	TJA003635-003638
Order Resolving Submitted Matters	6.10.20	22	TJA003639-003646
Notice of Appeal	7.10.20	22	TJA003647-003650
Case Appeal Statement	7.10.20	22	TJA003651-003657
Notice of Appeal	7.10.20	22	TJA003658-003661
Case Appeal Statement	7.10.20	22	TJA003662-003669
Notice of Appeal	7.13.20	22	TJA003670-003677
Case Appeal Statement	7.13.20	22	TJA003678-003680
Notice of Cross Appeal	7.21.20	22	TJA003681-003777
Case Appeal Statement	7.21.20	22	TJA003778-003790
Amended Judgment	7.6.20	22	TJA003791-003811

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

DOCUMENT	DATE FILED or ADMITTED	VOL. NO.	PAGE NO.
Amended Judgment	7.6.20	22	TJA003791-003811
Association of Counsel	1.2.18	4	TJA000624-000625
Association of Counsel	2.23.18	4	TJA000672-000692
Association of Counsel	2.23.18	4	TJA000693-000712
Case Appeal Statement	7.10.20	22	TJA003651-003657
Case Appeal Statement	7.10.20	22	TJA003662-003669
Case Appeal Statement	7.13.20	22	TJA003678-003680
Case Appeal Statement	7.21.20	22	TJA003778-003790
Commissioner's Recommendation Referring Cases to Probate Judge	10.12.17	4	TJA000615-000617
Counter-Petition to Surcharge Trustees for Breach of Fiduciary Duties, for Removal of Trustees and Appointment of Independent Trustee(s), and for Declaratory Judgment and other Relief	1.19.18	4	TJA000632-000671
Demand for Jury	1.3.18	4	TJA000626-000628
Errata to Kevin Riley's Answer to First Amended Counter-Petition to Surcharge Trustees for Breach of Fiduciary Duties, For Removal of	4.19.18	5	TJA000820-000823

Trustees and Appointment of Independent Trustees, and for Declaratory Judgment and Other Relief			
Errata to Todd B. Jaksick's and Michael S. Kimmel's Answer to First Amended Counter-Petition to Surcharge Trustees for Breach of Fiduciary Duties, For Removal of Trustees and Appointment of Independent Trustees, and for Declaratory Judgment and Other Relief	4.19.18	5	TJA000816-000819
First Amended Counter-Petition to Surcharge Trustees for Breach of Fiduciary Duties, for Removal of Trustee(s), and for Declaratory Judgment and Other Relief	2.23.18	4	TJA000713-000752
Joinder to Memorandum of Costs	4.6.20	14	TJA002443-002445
Joinder to 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	8.7.18	5	TJA000845-000847

Judgment and Other Relief			
Joinder to Todd B. Jaksick's Opposition to Wendy Jaksick's Supplemental Motion	6.1.20	21	TJA003618-003621
Judgment on Verdict and Order After Equitable Trial	4.1.20	13	TJA002220-002254
Kevin Riley's Answer to First Amended Counter-Petition to Surcharge Trustees for Breach of Fiduciary Duties, For Removal of Trustees and Appointment of Independent Trustee(s), and For Declaratory Judgment and Other Relief	4.17.18	5	TJA000800-000815
Limited Joinder to Todd B. Jaksick's Opposition to Wendy Jaksick's Motion to Alter or Amend Judgment, or, Alternatively, Motion for a New Trial	5.12.20	18	TJA003190-003196
Memorandum of Attorney's Fees by Stanley Jaksick, as Co-Trustee of the Family Trust	4.22.20	17	TJA002858-002910
Memorandum of Costs	3.17.20	12	TJA002147-002164
Memorandum of Costs and Disbursements	4.2.20	14	TJA002410-002430

Memorandum of Costs and Disbursements	4.2.20	14	TJA002431-002442
Motion for Attorney Fees and Costs for Todd Jaksick, Individually, for Trial on Equitable Claims	4.10.20	16	TJA002777-002833
Motion for Attorney's Fees and Costs – Michael Kimmel	4.9.20	16	TJA002616-002769
Motion for Attorneys' Fees and Costs – Kevin Riley	4.9.20	15	TJA002451-002615
Motion for Order Awarding Costs and Attorneys' Fees for Todd Jaksick, Individually, Duck Lake Ranch, LLC, and Incline TSS, Ltd.	3.13.19	6	TJA000958-001157
Motion to Alter or Amend Judgment, or Alternatively, Motion for New Trial	4.30.20	18	TJA003046-003113
Motion to Alter or Amend the Judgment	4.28.20	17	TJA002993-003000
Motion to Retax Costs and Joinder to Motions to Strike	3.26.20	13	TJA002216-002219
Motion to Strike Verified Memorandum of Costs	3.26.20	13	TJA002195-002215
Motion to Strike Wendy's Supplemental Motion in Support	5.19.20	19	TJA003377-003381

of Award of Attorney's Fees to Wendy Jaksick's Attorneys			
Notice of Appeal	7.10.20	22	TJA003647-003650
Notice of Appeal	7.10.20	22	TJA003658-003661
Notice of Appeal	7.13.20	22	TJA003670-003677
Notice of Appearance	6.4.18	5	TJA000824-000827
Notice of Appearance	6.4.18	5	TJA000828-000831
Notice of Appearance	4.17.18	4	TJA000796-000799
Notice of Appearance (Todd B. Jaksick, individually)	11.3.17	4	TJA000621-000623
Notice of Cross Appeal	7.21.20	22	TJA003681-003777
Notice of Entry of Judgment	4.1.20	13	TJA002255-002292
Notice of Entry of Order	3.13.18	4	TJA000757-000761
Notice of Entry of Order	3.13.18	4	TJA000762-000766
Notice of Entry of Order	3.17.20	12	TJA002119-002146
Notice of Entry of Order	4.21.20	17	TJA002848-002857
Notice of Entry of Order	5.20.20	20	TJA003458-003461
Omnibus Opposition to Motions to Strike Wendy Jaksick's Verified Memorandum of Costs filed by Trustees	4.9.20	16	TJA002770-002776
Opposition and Motion to Strike Memorandum of Attorney's Fees by Stanley Jaksick as Co-Trustee of the Family Trust	4.27.20	17	TJA002986-002992
Opposition to Alter or Amend the	5.12.20	18	TJA003197-003205

Judgment Award of Attorney's Fees to Wendy			
Opposition to Motion for Attorney's Fees and Costs of Kevin Riley, Individually and as Co-Trustee of the Family Trust and as Trustee of the BHC Family Trust	4.23.20	17	TJA002931-002946
Opposition to Motion for Attorney's Fees and Costs of Michael Kimmel, Individually and as Co-Trustee	4.23.20	17	TJA002914-002930
Opposition to Motion for Order Awarding Costs and Attorney's Fees for Todd Jaksick, Individually on Equitable Claims	4.24.20	17	TJA002947-002985
Opposition to Motion to Strike Wendy's Supplemental Motion in Support of Award of Attorney's Fees to Wendy Jaksick's Attorneys	6.1.20	21	TJA003622-003627
Opposition to Todd B. Jaksick's Motion to Amend the Judgment	5.13.20	19	TJA003325-003339
Opposition to Wendy Jaksick's Motion for Leave to Join Indispensable Parties	12.6.18	5	TJA000873-000876

Opposition to Wendy Jaksick's Motion to Alter or Amend Judgment, or in the Alternative, Motion for New Trial	5.13.20	19	TJA003340-003344
Order Accepting Transfer	10.17.17	4	TJA000618-000620
Order Addressing Evidence at Equitable Trial	5.20.19	7	TJA001203-001274
Order After Equitable Trial	3.12.20	12	TJA002094-002118
Order Associating Counsel	3.13.18	4	TJA000753-000754
Order Associating Counsel	3.13.18	4	TJA000755-000756
Order Awarding Costs	5.19.20	20	TJA003457
Order Denying Wendy Jaksick's Costs	4.21.20	17	TJA002846-002847
Order for Supplemental Briefing	2.6.20	12	TJA001978-001979
Order Granting Consolidation	1.5.18	4	TJA000629-000631
Order Granting in Part and Denying in Part Motion for Leave to Join Indispensable Parties	1.16.19	5	TJA000937-000948
Order Regarding Costs	4.30.20	18	TJA003044-003045
Order Resolving Submitted Matters	6.10.20	22	TJA003639-003646
Petition for Confirmation of Trustee and Admission of Trust to the Jurisdiction of the Court, and for Approval of Accountings and other Trust Administration	8.2.17	1	TJA000001-000203

Matters (SSJ's Issue Trust)			
Petition for Confirmation of Trustees and Admission of Trust to the Jurisdiction of the Court, and For Approval of Accountings and Other Trust Administration Matters (Family Trust) (Separated)	8.2.17	2	TJA000204-000401
Petition for Confirmation of Trustees and Admission of Trust to the Jurisdiction of the Court, and For Approval of Accountings and Other Trust Administration Matters (Family Trust) (Separated)	8.2.17	3	TJA00402-00585
Petitioner Wendy A. Jaksick's Opposition to Motion for Attorney Fees	3.25.19	6	TJA001158-001175
Petitioner's Opposition to Wendy Jaksick's Motion for Leave to Join Indispensable Parties	12.6.18	5	TJA000877-000898
Petitioner's Reply to Wendy Jaksick's Trial Brief on Equitable Claims	7.31.19	9	TJA001624-001661
Petitioner's Trial Brief on Equitable Claims	7.1.19	8	TJA001471-001535

Petitioner's Verified Memorandum of Attorney's Fees	5.21.20	21	TJA003462-003608
Petitioners' Verified Memorandum of Costs and Disbursements	4.2.20	14	TJA002293-002409
Pre-Trial Order Regarding Trial Scheduled	1.22.19	5	TJA000949-000953
Reply in Support of Motion for Attorney's Fees and Costs	5.1.20	18	TJA003114-003126
Reply in Support of Motion for Order Awarding Costs and Attorneys' Fees for Todd Jaksick, Individually, Duck Lake Ranch, LLC and Incline TSS, Ltd.	4.1.19	7	TJA001176-001185
Reply in Support of Motion to Alter or Amend Judgment	5.19.20	19	TJA003366-003372
Reply in Support of Motion to Strike Verified Memorandum of Costs	4.13.20	17	TJA002834-002841
Reply in Support of Motion to Strike Wendy's Supplemental Motion in Support of Award of Attorney's Fees to Wendy Jaksick's Attorneys	6.8.20	21	TJA003628-003634
Reply in Support of Todd B. Jaksick's, Individually, Motion to	5.19.20	20	TJA003382-003452

Amend the Judgment			
Reply to Opposition to Motion for Order Awarding Costs and Attorney's Fees for Todd Jaksick, Individually, For Trial on Equitable Claims	5.1.20	18	TJA003131-003147
Reply to Wendy Jaksick's Amended Opposition and Motion to Strike Stanley Jaksick's Verified Memorandum of Attorney's Fees as Co-Trustee of the Family Trust	5.13.20	19	TJA003345-003348
Request for Submission	4.13.20	17	TJA002842-002845
Request for Submission	4.22.20	17	TJA002911-002913
Request for Submission	5.1.20	18	TJA003127-003130
Request for Submission	5.1.20	18	TJA003148-003151
Request for Submission	5.18.20	19	TJA003358-003365
Request for Submission	5.19.20	19	TJA003373-003376
Request for Submission	5.19.20	20	TJA003453-003456
Request for Submission	6.8.20	21	TJA003635-003638
Request for Submission of Motion for Order Awarding Costs and Attorneys' Fees	4.1.19	7	TJA001186-001189
Request for Submission of Wendy A. Jaksick's Motion for Leave to Join Indispensable Parties	12.18.18	5	TJA000934-000936

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

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

Relief			
Todd B. Jaksick's Answer and Objections to First Amended Counter-Petition to Surcharge Trustees for Breach of Fiduciary Duties, For Removal of Trustees and Appointment of Independent Trustee(s) and For Declaratory Judgment and Other Relief	4.9.18	4	TJA000767-000779
Todd B. Jaksick's Closing Argument Brief	7.1.19	7	TJA001282-001362
Todd B. Jaksick's Closing Argument Brief	7.31.19	9	TJA001536-001623
Todd B. Jaksick's Opposition to Wendy Jaksick's Motion to Alter or Amend Judgment, or, Alternatively, Motion for a New Trial	5.8.20	18	TJA003152-003189
Todd B. Jaksick's Opposition to Wendy Jaksick's Supplemental Motion in Support of Award of Attorney's Fees	5.21.20	21	TJA003609-003617
Todd B. Jaksick's, Individually, Opposition to Wendy Jaksick's Motion for Leave to Join Indispensable Parties	12.6.18	5	TJA000856-000872

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

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

Dated this 13th day of April, 2021.

ROBISON, SHARP, SULLIVAN & BRUST
A Professional Corporation
71 Washington Street
Reno, Nevada 89503

/s/ Therese M. Shanks, Esq.
KENT R. ROBISON (SBN #1167)
THERESE M. SHANKS (SBN #12890)
Attorneys for Appellant/Cross-Respondent
Todd B. Jaksick, in his individual capacity

CERTIFICATE OF SERVICE

I certify that on the 13th day of April, 2021, I served a copy of **APPELLANT/CROSS-RESPONDENT TODD B. JAKSICK'S APPENDIX TO OPENING BRIEF- VOL. 3 (Part 2)**, upon all counsel of record:

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

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

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

Donald A. Lattin, Esq.
Carolyn K. Renner, Esq.
Maupin, Cox & LeGoy
4785 Caughlin Parkway
P. O. Box 30000
Reno, Nevada 89519
Email: dlattin@mcllawfirm.com / crenner@mcllawfirm.com
Attorneys for Appellants/Cross Respondents/Trustees
Todd B. Jaksick, Michael S. Kimmel, Kevin Riley

Phil Kreitlein, Esq.
Kreitlein Law Group
1575 Delucchi Lane, Suite 101
Reno, Nevada 89502
Email: philip@kreitleinlaw.com
Attorneys for Appellant/Cross Respondent Stanley S. Jaksick

Adam Hosmer-Henner, Esq.
McDonald Carano
100 West Liberty Street, 10th Floor
P.O. Box 2670
Reno, NV 89505
Email: ahosmerhenner@mcdonaldcarano.com
Attorneys for Appellant/Cross Respondent Stanley S. Jaksick

Mark J. Connot, Esq.
Fox Rothschild LLP
1980 Festival Plaza Drive, Suite 700
Las Vegas, Nevada 89135
Email: mconnot@foxrothschild.com
Attorney for Respondent/Cross Appellant Wendy A. Jaksick

R. Kevin Spencer, Esq. / Zachary E. Johnson, Esq.
Spencer & Johnson PLLC
500 N. Akard Street, Suite 2150
Dallas, Texas 75201
Email: kevin@dallasprobate.com / zach@dallasprobate.com
Attorneys for Respondent/Cross Appellant Wendy A. Jaksick

DATED this 13th day of April, 2021.

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

EXHIBIT 13

EXHIBIT 13

EXHIBIT 13

AGREEMENT AND CONSENT TO PROPOSED ACTION

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

A. The Grantor of the Family Trust, Samuel S. Jaksick, Jr. ("Sam"), died on April 21, 2013. At the time of his death, Sam owed \$85,000 to Duck Lake Ranch LLC pursuant to that certain Note Payable dated June 13, 2012, a copy of which is attached hereto (the "Note"). Duck Lake Ranch LLC is owned by Todd B. Jaksick.

B. The Note became due in full on December 31, 2013, and no payments have been made to date. The Note is secured by Sam's 1967 Piper Super Cub aircraft (the "Super Cub"), which is owned by Sammy Supercub LLC Series A, a Nevada series limited liability company, of which the Family Trust is the member. The Super Cub has been appraised at \$83,780, as shown by the Aircraft Appraisal Report attached hereto.

C. The Co-Trustees and the Primary Beneficiaries of the Family Trust have all agreed that it is in the best interests of the Family Trust, the Primary Beneficiaries, and all future beneficiaries of the Family Trust to transfer and surrender the Super Cub to Duck Lake Ranch LLC in satisfaction of the Note.

D. The Primary Beneficiaries are the sole adult beneficiaries of the Family Trust who would otherwise be entitled to a notice of proposed action under NRS 164.725 for the Co-Trustees' proposed transfer and surrender the Super Cub to Duck Lake Ranch LLC in satisfaction of the Note, and they intend for this Agreement to constitute their written and binding consent thereto. In addition, each Primary Beneficiary agrees he or she is representing all his or her minor children and unborn grandchildren, great grandchildren and other issue in entering into this Agreement in accordance with NRS 164.038, based on the fact that there is no counsel representing any such person and there is no material conflict of interests between the Primary Beneficiary and any of his or her issue.

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

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

2. Agreement and Consent to Proposed Action. The Co-Trustees of the Family Trust, the Primary Beneficiaries, and all the minor and unborn issue of the Primary Beneficiaries all agree and consent to the transactions described in the recitals above, specifically including, but not limited to, the Co-Trustees taking the appropriate steps to transfer and surrender the Super Cub to Duck Lake Ranch LLC in satisfaction of the Note.

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

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

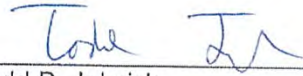
Dated: 1/31/2014, 2014.

THE SAMUEL S. JAKSICK, JR. FAMILY TRUST

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

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


PRIMARY BENEFICIARIES



Todd B. Jaksick



Stanley S. Jaksick



Wendy Ann Jaksick

WILSON CON & ASSOCY ATTORNEYS AT LAW RENO NEVADA

J:\wpdata\BCM\Jaksick\SamlAgreement & Consent - SuperCub.wpd

EXHIBIT 14

EXHIBIT 14

EXHIBIT 14

AGREEMENT AND CONSENT TO PROPOSED ACTION

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

A. The Grantor of the Family Trust, Samuel S. Jaksick, Jr. ("Sam"), died on April 21, 2013.

B. The Co-Trustees and the Primary and Secondary Beneficiaries of the Family Trust have all agreed that it is in the best interests of the Family Trust and the Primary and Secondary Beneficiaries, and all future beneficiaries of the Family Trust to utilize funds saved by White Pine Ranch to pay current IRS taxes for Family Trust.

C. The Co-Trustees and the Primary and Secondary Beneficiaries of the Family Trust realize that these particular White Pine Ranch funds were being saved for future tax obligations of White Pine Ranch due from cattle sales and White Pine Ranch's portion of the NRCS Conservation Easement closing, as well as a backup reserve for servicing the American Ag Credit loan complex in the event the Family Trust is unable to pay. Based off the current financial status of the Family Trust, including current obligations to the IRS, which are due on 4/15/2014, the Primary and Secondary beneficiaries agree that it makes more sense to utilize the White Pine Ranch reserved funds to pay for the above purposes, knowing these funds will not be available for White Pine Ranch's tax obligations for the previous cattle sales and NRCS Conservation Easement.

D. The Primary and Secondary Beneficiaries are the sole adult beneficiaries of the Family Trust who would otherwise be entitled to a notice of proposed action under NRS 164.725 for the Co-Trustees' proposed action to utilize White Pine Ranch future tax savings funds to pay current Trust tax obligations, and they intent for this Agreement to constitute their written and binding consent thereto. In addition, each Primary and Secondary Beneficiary agrees he or she is representing all his or her minor children and unborn grandchildren, great grandchildren and other issue in entering into this Agreement in accordance with NRS 164.038, based on the fact that there is no legal counsel representing any such person and there is no material conflict of interests between the Primary and Secondary Beneficiaries and any of his or her issue.

BASED ON THE FOREGOING, the Co-Trustees of the Family Trust, the Primary and Secondary Beneficiaries, and all their minor and unborn issue that they represent hereby agree as follows:

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

2. Agreement and Consent to Proposed Action. The Co-Trustees of the Family Trust, the Primary and Secondary Beneficiaries, and all the minor and unborn issue of the Primary and Secondary Beneficiaries all agree and consent to the transactions in the recitals above, specifically including, but not limited to:

a. Utilizing White Pine Ranch reserved funds to pay current Family Trust obligations and depleting funds which were intended to be saved for items mentioned in Section C above.

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

4. LEGAL REPRESENTATION. THIS AGREEMENT HAS BEEN PREPARED BY THE CO-TRUSTEES OF THE FAMILY TRUST WITHOUT LEGAL REPRESENTATION. ALL THE OTHER PARTIES HAVE BEEN ADVISED AND REPRESENTED IN THIS MATTER BY THE LAWYERS THEY HAVE VOLUNTARILY SELECTED OR THEY HAVE VOLUNTARILY WAIVED THEIR RIGHTS AND OPPORTUNITIES TO BE INDIVIDUALLY REPRESENTED IN THE FORMATION OF THIS AGREEMENT. EACH OF THE SIGNATORIES REPRESENTS HE OR SHE HAS BEEN ADVISED AND GIVEN ADEQUATE OPPORTUNITY TO CONSULT WITH INDEPENDENT LEGAL COUNSEL WITH RESPECT TO THESE CONSENTS AND WAIVERS AND, IF HE OR SHE HAS NOT CONSULTED WITH SUCH INDEPENDENT LEGAL COUNSEL, HE OR SHE HAS VOLUNTARILY WAIVED THAT RIGHT AND OPPORTUNITY.


Dated: 4/15, 2014.


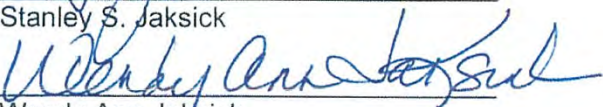
THE SAMUEL S. JAKSICK, JR. FAMILY TRUST

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

By 
Stanley S. Jaksick, Co-Trustee

PRIMARY BENEFICIARIES


Todd B. Jaksick


Stanley S. Jaksick

Wendy Ann Jaksick

SECONDARY BENEFICIARY


Alexi Smrt

EXHIBIT 15

EXHIBIT 15

EXHIBIT 15

AGREEMENT AND CONSENT TO PROPOSED ACTION

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

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

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

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

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

Dated: 8-28, 2014

THE SSJ'S ISSUE TRUST

By TB
Todd B. Jaksick, Trustee

THE SAMUEL S JAKSICK JR FAMILY TRUST

By SP
Stanley S. Jaksick, Co-Trustee

By TB
Todd B. Jaksick, Co-Trustee

PRIMARY BENEFICIARIES:

TB
Todd B. Jaksick

SP
Stanley S. Jaksick

Wendy Ann Jaksick
Wendy Ann Jaksick

Alexi Smrt
Alexi Smrt

PROMISSORY NOTE

\$115,000.00

Reno, Nevada

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

Principal and interest are payable as follows:

1. The initial interest only payment is due and payable six (6) months from the date hereof. Thereafter, regular semi-annual payments of interest only accruing on the entire unpaid principal balance at the Interest Rate are due and payable on the same day of each succeeding sixth (6th) month thereafter until the entire balance of principal and interest has been paid in full.

2. The entire unpaid principal balance and accrued interest shall be paid in full on or before the second (2nd) anniversary from the date hereof (the "Maturity Date").

3. Each payment under this Promissory Note shall be credited first to accrued interest then due, with the remainder, if any, credited against principal, and interest shall no longer accrue upon the principal so credited.

4. Payor may prepay this Promissory Note in whole or in part without premium or penalty. Prepayments will not, unless otherwise agreed upon by Payee in writing, relieve Payor of Payor's obligation to continue to make the semi-annual payments of accrued interest. Rather, prepayments will reduce the principal balance due on the Maturity Date.

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

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

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

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

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

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

Dated: 8-28, 2014.

THE SAMUEL S. JAKSICK, JR. FAMILY TRUST

By 
Todd B. Jaksick, Co-Trustee

By 
Stanley S. Jaksick, Co-Trustee

500 Damonte Ranch Parkway, Suite 980
Reno, Nevada 89521

SECURITY AGREEMENT

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

I. CREATION OF SECURITY INTEREST

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

II. OBLIGATIONS SECURED

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

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

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

III. DESCRIPTION OF COLLATERAL

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

IV. CLASSIFICATION OF COLLATERAL

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

V.
PERFECTION OF SECURITY INTEREST

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

VI.
VOTING, DIVIDENDS, AND OTHER RIGHTS

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

VII.
TAXES, ASSESSMENTS, AND LIENS

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

VIII.
DEFINITION OF DEFAULT

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

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

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

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

IX. ACCELERATION

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

X. SECURED PARTY'S RIGHTS AND REMEDIES

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

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

XI. RIGHTS AND REMEDIES OF DEBTOR

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

XII.
WAIVER OF NOTICE

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

XIII.
EXECUTION OF DOCUMENTS

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

XIV.
MISCELLANEOUS

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

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

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

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

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

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

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

Dated: 8-28, 2014.

"DEBTOR"

THE SAMUEL S. JAKSICK, JR. FAMILY TRUST


By 
Todd B. Jaksick, Co-Trustee

By 
Stanley S. Jaksick, Co-Trustee

500 Damonte Ranch Parkway, Suite 980
Reno, Nevada 89521

"SECURED PARTY"

THE SSJ'S ISSUE TRUST

By 
Todd B. Jaksick, Trustee

500 Damonte Ranch Parkway, Suite 980
Reno, Nevada 89521

EXHIBIT 16

EXHIBIT 16

EXHIBIT 16

AGREEMENT AND CONSENT TO PROPOSED ACTION

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

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

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

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

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

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

Dated: 09/25, 2014

THE SSJ'S ISSUE TRUST

By Todd B. Jaksick
Todd B. Jaksick, Trustee

THE SAMUEL S JAKSICK JR FAMILY TRUST

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

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

PRIMARY BENEFICIARIES:

Todd B. Jaksick
Todd B. Jaksick

Stanley S. Jaksick
Stanley S. Jaksick

Wendy Ann Jaksick
Wendy Ann Jaksick

Alexi Smrt
Alexi Smrt

PROMISSORY NOTE

\$150,000.00

Reno, Nevada

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

Principal and interest are payable as follows:

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

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

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

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

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

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

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

Dated: 09/25, 2014.

THE SAMUEL S. JAKSICK, JR. FAMILY TRUST

By TB J
Todd B. Jaksick, Co-Trustee

By SSJ
Stanley S. Jaksick, Co-Trustee

500 Damonte Ranch Parkway, Suite 980
Reno, Nevada 89521

AMENDMENT TO SECURITY AGREEMENT

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

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

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

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

I.

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

OBLIGATIONS SECURED

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

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

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

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

II.

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

Dated: 09/25, 2014.

"DEBTOR"

THE SAMUEL S. JAKSICK, JR. FAMILY TRUST

By TB J
Todd B. Jaksick, Co-Trustee

By SSJ
Stanley S. Jaksick, Co-Trustee

500 Damonte Ranch Parkway, Suite 980
Reno, Nevada 89521

"SECURED PARTY"

THE SSJ'S ISSUE TRUST

By TB J
Todd B. Jaksick, Trustee

500 Damonte Ranch Parkway, Suite 980
Reno, Nevada 89521

A.P.N. 150-011-04

After recording, return to:

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

The undersigned hereby affirms that this document submitted for recording does not contain the social security number of any person or persons per N.R.S. 239B.030.

Signature of Declarant or Agent

DEED OF TRUST AND ASSIGNMENT OF RENTS

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

I

PURPOSE

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

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

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

APN: 150-011-04

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

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

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

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

II

ASSIGNMENT OF RENTS AND PROFITS

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

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

III

COVENANTS OF TRUSTOR

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

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

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

IV

DEFAULT

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

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

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

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

V

PRIOR DEED OF TRUST AND REQUEST FOR NOTICE

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

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

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

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

VI

CONDEMNATION PROCEEDS

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

VII

DEFICIENCY JUDGMENT

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

VIII

MISCELLANEOUS

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

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

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

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

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

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

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

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

Dated: 09/25, 2014.

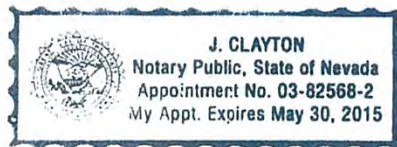
THE SAMUEL S. JAKSICK, JR. FAMILY TRUST

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

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

STATE OF NEVADA)
COUNTY OF WASHOE) ss.

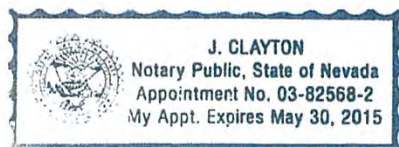
This Deed of Trust was acknowledged before me on 09/25, 2014, by Todd B. Jaksick, as Co-Trustee of The Samuel S. Jaksick, Jr. Family Trust.



[Signature]
Notary Public

STATE OF NEVADA)
COUNTY OF WASHOE) ss.

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



[Signature]
Notary Public

IN THE SUPREME COURT OF THE STATE OF NEVADA

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

CASE NO.: 81470

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

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

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

Appellants/Cross-Respondents,

vs.

WENDY JAKSICK,

Respondent/Cross-Appellant.

APPELLANT/CROSS-RESPONDENT
TODD B. JAKSICK'S APPENDIX TO OPENING BRIEF
Volume 3 (Part 3) of 22

Pages TJA000538-TJA000585

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

DOCUMENT	DATE FILED or ADMITTED	VOL. NO.	PAGE NO.
Petition for Confirmation of Trustee and Admission of Trust to the Jurisdiction of the Court, and for Approval of Accountings and other Trust Administration Matters (SSJ's Issue Trust)	8.2.17	1	TJA000001-000203
Petition for Confirmation of Trustees and Admission of Trust to the Jurisdiction of the Court, and For Approval of Accountings and Other Trust Administration Matters (Family Trust) (Separated)	8.2.17	2	TJA000204-000401
Petition for Confirmation of Trustees and Admission of Trust to the Jurisdiction of the Court, and For Approval of Accountings and Other Trust Administration Matters (Family Trust) (Separated)	8.2.17	3	TJA00402-00585
Respondent Wendy A. Jaksick's Opposition and Objection to Petition	10.10.17	4	TJA000586-000594

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

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

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

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

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

Scheduled			
Verdicts	3.4.19	5	TJA000954-000957
Motion for Order Awarding Costs and Attorneys' Fees for Todd Jaksick, Individually, Duck Lake Ranch, LLC, and Incline TSS, Ltd.	3.13.19	6	TJA000958-001157
Petitioner Wendy A. Jaksick's Opposition to Motion for Attorney Fees	3.25.19	6	TJA001158-001175
Reply in Support of Motion for Order Awarding Costs and Attorneys' Fees for Todd Jaksick, Individually, Duck Lake Ranch, LLC and Incline TSS, Ltd.	4.1.19	7	TJA001176-001185
Request for Submission of Motion for Order Awarding Costs and Attorneys' Fees	4.1.19	7	TJA001186-001189
Trial Transcript	5.13.19	7	TJA001190-001202
Order Addressing Evidence at Equitable Trial	5.20.19	7	TJA001203-001274
Stanley Jaksick's Written Closing Arguments	7.1.19	7	TJA001275-001281
Todd B. Jaksick's Closing Argument Brief	7.1.19	7	TJA001282-001362
Wendy Jaksick's Brief of Opening Arguments in the Equitable Claims	7.1.19	8	TJA001363-001470

Trial			
Petitioner's Trial Brief on Equitable Claims	7.1.19	8	TJA001471-001535
Todd B. Jaksick's Closing Argument Brief	7.31.19	9	TJA001536-001623
Petitioner's Reply to Wendy Jaksick's Trial Brief on Equitable Claims	7.31.19	9	TJA001624-001661
Wendy Jaksick's Brief of Closing Arguments in the Equitable Claims Trial	7.31.19	10	TJA001662-001757
Stanley Jaksick's Written Closing Reply Brief	7.31.19	11	TJA001758-001977
Order for Supplemental Briefing	2.6.20	12	TJA001978-001979
Todd Jaksick's Supplemental Brief in Response to the Court's February 6, 2020 Order for Supplemental Briefing	2.18.20	12	TJA001980-002043
Trustees' Supplemental Brief	2.18.20	12	TJA002044-002077
Supplemental Brief by Stanley Jaksick, Co-Trustee of the Samuel S. Jaksick, Jr. Family Trust	2.18.20	12	TJA002078-002085
Wendy Jaksick's Supplemental Brief in the Equitable Claims Trial	2.25.20	12	TJA002086-002093
Order After Equitable Trial	3.12.20	12	TJA002094-002118
Notice of Entry of Order	3.17.20	12	TJA002119-002146

Memorandum of Costs	3.17.20	12	TJA002147-002164
Verified Memorandum of Costs	3.23.20	13	TJA002165-002189
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
Motion to Strike Verified Memorandum of Costs	3.26.20	13	TJA002195-002215
Motion to Retax Costs and Joinder to Motions to Strike	3.26.20	13	TJA002216-002219
Judgment on Verdict and Order After Equitable Trial	4.1.20	13	TJA002220-002254
Notice of Entry of Judgment	4.1.20	13	TJA002255-002292
Petitioners' Verified Memorandum of Costs and Disbursements	4.2.20	14	TJA002293-002409
Memorandum of Costs and Disbursements	4.2.20	14	TJA002410-002430
Memorandum of Costs and Disbursements	4.2.20	14	TJA002431-002442
Joinder to Memorandum of Costs	4.6.20	14	TJA002443-002445
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
Motion for Attorneys' Fees and	4.9.20	15	TJA002451-002615

Costs – Kevin Riley			
Motion for Attorney’s Fees and Costs – Michael Kimmel	4.9.20	16	TJA002616-002769
Omnibus Opposition to Motions to Strike Wendy Jaksick’s Verified Memorandum of Costs filed by Trustees	4.9.20	16	TJA002770-002776
Motion for Attorney Fees and Costs for Todd Jaksick, Individually, for Trial on Equitable Claims	4.10.20	16	TJA002777-002833
Reply in Support of Motion to Strike Verified Memorandum of Costs	4.13.20	17	TJA002834-002841
Request for Submission	4.13.20	17	TJA002842-002845
Order Denying Wendy Jaksick’s Costs	4.21.20	17	TJA002846-002847
Notice of Entry of Order	4.21.20	17	TJA002848-002857
Memorandum of Attorney’s Fees by Stanley Jaksick, as Co-Trustee of the Family Trust	4.22.20	17	TJA002858-002910
Request for Submission	4.22.20	17	TJA002911-002913
Opposition to Motion for Attorney’s Fees and Costs of Michael Kimmel, Individually and as Co-Trustee	4.23.20	17	TJA002914-002930
Opposition to Motion for Attorney’s Fees and Costs of Kevin Riley,	4.23.20	17	TJA002931-002946

Individually and as Co-Trustee of the Family Trust and as Trustee of the BHC Family Trust			
Opposition to Motion for Order Awarding Costs and Attorney's Fees for Todd Jaksick, Individually on Equitable Claims	4.24.20	17	TJA002947-002985
Opposition and Motion to Strike Memorandum of Attorney's Fees by Stanley Jaksick as Co-Trustee of the Family Trust	4.27.20	17	TJA002986-002992
Motion to Alter or Amend the Judgment	4.28.20	17	TJA002993-003000
Trial Transcript	5.13.19	17	TJA001190-001202
Order Regarding Costs	4.30.20	18	TJA003044-003045
Motion to Alter or Amend Judgment, or Alternatively, Motion for New Trial	4.30.20	18	TJA003046-003113
Reply in Support of Motion for Attorney's Fees and Costs	5.1.20	18	TJA003114-003126
Request for Submission	5.1.20	18	TJA003127-003130
Reply to Opposition to Motion for Order Awarding Costs and Attorney's Fees for Todd Jaksick, Individually, For Trial on Equitable Claims	5.1.20	18	TJA003131-003147

Request for Submission	5.1.20	18	TJA003148-003151
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
Limited Joinder to Todd B. Jaksick's Opposition to Wendy Jaksick's Motion to Alter or Amend Judgment, or, Alternatively, Motion for a New Trial	5.12.20	18	TJA003190-003196
Opposition to Alter or Amend the Judgment Award of Attorney's Fees to Wendy	5.12.20	18	TJA003197-003205
Supplemental Motion in Support of Award of Attorney's Fees to Wendy Jaksick's Attorneys	5.12.20	19	TJA003206-003324
Opposition to Todd B. Jaksick's Motion to Amend the Judgment	5.13.20	19	TJA003325-003339
Opposition to Wendy Jaksick's Motion to Alter or Amend Judgment, or in the Alternative, Motion for New Trial	5.13.20	19	TJA003340-003344
Reply to Wendy Jaksick's Amended Opposition and Motion to Strike Stanley Jaksick's Verified Memorandum of Attorney's Fees as	5.13.20	19	TJA003345-003348

Co-Trustee of the Family Trust			
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
Request for Submission	5.18.20	19	TJA003358-003365
Reply in Support of Motion to Alter or Amend Judgment	5.19.20	19	TJA003366-003372
Request for Submission	5.19.20	19	TJA003373-003376
Motion to Strike Wendy's Supplemental Motion in Support of Award of Attorney's Fees to Wendy Jaksick's Attorneys	5.19.20	19	TJA003377-003381
Reply in Support of Todd B. Jaksick's, Individually, Motion to Amend the Judgment	5.19.20	20	TJA003382-003452
Request for Submission	5.19.20	20	TJA003453-003456
Order Awarding Costs	5.19.20	20	TJA003457
Notice of Entry of Order	5.20.20	20	TJA003458-003461
Petitioner's Verified Memorandum of Attorney's Fees	5.21.20	21	TJA003462-003608
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
Joinder to Todd B. Jaksick's	6.1.20	21	TJA003618-003621

Opposition to Wendy Jaksick's Supplemental Motion			
Opposition to Motion to Strike Wendy's Supplemental Motion in Support of Award of Attorney's Fees to Wendy Jaksick's Attorneys	6.1.20	21	TJA003622-003627
Reply in Support of Motion to Strike Wendy's Supplemental Motion in Support of Award of Attorney's Fees to Wendy Jaksick's Attorneys	6.8.20	21	TJA003628-003634
Request for Submission	6.8.20	21	TJA003635-003638
Order Resolving Submitted Matters	6.10.20	22	TJA003639-003646
Notice of Appeal	7.10.20	22	TJA003647-003650
Case Appeal Statement	7.10.20	22	TJA003651-003657
Notice of Appeal	7.10.20	22	TJA003658-003661
Case Appeal Statement	7.10.20	22	TJA003662-003669
Notice of Appeal	7.13.20	22	TJA003670-003677
Case Appeal Statement	7.13.20	22	TJA003678-003680
Notice of Cross Appeal	7.21.20	22	TJA003681-003777
Case Appeal Statement	7.21.20	22	TJA003778-003790
Amended Judgment	7.6.20	22	TJA003791-003811

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

DOCUMENT	DATE FILED or ADMITTED	VOL. NO.	PAGE NO.
Amended Judgment	7.6.20	22	TJA003791-003811
Association of Counsel	1.2.18	4	TJA000624-000625
Association of Counsel	2.23.18	4	TJA000672-000692
Association of Counsel	2.23.18	4	TJA000693-000712
Case Appeal Statement	7.10.20	22	TJA003651-003657
Case Appeal Statement	7.10.20	22	TJA003662-003669
Case Appeal Statement	7.13.20	22	TJA003678-003680
Case Appeal Statement	7.21.20	22	TJA003778-003790
Commissioner's Recommendation Referring Cases to Probate Judge	10.12.17	4	TJA000615-000617
Counter-Petition to Surcharge Trustees for Breach of Fiduciary Duties, for Removal of Trustees and Appointment of Independent Trustee(s), and for Declaratory Judgment and other Relief	1.19.18	4	TJA000632-000671
Demand for Jury	1.3.18	4	TJA000626-000628
Errata to Kevin Riley's Answer to First Amended Counter-Petition to Surcharge Trustees for Breach of Fiduciary Duties, For Removal of	4.19.18	5	TJA000820-000823

Trustees and Appointment of Independent Trustees, and for Declaratory Judgment and Other Relief			
Errata to Todd B. Jaksick's and Michael S. Kimmel's Answer to First Amended Counter-Petition to Surcharge Trustees for Breach of Fiduciary Duties, For Removal of Trustees and Appointment of Independent Trustees, and for Declaratory Judgment and Other Relief	4.19.18	5	TJA000816-000819
First Amended Counter-Petition to Surcharge Trustees for Breach of Fiduciary Duties, for Removal of Trustee(s), and for Declaratory Judgment and Other Relief	2.23.18	4	TJA000713-000752
Joinder to Memorandum of Costs	4.6.20	14	TJA002443-002445
Joinder to 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	8.7.18	5	TJA000845-000847

Judgment and Other Relief			
Joinder to Todd B. Jaksick's Opposition to Wendy Jaksick's Supplemental Motion	6.1.20	21	TJA003618-003621
Judgment on Verdict and Order After Equitable Trial	4.1.20	13	TJA002220-002254
Kevin Riley's Answer to First Amended Counter-Petition to Surcharge Trustees for Breach of Fiduciary Duties, For Removal of Trustees and Appointment of Independent Trustee(s), and For Declaratory Judgment and Other Relief	4.17.18	5	TJA000800-000815
Limited Joinder to Todd B. Jaksick's Opposition to Wendy Jaksick's Motion to Alter or Amend Judgment, or, Alternatively, Motion for a New Trial	5.12.20	18	TJA003190-003196
Memorandum of Attorney's Fees by Stanley Jaksick, as Co-Trustee of the Family Trust	4.22.20	17	TJA002858-002910
Memorandum of Costs	3.17.20	12	TJA002147-002164
Memorandum of Costs and Disbursements	4.2.20	14	TJA002410-002430

Memorandum of Costs and Disbursements	4.2.20	14	TJA002431-002442
Motion for Attorney Fees and Costs for Todd Jaksick, Individually, for Trial on Equitable Claims	4.10.20	16	TJA002777-002833
Motion for Attorney's Fees and Costs – Michael Kimmel	4.9.20	16	TJA002616-002769
Motion for Attorneys' Fees and Costs – Kevin Riley	4.9.20	15	TJA002451-002615
Motion for Order Awarding Costs and Attorneys' Fees for Todd Jaksick, Individually, Duck Lake Ranch, LLC, and Incline TSS, Ltd.	3.13.19	6	TJA000958-001157
Motion to Alter or Amend Judgment, or Alternatively, Motion for New Trial	4.30.20	18	TJA003046-003113
Motion to Alter or Amend the Judgment	4.28.20	17	TJA002993-003000
Motion to Retax Costs and Joinder to Motions to Strike	3.26.20	13	TJA002216-002219
Motion to Strike Verified Memorandum of Costs	3.26.20	13	TJA002195-002215
Motion to Strike Wendy's Supplemental Motion in Support	5.19.20	19	TJA003377-003381

of Award of Attorney's Fees to Wendy Jaksick's Attorneys			
Notice of Appeal	7.10.20	22	TJA003647-003650
Notice of Appeal	7.10.20	22	TJA003658-003661
Notice of Appeal	7.13.20	22	TJA003670-003677
Notice of Appearance	6.4.18	5	TJA000824-000827
Notice of Appearance	6.4.18	5	TJA000828-000831
Notice of Appearance	4.17.18	4	TJA000796-000799
Notice of Appearance (Todd B. Jaksick, individually)	11.3.17	4	TJA000621-000623
Notice of Cross Appeal	7.21.20	22	TJA003681-003777
Notice of Entry of Judgment	4.1.20	13	TJA002255-002292
Notice of Entry of Order	3.13.18	4	TJA000757-000761
Notice of Entry of Order	3.13.18	4	TJA000762-000766
Notice of Entry of Order	3.17.20	12	TJA002119-002146
Notice of Entry of Order	4.21.20	17	TJA002848-002857
Notice of Entry of Order	5.20.20	20	TJA003458-003461
Omnibus Opposition to Motions to Strike Wendy Jaksick's Verified Memorandum of Costs filed by Trustees	4.9.20	16	TJA002770-002776
Opposition and Motion to Strike Memorandum of Attorney's Fees by Stanley Jaksick as Co-Trustee of the Family Trust	4.27.20	17	TJA002986-002992
Opposition to Alter or Amend the	5.12.20	18	TJA003197-003205

Judgment Award of Attorney's Fees to Wendy			
Opposition to Motion for Attorney's Fees and Costs of Kevin Riley, Individually and as Co-Trustee of the Family Trust and as Trustee of the BHC Family Trust	4.23.20	17	TJA002931-002946
Opposition to Motion for Attorney's Fees and Costs of Michael Kimmel, Individually and as Co-Trustee	4.23.20	17	TJA002914-002930
Opposition to Motion for Order Awarding Costs and Attorney's Fees for Todd Jaksick, Individually on Equitable Claims	4.24.20	17	TJA002947-002985
Opposition to Motion to Strike Wendy's Supplemental Motion in Support of Award of Attorney's Fees to Wendy Jaksick's Attorneys	6.1.20	21	TJA003622-003627
Opposition to Todd B. Jaksick's Motion to Amend the Judgment	5.13.20	19	TJA003325-003339
Opposition to Wendy Jaksick's Motion for Leave to Join Indispensable Parties	12.6.18	5	TJA000873-000876

Opposition to Wendy Jaksick's Motion to Alter or Amend Judgment, or in the Alternative, Motion for New Trial	5.13.20	19	TJA003340-003344
Order Accepting Transfer	10.17.17	4	TJA000618-000620
Order Addressing Evidence at Equitable Trial	5.20.19	7	TJA001203-001274
Order After Equitable Trial	3.12.20	12	TJA002094-002118
Order Associating Counsel	3.13.18	4	TJA000753-000754
Order Associating Counsel	3.13.18	4	TJA000755-000756
Order Awarding Costs	5.19.20	20	TJA003457
Order Denying Wendy Jaksick's Costs	4.21.20	17	TJA002846-002847
Order for Supplemental Briefing	2.6.20	12	TJA001978-001979
Order Granting Consolidation	1.5.18	4	TJA000629-000631
Order Granting in Part and Denying in Part Motion for Leave to Join Indispensable Parties	1.16.19	5	TJA000937-000948
Order Regarding Costs	4.30.20	18	TJA003044-003045
Order Resolving Submitted Matters	6.10.20	22	TJA003639-003646
Petition for Confirmation of Trustee and Admission of Trust to the Jurisdiction of the Court, and for Approval of Accountings and other Trust Administration	8.2.17	1	TJA000001-000203

Matters (SSJ's Issue Trust)			
Petition for Confirmation of Trustees and Admission of Trust to the Jurisdiction of the Court, and For Approval of Accountings and Other Trust Administration Matters (Family Trust) (Separated)	8.2.17	2	TJA000204-000401
Petition for Confirmation of Trustees and Admission of Trust to the Jurisdiction of the Court, and For Approval of Accountings and Other Trust Administration Matters (Family Trust) (Separated)	8.2.17	3	TJA00402-00585
Petitioner Wendy A. Jaksick's Opposition to Motion for Attorney Fees	3.25.19	6	TJA001158-001175
Petitioner's Opposition to Wendy Jaksick's Motion for Leave to Join Indispensable Parties	12.6.18	5	TJA000877-000898
Petitioner's Reply to Wendy Jaksick's Trial Brief on Equitable Claims	7.31.19	9	TJA001624-001661
Petitioner's Trial Brief on Equitable Claims	7.1.19	8	TJA001471-001535

Petitioner's Verified Memorandum of Attorney's Fees	5.21.20	21	TJA003462-003608
Petitioners' Verified Memorandum of Costs and Disbursements	4.2.20	14	TJA002293-002409
Pre-Trial Order Regarding Trial Scheduled	1.22.19	5	TJA000949-000953
Reply in Support of Motion for Attorney's Fees and Costs	5.1.20	18	TJA003114-003126
Reply in Support of Motion for Order Awarding Costs and Attorneys' Fees for Todd Jaksick, Individually, Duck Lake Ranch, LLC and Incline TSS, Ltd.	4.1.19	7	TJA001176-001185
Reply in Support of Motion to Alter or Amend Judgment	5.19.20	19	TJA003366-003372
Reply in Support of Motion to Strike Verified Memorandum of Costs	4.13.20	17	TJA002834-002841
Reply in Support of Motion to Strike Wendy's Supplemental Motion in Support of Award of Attorney's Fees to Wendy Jaksick's Attorneys	6.8.20	21	TJA003628-003634
Reply in Support of Todd B. Jaksick's, Individually, Motion to	5.19.20	20	TJA003382-003452

Amend the Judgment			
Reply to Opposition to Motion for Order Awarding Costs and Attorney's Fees for Todd Jaksick, Individually, For Trial on Equitable Claims	5.1.20	18	TJA003131-003147
Reply to Wendy Jaksick's Amended Opposition and Motion to Strike Stanley Jaksick's Verified Memorandum of Attorney's Fees as Co-Trustee of the Family Trust	5.13.20	19	TJA003345-003348
Request for Submission	4.13.20	17	TJA002842-002845
Request for Submission	4.22.20	17	TJA002911-002913
Request for Submission	5.1.20	18	TJA003127-003130
Request for Submission	5.1.20	18	TJA003148-003151
Request for Submission	5.18.20	19	TJA003358-003365
Request for Submission	5.19.20	19	TJA003373-003376
Request for Submission	5.19.20	20	TJA003453-003456
Request for Submission	6.8.20	21	TJA003635-003638
Request for Submission of Motion for Order Awarding Costs and Attorneys' Fees	4.1.19	7	TJA001186-001189
Request for Submission of Wendy A. Jaksick's Motion for Leave to Join Indispensable Parties	12.18.18	5	TJA000934-000936

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

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

Relief			
Todd B. Jaksick's Answer and Objections to First Amended Counter-Petition to Surcharge Trustees for Breach of Fiduciary Duties, For Removal of Trustees and Appointment of Independent Trustee(s) and For Declaratory Judgment and Other Relief	4.9.18	4	TJA000767-000779
Todd B. Jaksick's Closing Argument Brief	7.1.19	7	TJA001282-001362
Todd B. Jaksick's Closing Argument Brief	7.31.19	9	TJA001536-001623
Todd B. Jaksick's Opposition to Wendy Jaksick's Motion to Alter or Amend Judgment, or, Alternatively, Motion for a New Trial	5.8.20	18	TJA003152-003189
Todd B. Jaksick's Opposition to Wendy Jaksick's Supplemental Motion in Support of Award of Attorney's Fees	5.21.20	21	TJA003609-003617
Todd B. Jaksick's, Individually, Opposition to Wendy Jaksick's Motion for Leave to Join Indispensable Parties	12.6.18	5	TJA000856-000872

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

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

Dated this 13th day of April, 2021.

ROBISON, SHARP, SULLIVAN & BRUST
A Professional Corporation
71 Washington Street
Reno, Nevada 89503

/s/ Therese M. Shanks, Esq.
KENT R. ROBISON (SBN #1167)
THERESE M. SHANKS (SBN #12890)
Attorneys for Appellant/Cross-Respondent
Todd B. Jaksick, in his individual capacity

CERTIFICATE OF SERVICE

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

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

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

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

Donald A. Lattin, Esq.
Carolyn K. Renner, Esq.
Maupin, Cox & LeGoy
4785 Caughlin Parkway
P. O. Box 30000
Reno, Nevada 89519
Email: dlattin@mcllawfirm.com / crenner@mcllawfirm.com
Attorneys for Appellants/Cross Respondents/Trustees
Todd B. Jaksick, Michael S. Kimmel, Kevin Riley

Phil Kreitlein, Esq.
Kreitlein Law Group
1575 Delucchi Lane, Suite 101
Reno, Nevada 89502
Email: philip@kreitleinlaw.com
Attorneys for Appellant/Cross Respondent Stanley S. Jaksick

Adam Hosmer-Henner, Esq.
McDonald Carano
100 West Liberty Street, 10th Floor
P.O. Box 2670
Reno, NV 89505
Email: ahosmerhenner@mcdonaldcarano.com
Attorneys for Appellant/Cross Respondent Stanley S. Jaksick

Mark J. Connot, Esq.
Fox Rothschild LLP
1980 Festival Plaza Drive, Suite 700
Las Vegas, Nevada 89135
Email: mconnot@foxrothschild.com
Attorney for Respondent/Cross Appellant Wendy A. Jaksick

R. Kevin Spencer, Esq. / Zachary E. Johnson, Esq.
Spencer & Johnson PLLC
500 N. Akard Street, Suite 2150
Dallas, Texas 75201
Email: kevin@dallasprobate.com / zach@dallasprobate.com
Attorneys for Respondent/Cross Appellant Wendy A. Jaksick

DATED this 13th day of April, 2021.

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

EXHIBIT 17

EXHIBIT 17

EXHIBIT 17

CREDITOR CLAIM

Wendy Ann Jaksick hereby submits this creditor claim against Samuel S. Jaksick, Jr. and The Samuel S. Jaksick, Jr. Family Trust in accordance with NRS 164.025. This claim is for the amount of \$231,432, plus interest, in accordance with the terms of that certain promissory note originally relating to the WAJS 1995 Life Insurance Trust. Further documentation in support of this claim will be provided upon request.

Dated: 10/21, 2013


Wendy Ann Jaksick

AMENDMENT TO UNSECURED PROMISSORY NOTE
(Samuel S. Jaksick, Jr.)

This Amendment to the Unsecured Promissory Note dated June 26, 2007, by and between Jackrabbit Properties LLC and the Wendy Ann Jaksick Smrt 1995 Life Insurance Trust is amended as follows:

RECITALS

A. WHEREAS, on or about June 26, 2007, Jackrabbit Properties LLC ("Jackrabbit") executed a promissory note with the Wendy Ann Jaksick Smrt 1995 Life Insurance Trust ("Trust") in the principal amount of \$231,432.07, with an annual payment of \$11,571.60 and a maturity date of December 31, 2017 ("Note").

B. WHEREAS, on or about June 10, 2008, Jackrabbit assigned all of its obligations under the Note to Samuel S. Jaksick, Jr. ("Assignee") and the Assignee assumed any and all obligation under the Note pursuant to the assignment.

C. WHEREAS, Jackrabbit made the first interest only installment in the sum of \$6,023.00 (i.e. pro rata payment), and the Assignee made the subsequent annual payment in the sum of \$11,571.60 on or about December 31, 2008 and the third interest only installment in the same amount on or about December 31, 2009.

D. WHEREAS, Assignee was unable to make the annual payment amount in the sum of \$11,571.60 on December 31, 2010, and as a result, Assignee has requested the trustee of the Trust to amend the Note to defer the interest only payment due each year on December 31st for three (3) consecutive years.

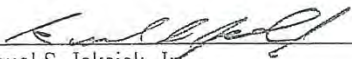
E. WHEREAS, Assignee has also requested the trustee of the Trust extend the maturity date of December 31st to 2017.

F. WHEREAS, the trustee agrees to allow the Assignee to defer the annual payment amount for three (3) years and extend the maturity date from December 31, 2017, to December 31, 2020.

NOW, THEREFORE, the unsecured promissory note is amended as follows:

1. The annual payment amount as defined in the Note which was due on December 31, 2010, and will become due on December 31, 2011, and December 31, 2012, are deferred until December 31, 2013, with the understanding the Assignee will begin making the annual payment amount on December 31, 2013 and that the maturity date of the Note shall also be extended three (3) years until December 31, 2020.


2. The parties agree that the Note shall continue to accrue interest at 5% per annum including interest on the deferred annual payment amount which will be adjusted and paid in full when the Note becomes due on the maturity date of December 31, 2020



Samuel S. Jaksick, Jr.
Date: 7/26, 2011

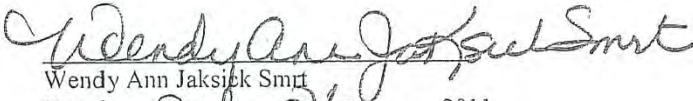
Trustee:

Premier Trust for the Wendy Ann Jaksick Smrt 1995 Life Insurance Trust

By:  **MARK DRESCHLER**
Name: _____ **PRESIDENT**
Title: _____
Date: 8-3, 2011

CONSENT

I, Wendy Ann Jaksick Smrt, consent to the Amendment to the Wendy Ann Jaksick Smrt 1995 Life Insurance Trust Promissory Note to change the payment amount and to extend the maturity date to December 31, 2020.


Wendy Ann Jaksick Smrt
Dated: July 26, 2011

Assignment, Assumption Agreement and Consent to Assignment

This Assignment, Assumption and Consent to Assignment Agreement is made on June 10, 2008 (hereinafter "**Assignment**"), between Jackrabbit Properties LLC, a Nevada limited liability company ("**Assignor**") and Samuel S. Jaksick, Jr., individually "**Assignee**") as follows:

Recitals:

A. On June 26, 2007, Assignor executed three (3) promissory notes ("**Notes**") with each of the Todd Bruce Jaksick, Stanley S. Jaksick and Wendy Ann Jaksick Smrt 1995 Life Insurance Trusts ("**Trusts**") each in the principal amount of Two Thousand Thirty One Thousand Four Hundred Thirty Two Dollars (\$231,432.00) a copy of which is attached as **Exhibit A**.

B. Assignee is a member in the Assignor and Assignee has agreed to assume the responsibility for any and all obligations and liabilities including, without limitation, Assignor's performance of said Notes described below.

D. Assignor has no objection to such assignment so long as the transfer and assignment is subject to the conditions and terms of this Agreement.

Now, therefore, for valuable consideration, the parties agree as follows:

1. **Effective Date.** The effective date of this Assignment shall be June 10, 2008.

2. **Agreements Assigned.** Assignor assigns and otherwise transfers its rights, title and interest without recourse to and Assignee assumes all such obligations thereunder, in certain Notes attached as **Exhibit A** and incorporated herein by reference from the following lenders:

1. Todd Bruce Jaksick 1995 Life Insurance Trust
2. Stanley S. Jaksick 1995 Life Insurance Trust
3. Wendy Ann Jaksick Smrt 1995 Life Insurance Trust

2. **Continued Liability.** The assignment and transfer hereunder shall operate as a novation and Assignor shall not be responsible for any and all obligations under the Agreements irrespective of any dispute or litigation surrounding or relating to this Assignment or any other agreements concerning the Assignment.

3. **Assumption of Liability.** Assignee hereby agrees to unconditionally assume any and all obligations under the Notes, whether implied or express, or which may arise directly or indirectly from the Notes or this Assignment and Assignee also agrees to be unconditionally responsible for all such obligations and liabilities, costs and expenses arising before or after the Assignment, irrespective of whether Assignee or any of its shareholders, officers, directors, assignees or affiliates may have a dispute, claim or cause of action against Assignor by virtue of the Assignment or any other agreements. Payments due under and any and all other obligations arising under the Notes shall be observed and Assignee expressly acknowledges that there are no facts or circumstances which would preclude Assignee, its shareholders, officers, directors, affiliates, successors or assigns from performing its obligations under the Notes.

4. **As-Is.** Assignor hereby expressly disclaims any and all representations and warranties with respect to the Assignment and Assignee shall be responsible for any warranties, representations, covenants and obligations or any defaults under the Notes which may have accrued prior to the date of the Assignment. Assignee, its affiliates, shareholders, officers and directors agree this Assignment is without recourse and should there be any breach or default or liability arising under the Notes that their sole recourse shall be against the party to said Notes and not Assignor.

5. **Assignee's Organization; Authority.** Assignee has all requisite power and authority necessary to enter into this Assignment and the Notes and to perform its obligations thereunder. The execution and delivery of this Assignment and Notes and the performance of its respective obligations under the Assignment and Notes have been duly authorized by all necessary action. The Assignment constitutes a legal, valid and binding obligation of Assignee and are enforceable in accordance with their terms.

6. **Assignee Financial Status.** Assignee has the financial capability of performing its obligations under this Assignment and Agreement and there are no agreements, written or otherwise, liens, encumbrances, adverse claims or liabilities of any nature whatsoever, whether accrued, absolute, contingent or otherwise, which would preclude or impair Assignee from executing and performing its obligations hereunder. No consent, approval, order or authorization of or registration or filing with any governmental authority or other person on the part of any company is required in connection with the execution or delivery of, or the performance of Assignee's obligations under this Assignment or the consummation of any transaction contemplated thereby.

7. **Obligations and Performance.** This Assignment is made for the purpose of Assignee unconditionally assuming (a) the payment of all obligations of Assignor under the Notes, including indebtedness therein and any and all renewals, extensions, substitutions or modifications thereof; and (b) the performance of and compliance with all of the terms, covenants and conditions set forth herein or in the Notes and any other documents or other agreements, now or thereafter executed by Assignee that recites that performance of the obligations thereunder.

8. **Assignor Remedies.** Assignor may exercise any right or remedy it may have by law or equity if Assignee fails to perform the terms of this Assignment and/or Notes. Assignor may exercise its rights under this Assignment independently of any other collateral or guaranty that Assignee may have granted or provided to Assignor in order to secure payment and performance of the Assignment. The remedies granted herein shall be cumulative and the exercise of any one remedy shall not preclude the exercise of any other pursuant to this Assignment shall not operate to release Assignee with respect to the Assignment.

9. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of parties and their successors and assigns.

10. **Attorney's Fees.** The prevailing party shall be entitled to reasonable attorneys' fees, charges and expenses and all other costs and expenses which may be incurred in the enforcement of this Agreement.

11. **Consent to Jurisdiction and Forum Selection.** The parties hereto agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State and Federal courts located in the County of Washoe, State of Nevada. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the

possibility of litigation between the parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph and stipulates that the State and Federal courts located in the County of Washoe, State of Nevada, shall have in personam jurisdiction and venue over each of them for the purpose of litigating any dispute, controversy or proceeding arising out of or related to this Agreement. Each party hereby authorizes and accepts service of process sufficient for personal jurisdiction in any action against it as contemplated by this paragraph by registered or certified mail, return receipt requested, postage prepaid, to its address for the giving of notices as set forth in this Agreement, or in the manner set forth in this Agreement for the giving of notice. Any final judgment rendered against a party in any action or proceeding shall be conclusive as to the subject of such final judgment and may be enforced in other jurisdictions in any manner provided by law.

12. **Severability.** If any term or provision of this Agreement is determined to be illegal, unenforceable or invalid in whole or in part for any reason, such illegal, unenforceable or invalid provisions or part thereof shall be stricken from this Agreement and such provision shall not affect the legality, enforceability or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this Section, then this stricken provision shall be replaced, to the extent possible, with a legal, enforceable and valid provision that is as similar in tenor to the stricken provision as is legally possible.

13. **Third Party Beneficiaries.** This Agreement has been made and is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement.

14. **Further Assurances.** Assignee acknowledges and agrees that additional permits, approvals or other documents may be required to be assigned by Assignor or its' successors and assigns hereunder and Assignee shall execute such consents, agreements and other instruments as shall be reasonably requested by Assignor for such purposes.

15. **Assignment.** The Agreements may not be assigned by Assignee without written consent by Assignor. The term "assignment" as used in this paragraph shall include a change of stock ownership of twenty-five percent (25%) or more in Assignee or a sale or transfer of twenty-five percent (25%) or more of its assets.

16. **Entire Agreement.** This Agreement contains the entire agreement of Assignee and Assignor regarding the subject matter hereof and may not be modified or any provision hereof waived except in a writing signed by Assignee and Assignor.

17. **Conflicting Provisions.** In the event there is a conflict between the terms and provisions of this Assignment, the Notes or any other agreements, including any agreements, the terms and conditions of this Assignment shall control.


18. **Waiver by Accepting Varied Performance.** No waiver of any provision or consent to any action shall constitute a waiver of any other provision or consent to any other action, whether or not similar. No waiver or consent shall constitute a continuing waiver or consent or commit a party to

provide a waiver in the future except to the extent specifically set forth in writing. Any waiver given by a party shall be null and void if the party requesting such waiver has not provided a full and complete disclosure of all material facts relevant to the waiver requested.

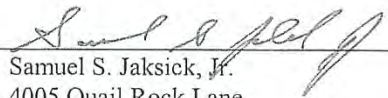
19. **Notices.** Any notice that may or must be given by either party under this Assignment will be delivered (i) personally, (ii) by certified mail, return receipt requested, or (iii) by a nationally recognized overnight courier, addressed to the party to whom it is intended. Any notice given to Assignor or Assignee shall be sent to the respective address set forth on the signature page below, or to such other address as that party may designate for service of notice by a notice given in accordance with the provisions of this Section. A notice sent pursuant to the terms of this Section shall be deemed delivered (A) when delivery is attempted, if delivered personally, (B) three (3) business days after deposit into the United States mail, or (C) the day following deposit with a nationally recognized overnight courier.

In witness whereof, the parties have executed this Assignment as of the date first above written.

Assignor: Jackrabbit Properties, LLC


By 
Name: Todd Jaksick
Its Manager
Address: 18124 Wedge Parkway #530
Reno, Nevada 89511

Assignee:


By 
Name: Samuel S. Jaksick, Jr.
Address: 4005 Quail Rock Lane
Reno, Nevada 89511

The undersigned hereby agrees to and consent the foregoing Assignment:

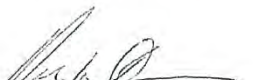
Premier Trust; Trustee for the Todd Bruce
Jaksick 1995 Life Insurance Trust

By: 
Name: MARK DRESCHLER
Its: PRESIDENT
Address: 2700 W. Sahara Suite 300
Las Vegas, Nevada 89102

Premier Trust; Trustee for the Stanley S.
Jaksick 1995 Life Insurance Trust

By: 
Name: MARK DRESCHLER
Its: PRESIDENT
Address: 2700 W. Sahara Suite 300
Las Vegas, Nevada 89102

Premier Trust; Trustee for the Wendy Ann
Jaksick Smrt 1995 Life Insurance Trust

By: 
Name: MARK DRESCHLER
Its: PRESIDENT
Address: 2700 W. Sahara Suite 300
Las Vegas, Nevada 89102

UNSECURED PROMISSORY NOTE

1. **Fundamental Provisions.** The following terms will be used as defined in this Note:

Date of this Note: June 22, 2007

Borrower: Jackrabbit Properties, LLC
4005 Quail Rock Lane
Reno, Nevada 89511

Lender: Wendy Ann Jaksick Smrt 1995 Life Insurance Trust
4005 Quail Rock Lane
Reno, Nevada 89511

Principal Amount: \$231,432.07

Interest Rate: 5% per annum.

Default Rate: 12%

Annual Payment Amount: \$11,571.60

Maturity Date: December 31, 2017

Prepayment Charge: Borrower may prepay this Note in whole or in part at any time without penalty or premium.

2. **Promise to Pay.** For good and valuable consideration, Borrower promises to pay to Lender the Annual Payment Amount representing interest only payments at the Interest Rate from the Date of this Note (above) on the outstanding Principal Amount or at the Default Rate as hereinafter provided, until paid, in accordance with the terms contained herein. Interest shall be computed on the basis of a 365-day year.

3. **Payment Schedule.** Borrower shall pay the first interest only installment in the sum of Six Thousand Twenty Three Dollars (\$6,023.00) on the thirty-first (31st) day of December, 2007. Thereafter, Borrower shall pay interest only annual installments equal to the Annual Payment Amount on the thirty-first (31st) day of December of each calendar year during the term of this Note and continuing thereafter until the Maturity Date, at which time the entire remaining balance of principal and accrued interest, if any, shall be due and payable.

4. **Place and Manner of Payment.** All payments shall be made to Lender at the address given above, or at such other place as the holder of this Note may from time to time designate. All payments shall be made in lawful money of the United States.

5. **Late Charges.** If Borrower fails to make any payment of principal or interest within ten (10) days after the date on which the same is due and payable, a late charge constituting damages shall be immediately due and payable. Borrower agrees that the late charge for any such payment described above that is not paid within ten (10) days after the date when due shall be an amount equal to five cents (\$.05) for each dollar (\$1.00) of each payment which becomes so delinquent, as liquidated damages to the Lender of this Note, which sum shall be immediately due and payable.

6. **Default Interest Rate.** Commencing on the occurrence of an Event of Default followed by the acceleration of this Note, and continuing thereafter until this Note has been paid in full, all amounts due and owing under this Note, excluding interest, shall bear interest at the Default Rate. The provisions of this Paragraph shall not limit the Lender's right to compel prompt performance hereunder.

7. **Prepayments.** The Principal Amount of this Note may be prepaid in whole or in part before due without penalty or premium.

8. **Event of Default.** An "Event of Default" shall occur hereunder if:

- (a) Borrower fails to pay when due, any sum payable under this Note which remains uncured after written notice of default for a period of ten (10) days; or
- (b) Borrower fails to perform any obligation or commits a breach of any agreement set forth in this Note which remains uncured after written notice of default for a period of thirty (30) days.

9. **Acceleration.** Upon the occurrence of an Event of Default, the entire sum of principal, interest, and all other charges due under this Note, shall become immediately due and payable after Lender's prior written notice to Borrower and failure to cure as described in Section 8.

10. **Attorneys' Fees.** If Lender refers this Note to an attorney to enforce or defend any provision hereof, or as a consequence of any Event of Default hereunder, with or without the filing of any legal action or proceeding, Borrower shall pay to Lender upon demand the amount of all reasonable attorneys' fees and costs incurred by Lender in connection therewith, together with interest thereon from the date of demand at the rate applicable to the principal balance of this Note.

11. **No Waiver.** No delay or omission of Lender in exercising any right or power arising in connection with any Event of Default shall be construed as a waiver or as an acquiescence therein, nor shall any single or partial exercise thereof preclude any further exercise thereof. Lender may, at its option, waive any of the conditions herein and no such waiver shall be deemed to be a waiver of Lender's rights hereunder, but rather shall be deemed to have been made in pursuance of this Note and not in modification thereof. No waiver of any Event of Default shall be construed to be a waiver of or acquiescence in or consent to any preceding or subsequent Event of Default.

12. **Waiver of Notices.** Borrower, all endorsers, all guarantors and all persons liable or to become liable on this Note waive presentment, protest, demand, notice of protest, dishonor or non-payment of this Note.

13. **Usury.** All agreements between Borrower and the Lender or holder of this Note are expressly limited, so that in no event or contingency whatsoever, whether by reason of the advancement of the proceeds of this Note, acceleration of maturity of the unpaid principal balance, or otherwise, shall the amount paid or agreed to be paid to the holder of this Note for the use forbearance or detention of the money to be advanced under this Note exceed the highest lawful rate permissible under applicable usury laws. If, under any circumstances whatsoever, fulfillment of any provision of this Note or any other agreement pertaining to it, after timely performance of such provision is due, shall involve transcending the limit of validity prescribed by law which a court of competent jurisdiction deems applicable, then, ipso facto, the obligations to be fulfilled shall be reduced to the limit of such validity, and if, under any circumstances whatsoever, the holder shall ever receive as interest an amount that exceeds the highest lawful rate, the amount that would be excessive interest shall be applied to the reduction of the unpaid principal balance under this Note and not to the payment of

interest, or, if such excessive interest exceeds the unpaid balance of principal under this Note, such excess shall be refunded to Borrower. This provision shall control every other provision of all agreements between Borrower and Lender.

14. Miscellaneous Provisions.

14.1. Notices. Any notices, demands or other communications required or permitted to be given by any provision of this Note shall be given in writing, delivered personally or sent by certified or registered mail, postage prepaid and return receipt requested, addressed as follows:

To Borrower: Jackrabbit Properties, LLC
4005 Quail Rock Lane
Reno, Nevada 89511

To Lender: Wendy Ann Jaksick Smrt 1995 Life Insurance Trust
Mark Dreschler, Trustee
Premier Trust
2700 W. Sahara Suite 300
Las Vegas, Nevada 89102

or to such other addresses as any party may hereafter or from time to time designate by written notice to the other parties given in accordance herewith. Notice shall be considered given when personally delivered or mailed, or shall be considered received on the earlier of the day on which such notice is actually received by the party to whom it is addressed or the fifth (5th) day after such notice is given.

14.2. Governing Law. As an additional consideration for the extension of credit, Borrower and each endorser, surety, guarantor and any other person who may become liable for all or any part of this obligation understand and agree that the loan evidenced by this Note is made in the State of Nevada and the provisions hereof will be construed in accordance with the laws of the State of Nevada; and such parties further agree that in the event of default, this Note may be enforced in any court of competent jurisdiction in the State of Nevada and they do hereby submit to the jurisdiction of such court, regardless of their residence or where this Note or any endorsement hereof may be executed.

14.3. Assignability; Binding Effect. The term "Borrower" as used herein shall include the original Borrower of this Note and any party who may subsequently become liable for the payment hereof as an assignee with the consent of Lender, provided that Lender may, at its option, consider the original Borrower of this Note alone as Borrower unless Lender has consented in writing to the substitution of another party as Borrower. Lender shall not assign its interest in this Note to any other party without the prior written consent of Borrower (such consent not to be unreasonably withheld).

14.4. Severability. Invalidation of any of the provisions of this Note or of any paragraph, sentence, clause, phrase or work herein, or the application thereof in any given circumstance, shall not affect the validity of the remainder of this Note.

14.5. Time of the Essence. Time is of the essence for the performance of each and every obligation of Borrower hereunder.

IN WITNESS WHEREOF, Borrower has executed this Note on the date of this Note.

Borrower: Jackrabbit Properties, LLC

By: Todd Jak
Name: Todd Jakrick
Its: managing member

EXHIBIT 18

EXHIBIT 18

EXHIBIT 18

PROMISSORY NOTE

\$59,983.29

Reno, Nevada

For valuable consideration, Wendy Ann Jaksick Smrt ("Payor") hereby promises to pay to the order of Todd B. Jaksick and Stanley S. Jaksick, as Co-Trustees under The Samuel S. Jaksick, Jr. Family Trust Agreement (As Restated) ("Payee"), at such place as the Payee shall designate in writing, the principal sum of \$59,983.29, together with interest at the rate of 0.40% per annum (the "Interest Rate") on the declining principal balance from the date hereof.

Principal and interest are payable as follows:

1. The initial interest only payment is due and payable twelve (12) months from the date hereof. Thereafter, regular annual payments of interest only accruing on the entire unpaid principal balance at the Interest Rate are due and payable on the same day of each succeeding calendar year thereafter until the entire balance of principal and interest has been paid in full.
2. The entire unpaid principal balance and accrued interest shall be due and payable on or before the third (3rd) anniversary from the date hereof, or upon an allocation and distribution from The Samuel S. Jaksick Jr. Family Trust to the Wendy Ann Jaksick Smrt Trust to be established pursuant to The Samuel S. Jaksick, Jr. Family Trust Agreement (As Restated), as amended, whichever shall first occur (the "Maturity Date").
3. Each payment under this Promissory Note shall be credited first to accrued interest then due, with the remainder, if any, credited against principal, and interest shall no longer accrue upon the principal so credited.
4. Payor may prepay this Promissory Note in whole or in part without premium or penalty. Prepayments will not, unless otherwise agreed upon by Payee in writing, relieve Payor of Payor's obligation to continue to make the annual payments of accrued interest. Rather, prepayments will reduce the principal balance due on the Maturity Date.

This Promissory Note is unsecured.

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

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

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

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

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

Dated: 11/25/, 2014.


Wendy Ann Jaksick Smrt

4005 Quail Rock Lane
Reno, Nevada 89511

PROMISSORY NOTE

\$26,539.00

Reno, Nevada

For valuable consideration, Wendy Ann Jaksick Smrt ("Payor") hereby promises to pay to the order of the Jaksick Family LLC, a Nevada limited liability company ("Payee"), at such place as the Payee shall designate in writing, the principal sum of \$26,539.00, together with interest at the rate of 0.40% per annum (the "Interest Rate") on the declining principal balance from the date hereof.

Principal and interest are payable as follows:

1. The initial interest only payment is due and payable twelve (12) months from the date hereof. Thereafter, regular annual payments of interest only accruing on the entire unpaid principal balance at the Interest Rate are due and payable on the same day of each succeeding calendar year thereafter until the entire balance of principal and interest has been paid in full.
2. The entire unpaid principal balance and accrued interest shall be due and payable on the third (3rd) anniversary from the date hereof (the "Maturity Date").
3. Each payment under this Promissory Note shall be credited first to accrued interest then due, with the remainder, if any, credited against principal, and interest shall no longer accrue upon the principal so credited.
4. Payor may prepay this Promissory Note in whole or in part without premium or penalty. Prepayments will not, unless otherwise agreed upon by Payee in writing, relieve Payor of Payor's obligation to continue to make the annual payments of accrued interest. Rather, prepayments will reduce the principal balance due on the Maturity Date.

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

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


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

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

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

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

Dated: 11/25, 2014.


Wendy Ann Jaksick Smrt

4005 Quail Rock Lane
Reno, Nevada 89511

SECURITY AGREEMENT

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

I.

CREATION OF SECURITY INTEREST

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

II.

OBLIGATIONS SECURED

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

A. Payment of the indebtedness evidenced by a Promissory Note executed by Debtor, payable to the order of Secured Party, in the principal amount of \$26,539.00, bearing interest on the declining principal balance at the rate of 0.40% per annum.

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

III.

DESCRIPTION OF COLLATERAL

The collateral of this Security Agreement consists of the Debtor's interest in that certain Unsecured Promissory Note dated June 26, 2007, by and between Jackrabbit Properties LLC, as "Borrower," and the Wendy Ann Jaksick Smrt 1995 Life Insurance Trust, as "Lender," as assigned by the Borrower thereto, and as amended by that certain Amendment To Unsecured Promissory Note (Samuel S. Jaksick, Jr.) dated August 3, 2011, together with the proceeds, accessions, substitutions, and replacements thereof.

IV.

CLASSIFICATION OF COLLATERAL

Debtor acknowledges that, at the time the security interest attaches, the collateral consists of an "Instrument" as that term is defined in Section 104.91201(1)(tt) of the Nevada Revised Statutes.

V.
PERFECTION OF SECURITY INTEREST

In order to perfect the security interest provided Secured Party in the collateral referred to in paragraph III. above, Debtor shall deliver possession of the original instrument, along with all amendments and assignments, to Secured Party, who shall retain possession of the instruments until all obligations secured by this Security Agreement are satisfied in full.

VI.
RIGHTS TO COLLATERAL

All the incidents of ownership of the collateral pledged by Debtor shall, so long as there exists no default under the terms of this Security Agreement, remain with and be exercisable by Debtor. On any default under the terms of this Security Agreement, including default on the obligations secured by this Security Agreement, Secured Party shall obtain all rights incident to the collateral and shall be entitled to receive any payments paid on the collateral and apply the same toward the obligations secured by this Security Agreement pending and in addition to the exercise by the Secured Party of any remedies provided to Secured Party under the terms of this Security Agreement or the obligations secured by this Security Agreement.

VII.
TAXES, ASSESSMENTS, AND LIENS

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

VIII.
DEFINITION OF DEFAULT

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

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

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

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

IX.
ACCELERATION

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

X.
SECURED PARTY'S RIGHTS AND REMEDIES

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

B. On default by Debtor, Secured Party may exercise the rights of enforcement contained in the Uniform Commercial Code in effect in the State of Nevada on the date of the default.

XI.
RIGHTS AND REMEDIES OF DEBTOR

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

XII.
WAIVER OF NOTICE

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

XIII.
EXECUTION OF DOCUMENTS

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

XIV.
MISCELLANEOUS

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

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

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

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

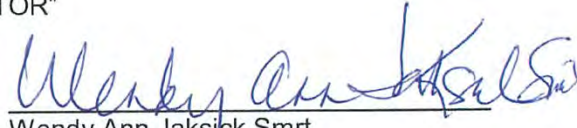
E. Gender and Number. As used in this Security Agreement, the masculine, feminine, or neuter gender, and the singular or plural number, shall each be considered to include the others whenever the context so indicates.

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

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

Dated: 1/25, 2014.

"DEBTOR"


Wendy Ann Jaksick Smrt

4005 Quail Rock Lane
Reno, Nevada 89511

"SECURED PARTY"

THE SAMUEL S. JAKSICK, JR. FAMILY TRUST


By 
Todd B. Jaksick, Co-Trustee

By 
Stanley S. Jaksick, Co-Trustee

500 Damonte Ranch Parkway, Suite 980
Reno, Nevada 89521

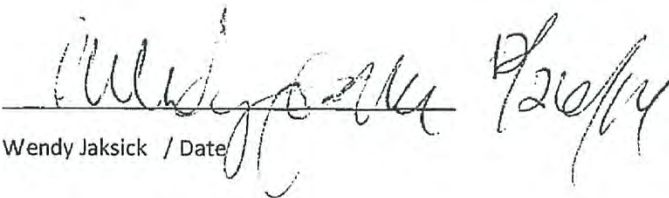
Date: December 11, 2014

I, Wendy Jaksick, received the sum amount of thirty-nine hundred dollars (\$3,900.00) from the Jaksick Family LLC. I agree that this advance is in addition and subject to the Terms and Conditions of the existing loan agreement dated November 25, 2014 between me and the Jaksick Family LLC (\$26,539.00).


Wendy Jaksick / Date

Date: December 26, 2014

I, Wendy Jaksick, received the sum amount of thirty-nine hundred dollars (\$2,650.00) from the Jaksick Family LLC. I agree that this advance is in addition and subject to the Terms and Conditions of the existing loan agreement dated November 25, 2014 between me and the Jaksick Family LLC (\$26,539.00).


Wendy Jaksick / Date

Date: January 8, 2014⁵

I, Wendy Jaksick, received the sum amount of twenty-six hundred fifty dollars (\$2,650.00) from the Jaksick Family LLC. I agree that this advance is in addition and subject to the Terms and Conditions of the existing loan agreement dated November 25, 2014 between me and the Jaksick Family LLC (\$26,539.00).

Wendy Jaksick 1/9/15
Wendy Jaksick / Date

JAKSICK FAMILY LLC

9017

011515

1/7/15

2,650.00

2,650.00

1/7/15

9017

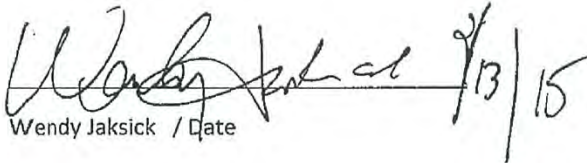
WENDY JAKSICK

\$2,650.00

LMP08 M/P CHECK

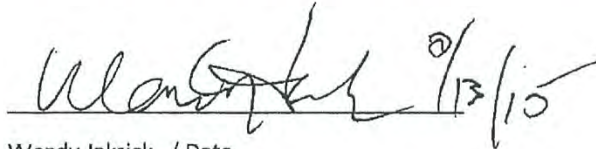
Date: January 20, 2015

I, Wendy Jaksick, received the sum amount of twenty-six hundred fifty dollars (\$2,650.00) from the Jaksick Family LLC. \$2,620 was written in a check to me and \$30 was written in a check to Stan in error; which Stan paid me back for! I agree that this advance is in addition and subject to the Terms and Conditions of the existing loan agreement dated November 25, 2014 between me and the Jaksick Family LLC (\$26,539.00).


Wendy Jaksick / Date

Date: February 12, 2015

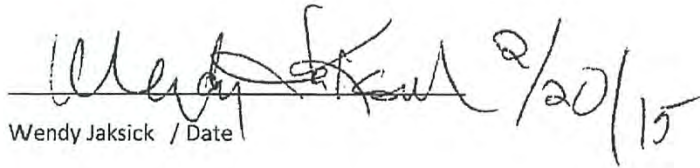
I, Wendy Jaksick, received the sum amount of sixteen hundred fifty dollars (\$1,650.00) from the Jaksick Family LLC. \$1,000 was received at an earlier date directly from Lakeridge Golf Course. I agree that this advance is in addition and subject to the Terms and Conditions of the existing loan agreement dated November 25, 2014 between me and the Jaksick Family LLC (\$26,539.00).

A handwritten signature, likely of Wendy Jaksick, is written over a horizontal line. To the right of the signature, the date "2/13/15" is handwritten.

Wendy Jaksick / Date

Date: February 20, 2015

I, Wendy Jaksick, received the sum amount of twenty six hundred fifty dollars (\$2,650.00) from the Jaksick Family LLC. I agree that this advance is in addition and subject to the Terms and Conditions of the existing loan agreement dated November 25, 2014 between me and the Jaksick Family LLC (\$26,539.00).

 2/20/15
Wendy Jaksick / Date

Date: March 4, 2015

I, Wendy Jaksick, received the sum amount of seventeen hundred seventy five dollars (\$1,775.00) from the Jaksick Family LLC. I agree that this advance is in addition and subject to the Terms and Conditions of the existing loan agreement dated November 25, 2014 between me and the Jaksick Family LLC (\$26,539.00).


Wendy Jaksick / Date 3/4/15

JAKSICK FAMILY LLC

OFFICE COPY

9022

reimb.030415

3/4/15

1,775.00

1,775.00

3/4/15

9022

WENDY JAKSICK

\$1,775.00

LMP98 M/P CHECK

Date: March 10, 2015

I, Wendy Jaksick, received the sum amount of twenty six hundred fifty dollars (\$2,650.00) from the Jaksick Family LLC. I agree that this advance is in addition and subject to the Terms and Conditions of the existing loan agreement dated November 25, 2014 between me and the Jaksick Family LLC (\$26,539.00).

 2/10/15
Wendy Jaksick / Date

Date: March 23, 2015

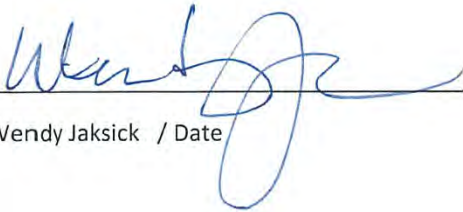
I, Wendy Jaksick, received the sum amount of twenty six hundred fifty dollars (\$2,650.00) from the Jaksick Family LLC. I agree that this advance is in addition and subject to the Terms and Conditions of the existing loan agreement dated November 25, 2014 between me and the Jaksick Family LLC (\$26,539.00).

A handwritten signature in cursive script, reading "Wendy Jaksick", written over a horizontal line.

Wendy Jaksick / Date

Date: April 15, 2015

I, Wendy Jaksick, received the sum amount of twenty six hundred fifty dollars (\$2,650.00) from the Jaksick Family LLC. I agree that this advance is in addition and subject to the Terms and Conditions of the existing loan agreement dated November 25, 2014 between me and the Jaksick Family LLC (\$26,539.00).



Wendy Jaksick / Date

Date: May 13, 2015

I, Wendy Jaksick, received the following checks from the Jaksick Family LLC dated today:

Check #9031 - \$2,650.00 (payable to Wendy Jaksick)

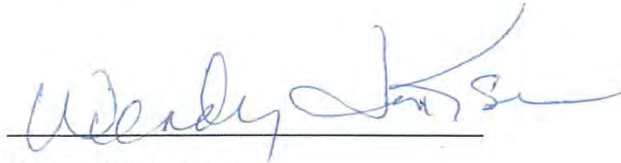
Check #9032 - \$800.00 (payable to Wendy Jaksick)

Check #9033 - \$970.00 (payable to Department of Motor Vehicles)

100 - I returned this one to office since I put in cash + need reimbursement receipt attached

In addition, Jaksick Family LLC issued a Cashier's Check for \$6,500 as security deposit as well as Check #9034 for \$13,946 paying 4 months rent and move in fee for 782 London Eye, Las Vegas on my behalf

I agree that these advances totaling \$24,866.00 are in addition and subject to the Terms and Conditions of the existing loan agreement dated November 25, 2014 between me and the Jaksick Family LLC (\$26,539.00).



Wendy Jaksick / Date

JAKSICK FAMILY LLC

9032

JAKSICK FAMILY LLC

9031

JAKSICK FAMILY LLC

9033

JAKSICK FAMILY LLC

9034

RENT JUN 15	5/13/15	3,000.00	3,000.00
RENT JUL 15	5/13/15	3,000.00	3,000.00
RENT AUG 15	5/13/15	3,000.00	3,000.00
RENT SEPT 15	5/13/15	3,000.00	3,000.00
ADMIN MOVE	5/13/15	200.00	200.00
RENT	5/13/15	1,746.00	1,746.00

5/13/15

9034

REAL PROPERTY MANAGEMENT LAS VEGAS

\$13,946.00

LMP98 M/P CHECK

TJA 000572

EXHIBIT 19

EXHIBIT 19

EXHIBIT 19

Note receivable Wendy Jaksick

DATE	YEAR	CHECK# / INVOICE #	PAYEE	DESCRIPTION/PURPOSE OF CHARGE TO WENDY	AMOUNT	AMOUNT PAID FROM SJ FAM TR	AMOUNT PAID FROM JAKSICK FAM LLC
7/17/2013	2013		Wendy Jaksick	Advance	1,000.00	1,000.00	
7/24/2013	2013		Wendy Jaksick	Advance	1,045.00	1,045.00	
8/2/2013	2013		Wendy Jaksick	Advance	1,600.00	1,600.00	
8/8/2013	2013		Wendy Jaksick	Advance	1,087.00	1,087.00	
8/14/2013	2013		Wendy Jaksick	Advance	180.00	180.00	
8/14/2013	2013		Wendy Jaksick	Advance	2,000.00	2,000.00	
8/21/2013	2013		Wendy Jaksick	Advance	1,500.00	1,500.00	
9/3/2013	2013		Wendy Jaksick	Advance	1,400.00	1,400.00	
9/3/2013	2013		Wendy Jaksick	Advance	1,600.00	1,600.00	
9/16/2013	2013		Wendy Jaksick	Advance	1,994.00	1,994.00	
10/1/2013	2013		Wendy Jaksick	Advance	1,630.00	1,630.00	
10/1/2013	2013		Wendy Jaksick	Advance	1,600.00	1,600.00	
10/15/2013	2013		Wendy Jaksick	Advance	2,579.00	2,579.00	
11/1/2013	2013		Wendy Jaksick	Advance	2,000.00	2,000.00	
11/8/2013	2013		Wendy Jaksick	Advance	2,075.00	2,075.00	
11/15/2013	2013		Wendy Jaksick	Advance	500.00	500.00	
12/2/2013	2013		Wendy Jaksick	Advance	2,000.00	2,000.00	
12/13/2013	2013		Wendy Jaksick	Advance	2,000.00	2,000.00	
12/31/2013	2013		Wendy Jaksick	Advance	1,473.00	1,473.00	
2013 Total					31,263.00	31,263.00	
1/15/2014	2014		Wendy Jaksick	Advance	1,168.00	1,168.00	
2/4/2014	2014		Wendy Jaksick	Advance	2,074.00	2,074.00	
2/27/2014	2014		Wendy Jaksick	Advance	2,096.00	2,096.00	
3/1/2014	2014		Samuel S Jaksick Jr Family Trust	Wendy Jaksick - March 2014 rental income	1,200.00	1,200.00	
3/19/2014	2014		Wendy Jaksick	Advance	1,450.00	1,450.00	
3/31/2014	2014		Wendy Jaksick	Advance	1,750.00	1,750.00	
3/31/2014	2014		Wendy Jaksick	Advance	250.00	250.00	
4/1/2014	2014		Samuel S Jaksick Jr Family Trust	Wendy Jaksick - April 2014 rental income	1,454.32	1,454.32	
4/1/2014	2014		Samuel S Jaksick Jr Family Trust	Wendy Jaksick - May 2014 rental income	1,577.65	1,577.65	
5/1/2014	2014		Wendy Jaksick	Advance	1,500.00	1,500.00	
5/15/2014	2014		Wendy Jaksick	Advance	1,500.00	1,500.00	
5/30/14	2014	8001	STAN JAKSICK	STAN JAKSICK - cash to wendy	600.00	600.00	
5/30/14	2014	8002	Wendy Jaksick	Advance	1,500.00	1,500.00	
6/1/2014	2014		Samuel S Jaksick Jr Family Trust	Wendy Jaksick - June 2014 rental income	1,987.74	1,987.74	
6/13/14	2014	8003	Wendy Jaksick	Advance	1,500.00	1,500.00	
6/25/14	2014		BANK OF AMERICA CC REIMBURSE	WENDY TRIP TO TEXAS WITH LUKE VIA BOFA CC			
7/1/2014	2014		Samuel S Jaksick Jr Family Trust	Wendy Jaksick - July 2014 rental income	1,414.00	1,414.00	
7/1/14	2014	8006	Wendy Jaksick	Advance	2,357.06	2,357.06	
7/15/14	2014	071514	Wendy Jaksick	Advance	1,500.00	1,500.00	
7/18/14	2014	071814	Wendy Jaksick	Advance	1,500.00	1,500.00	
7/31/14	2014	080114	Wendy Jaksick	Advance	2,000.00	2,000.00	
8/1/2014	2014		Samuel S Jaksick Jr Family Trust	Wendy Jaksick - August 2014 rental income	2,135.47	2,135.47	
8/14/14	2014	081514	Wendy Jaksick	Advance	1,500.00	1,500.00	
9/1/2014	2014		Samuel S Jaksick Jr Family Trust	Wendy Jaksick - September 2014 rental income	2,150.00	2,150.00	
9/2/14	2014	090114	Wendy Jaksick	Advance	1,500.00	1,500.00	
9/23/14	2014	091514	Wendy Jaksick	Advance	1,500.00	1,500.00	
9/30/14	2014	093014	Wendy Jaksick	Advance	1,500.00	1,500.00	
10/1/2014	2014		Samuel S Jaksick Jr Family Trust	Wendy Jaksick - October 2014 rental income	1,847.05	1,847.05	
10/3/14	2014	100314	Wendy Jaksick	Advance	1,075.00	1,075.00	
10/16/14	2014	9009	Wendy Jaksick	Advance	2,650.00	2,650.00	
11/1/2014	2014		Samuel S Jaksick Jr Family Trust	Wendy Jaksick - November 2014 rental income	1,500.00	1,500.00	
11/1/14	2014	110114	Wendy Jaksick	Advance	2,650.00	2,650.00	

Note receivable Wendy Jaksick

DATE	YEAR	CHECK# / INVOICE #	PAYEE	DESCRIPTION/PURPOSE OF CHARGE TO WENDY	AMOUNT	AMOUNT PAID FROM SJ FAM TR	AMOUNT PAID FROM JAKSICK FAM LLC
11/13/14	2014	NOTEPYMT 111514	Wendy Jaksick	Advance	2,650.00		2,650.00
11/24/14	2014	113014-MINUSSTAN	WENDY JAKSICK	ADVANCE MINUS WHAT STAN PAID 5415 PERSONALLY	2,650.00		2,650.00
12/11/14	2014	121514	Wendy Jaksick	Advance	2,650.00		2,650.00
12/11/14	2014	121514 nmas	Wendy Jaksick	Advance	1,250.00		1,250.00
12/23/14	2014	122614	Wendy Jaksick	Advance	2,650.00		2,650.00
2014 Total					63,736.29	27,997.29	35,739.00
1/7/15	2015	011515	Wendy Jaksick	Advance	2,650.00		2,650.00
1/20/15	2015	wendyticket	STAN JAKSICK	STAN JAKSICK - stan paid for wendy's ticket	30.00		30.00
1/20/15	2015	ekford013115	Wendy Jaksick	Advance	2,620.00		2,620.00
2/12/15	2015	021515	Wendy Jaksick	Advance	1,650.00		1,650.00
2/20/15	2015	022815	Wendy Jaksick	Advance	2,650.00		2,650.00
3/4/15	2015	reimb.030415	Wendy Jaksick	Advance	1,775.00		1,775.00
3/10/15	2015	031515	Wendy Jaksick	Advance	2,650.00		2,650.00
3/17/15	2015	031715	Wendy Jaksick	Advance	300.00		300.00
3/23/15	2015	033115	Wendy Jaksick	Advance	2,650.00		2,650.00
4/3/15	2015	041515	Wendy Jaksick	Advance	1,800.00		1,800.00
4/15/15	2015	041515	Wendy Jaksick	Advance	2,650.00		2,650.00
4/23/15	2015	2189499-1149-7	WASTE MGMT OF NEVADA	QUAIL ROCK - WENDY UTILITIES	48.08		48.08
4/23/15	2015	043015	Wendy Jaksick	Advance	2,650.00		2,650.00
5/5/15	2015	WENDY - LV HOME	REAL PROPERTY MANAGEMENT LAS V	WENDY LV HOME DEPOSIT - CASHIERS CHECK REAL PROPERTY M	6,500.00		6,500.00
5/7/15	2015	2223681-1149-8	WASTE MGMT OF NEVADA	QUAIL ROCK - WENDY UTILITIES	72.13		72.13
5/13/15	2015	RENT JUN 15	REAL PROPERTY MANAGEMENT LAS V	AUTO PAY VIA INTERNET FOR WENDY'S RENT	3,000.00		3,000.00
5/13/15	2015	RENT JUL 15	REAL PROPERTY MANAGEMENT LAS V	AUTO PAY VIA INTERNET FOR WENDY'S RENT	3,000.00		3,000.00
5/13/15	2015	RENT AUG 15	REAL PROPERTY MANAGEMENT LAS V	AUTO PAY VIA INTERNET FOR WENDY'S RENT	3,000.00		3,000.00
5/13/15	2015	RENT SEPT 15	REAL PROPERTY MANAGEMENT LAS V	AUTO PAY VIA INTERNET FOR WENDY'S RENT	3,000.00		3,000.00
5/13/15	2015	ADMIN MOVE IN FEE	REAL PROPERTY MANAGEMENT LAS V	AUTO PAY VIA INTERNET FOR WENDY'S RENT	200.00		200.00
5/13/15	2015	RENT 051415-053115	REAL PROPERTY MANAGEMENT LAS V	AUTO PAY VIA INTERNET FOR WENDY'S RENT	1,746.00		1,746.00
5/13/15	2015	051515	Wendy Jaksick	Advance	2,650.00		2,650.00
5/13/15	2015	DEPOSITS	Wendy Jaksick	Advance	800.00		800.00
5/18/15	2015	9035	LUKE JAKSICK	DEPOSIT INTO LUKE'S PERSONAL BANK ACCOUNT FOR GORMAN	1,443.50		1,443.50
5/20/15	2015	052015	Wendy Jaksick	Advance	1,150.00		1,150.00
5/27/15	2015	053115	Wendy Jaksick	Advance	2,650.00		2,650.00
6/1/15	2015	2224992-1149-8	WASTE MGMT OF NEVADA	QUAIL ROCK - WENDY UTILITIES	94.71		94.71
6/3/15	2015	REIMBUNDSTOWENDY	STAN JAKSICK	STAN JAKSICK - stan cash to wendy	270.00		270.00
6/3/15	2015	extrastuff	Wendy Jaksick	Advance - additional for extra	1,500.00		1,500.00
6/10/15	2015	061515	Wendy Jaksick	Advance	2,650.00		2,650.00
6/22/15	2015	5-062-12629	FEDEX	FEDEX DOCUMENTS TO WENDY	31.31		31.31
6/22/15	2015	063015	Wendy Jaksick	Advance	2,650.00		2,650.00
7/7/15	2015	JULY GORMAN	LUKE JAKSICK	DEPOSIT INTO LUKE'S PERSONAL BANK ACCOUNT FOR GORMAN	2,650.00		2,650.00
7/12/15	2015	071815	TFC TUITION FINANCING	WENDY'S PARAMEDIC TRAINING - TFC TUITION FINANCING	1,500.00		1,500.00
7/13/15	2015	AUG FEES	LUKE JAKSICK	DEPOSIT INTO LUKE'S PERSONAL BANK ACCOUNT FOR GORMAN	841.66		841.66
7/13/15	2015	QUAIL DUMPSTER	WASTE MGMT OF NEVADA	DEPOSIT INTO LUKE'S PERSONAL BANK ACCOUNT FOR GORMAN	1,000.00		1,000.00
7/13/15	2015	071515	Wendy Jaksick	QUAIL ROCK - WENDY UTILITIES	186.69		186.69
7/13/15	2015	073115	Wendy Jaksick	Advance	2,150.00		2,150.00
8/12/15	2015	081815	TFC TUITION FINANCING	WENDY'S PARAMEDIC TRAINING - TFC TUITION FINANCING	2,150.00		2,150.00
8/13/15	2015	081515	Wendy Jaksick	Advance	831.66		831.66
8/31/15	2015	GORMAN 09 2015	LUKE JAKSICK	DEPOSIT INTO LUKE'S PERSONAL BANK ACCOUNT FOR GORMAN	2,340.00		2,340.00
8/31/15	2015	083115	Wendy Jaksick	Advance	1,270.00		1,270.00
9/14/15	2015	091515	Wendy Jaksick	Advance	2,340.00		2,340.00
9/15/15	2015	GORMAN 10 2015	LUKE JAKSICK	DEPOSIT INTO LUKE'S PERSONAL BANK ACCOUNT FOR GORMAN	2,340.00		2,340.00
9/22/15	2015	9063	LONGLEY CORNERS STORAGE	LONGLEY CORNERS - Receivable from Wendy	1,270.00		1,270.00
9/23/15	2015	092315 advance	Wendy Jaksick	Advance	1,225.00		1,225.00
9/28/15	2015	093015	Wendy Jaksick	Advance	400.00		400.00
							1,940.00

Note receivable Wendy Jaksick

DATE	YEAR	CHECK# / INVOICE #	PAYEE	DESCRIPTION/PURPOSE OF CHARGE TO WENDY	AMOUNT	AMOUNT PAID FROM SJ FAM TR	AMOUNT PAID FROM JAKSICK FAM LLC
10/13/15	2015	1001515	Wendy Jaksick	Advance	2,340.00		2,340.00
10/14/15	2015	WJ STORAGE	STAN JAKSICK	STAN JAKSICK - stan paid for wendy's truck/storage	122.10		122.10
10/16/15	2015	WENDY RENT	REAL PROPERTY MANAGEMENT LAS V	WENDY RENT - LAS VEGAS W/LATE FEES	3,330.00		3,330.00
10/20/15	2015	103115	Wendy Jaksick	Advance	2,340.00		2,340.00
10/21/15	2015	100515	TFC TUITION FINANCING	WENDY'S PARAMEDIC TRAINING - TFC TUITION FINANCING	841.66		841.66
11/1/15	2015	GORMAN NOV.15	LUKE JAKSICK	DEPOSIT INTO LUKE'S PERSONAL BANK ACCOUNT FOR GORMAN	1,270.00		1,270.00
11/1/15	2015	WENDY RENT	REAL PROPERTY MANAGEMENT LAS V	WENDY RENT - LAS VEGAS	3,000.00		3,000.00
11/12/15	2015	REIMB MXDG	MONTREUX DEVELOPMENT GROUP	REIMBURSE FOR MONIES PAID TO WENDY	997.00		997.00
11/15/15	2015	111515	Wendy Jaksick	Advance	2,340.00		2,340.00
11/30/15	2015	WENDY MINUS DOC	CASH	CASH	1,755.00		1,755.00
11/30/15	2015	wendy (Doc)	STAN JAKSICK	STAN JAKSICK - wendy's dog vet bill	585.00		585.00
12/1/15	2015	GORMAN DEC 2015	LUKE JAKSICK	DEPOSIT INTO LUKE'S PERSONAL BANK ACCOUNT FOR GORMAN	1,270.00		1,270.00
12/1/15	2015	WENDY RENT	REAL PROPERTY MANAGEMENT LAS V	WENDY RENT - LAS VEGAS	3,000.00		3,000.00
12/1/15	2015	LUKETRIP DOC	Wendy Jaksick	Advance for Luke's Trip and Doc (dog)	1,045.00		1,045.00
12/8/15	2015	Xmas 2015	Wendy Jaksick	Advance for Christmas	1,250.00		1,250.00
12/15/15	2015	121515	Wendy Jaksick	Advance	2,340.00		2,340.00
12/24/15	2015	WENDY RENT	REAL PROPERTY MANAGEMENT LAS V	WENDY RENT - LAS VEGAS	3,000.00		3,000.00
12/31/15	2015	GORMAN 2016.1	LUKE JAKSICK	DEPOSIT INTO LUKE'S PERSONAL BANK ACCOUNT FOR GORMAN	1,270.00		1,270.00
12/31/15	2015	123115	Wendy Jaksick	Advance	2,340.00		2,340.00
2015 Total					116,751.50		116,751.50
1/12/16	2016	AUTO PAY	BISHOP GORMAN HIGH SCHOOL	BISHOP GORMAN HIGH SCHOOL - Receivable from Wendy	8,491.00		8,491.00
1/12/16	2016	9099	Wendy Jaksick	Advance	2,340.00		2,340.00
1/26/16	2016	013116	WENDY JAKSICK	Advance	2,340.00		2,340.00
2/1/16	2016	WENDY SPRGBRK 032116	CASH	CASH	1,000.00		1,000.00
2/1/16	2016	WENDY 031116	CASH	CASH	2,340.00		2,340.00
2/1/16	2016	WENDY RENT	REAL PROPERTY MANAGEMENT LAS V	WENDY RENT - LAS VEGAS	3,000.00		3,000.00
2/1/16	2016	WENDY'S ADV 031916	STAN JAKSICK	STAN JAKSICK - cash to wendy	500.00		500.00
2/11/16	2016	WENDY 021116	CASH	CASH	2,340.00		2,340.00
2/24/16	2016	WENDY 022916	CASH	CASH	1,840.00		1,840.00
2/26/16	2016	REIMB WENDY ADV	STAN JAKSICK	STAN JAKSICK - cash to wendy	500.00		500.00
3/1/16	2016	AUTO PAY	BISHOP GORMAN HIGH SCHOOL	BISHOP GORMAN TUITION PAID DIRECTLY	1,277.50		1,277.50
3/1/16	2016	WENDY RENT	REAL PROPERTY MANAGEMENT LAS V	WENDY RENT - LAS VEGAS	3,000.00		3,000.00
3/7/16	2016	9108	CASH	CASH	2,340.00		2,340.00
3/26/16	2016	AUTO PAY	BISHOP GORMAN HIGH SCHOOL	BISHOP GORMAN TUITION PAID DIRECTLY	1,277.50		1,277.50
4/1/16	2016	WENDY RENT	REAL PROPERTY MANAGEMENT LAS V	WENDY RENT - LAS VEGAS	3,000.00		3,000.00
4/5/16	2016	WENDY 041516	CASH	CASH	1,200.00		1,200.00
4/5/16	2016	032216-092216	LONGLEY CORNERS STORAGE	LONGLEY CORNERS	2,340.00		2,340.00
4/19/16	2016	wendy 043016	CASH	CASH	2,340.00		2,340.00
4/26/16	2016	AUTO PAY	BISHOP GORMAN HIGH SCHOOL	BISHOP GORMAN TUITION PAID DIRECTLY	1,277.50		1,277.50
4/28/16	2016	WENDY - WENDY LATE	DMV	DMV FOR WENDY AUDI - LATE BECAUSE SHE DIDN'T SMOG	1,137.82		1,137.82
5/1/16	2016	WENDY RENT	REAL PROPERTY MANAGEMENT LAS V	WENDY RENT - LAS VEGAS	3,000.00		3,000.00
5/4/16	2016	WJ 051316 CASH	CASH	CASH	3,363.08		3,363.08
5/11/16	2016	8%NOTE WENDY	CASH	CASH	2,340.00		2,340.00
5/18/16	2016	WENDY 053116	CASH	CASH	2,340.00		2,340.00
5/26/16	2016	PAID ONLINE	CAPITAL ONE CREDIT CARD	REIMBURSE LUKES SUMMER SCHOOL ON CAP ONE	650.00		650.00
6/1/16	2016	WENDY RENT	REAL PROPERTY MANAGEMENT LAS V	WENDY RENT - LAS VEGAS W/LATE FEE	3,189.00		3,189.00
6/1/16	2016	9999	WENDY JAKSICK	Advance	2,340.00		2,340.00
6/1/16	2016	9999	WENDY JAKSICK	Advance	10,006.00		10,006.00
6/28/16	2016	9124	CASH	CASH	2,380.00		2,380.00
6/28/16	2016	071516	WENDY JAKSICK	ADVANCE - \$40 FROM 06/3540 FROM 06/30/2016	2,300.00		2,300.00
7/1/16	2016	WENDY RENT	REAL PROPERTY MANAGEMENT LAS V	WENDY RENT - LAS VEGAS	3,000.00		3,000.00
7/13/16	2016	WENDY - NV ENERGY	NV ENERGY	OVERDUE UTILITIES OF WENDY'S	1,001.75		1,001.75
7/14/16	2016	WENDY - NV ENERGY	NV ENERGY	OVERDUE UTILITIES OF WENDY'S	3,404.26		3,404.26

Note receivable Wendy Jaksick

DATE	YEAR	CHECK# / INVOICE #	PAYEE	DESCRIPTION/PURPOSE OF CHARGE TO WENDY	AMOUNT	AMOUNT PAID FROM	AMOUNT PAID FROM
7/21/16	2016	081516 wendy	CASH	CASH	2,340.00	SJ FAM TR	JAKSICK FAM LLC
	2016 Total				85,535.41	-	85,535.41
	Grand Total				297,286.20	59,260.29	238,025.91

Sam Jaksick n/p to Wendy Jaksick 1995 ILIT

Rate Period : Annual

Nominal Annual Rate : 5.000 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	06/26/2007	231,432.07	1		
2 Payment	12/31/2007	Interest Only	3	Annual	12/31/2009
3 Payment	12/31/2010	0.00	3	Annual	12/31/2012
4 Payment	04/21/2013	0.00	1		
5 Payment	07/17/2013	1,000.00	1		
6 Payment	07/24/2013	1,045.00	1		
7 Payment	08/02/2013	1,600.00	1		
8 Payment	08/02/2013	1,087.00	1		
9 Payment	08/08/2013	180.00	1		
10 Payment	08/14/2013	2,000.00	1		
11 Payment	08/14/2013	1,500.00	1		
12 Payment	08/21/2013	1,400.00	1		
13 Payment	09/03/2013	1,600.00	1		
14 Payment	09/03/2013	1,994.00	1		
15 Payment	09/16/2013	1,630.00	1		
16 Payment	10/01/2013	1,600.00	1		
17 Payment	10/01/2013	2,579.00	1		
18 Payment	10/15/2013	2,000.00	1		
19 Payment	11/01/2013	2,075.00	1		
20 Payment	11/08/2013	500.00	1		
21 Payment	11/15/2013	2,000.00	1		
22 Payment	12/02/2013	2,000.00	1		
23 Payment	12/13/2013	1,473.00	1		
24 Payment	12/31/2013	0.00	1		
25 Payment	12/31/2013	2,000.00	1		
26 Payment	01/15/2014	1,168.00	1		
27 Payment	02/04/2014	2,074.00	1		
28 Payment	02/27/2014	2,096.00	1		
29 Payment	03/01/2014	1,200.00	1		
30 Payment	03/19/2014	1,450.00	1		
31 Payment	03/31/2014	250.00	1		
32 Payment	03/31/2014	1,750.00	1		
33 Payment	04/01/2014	1,454.32	1		
34 Payment	05/01/2014	1,577.65	1		
35 Payment	05/01/2014	1,500.00	1		
36 Payment	05/15/2014	1,500.00	1		
37 Payment	05/30/2014	1,500.00	1		
38 Payment	05/31/2014	600.00	1		
39 Payment	06/01/2014	1,987.74	1		
40 Payment	06/13/2014	1,500.00	1		
41 Payment	06/25/2014	1,414.00	1		
42 Payment	07/01/2014	1,500.00	1		
43 Payment	07/01/2014	2,357.06	1		
44 Payment	07/15/2014	1,500.00	1		
45 Payment	07/18/2014	2,000.00	1		
46 Payment	07/31/2014	1,500.00	1		
47 Payment	08/01/2014	2,135.47	1		

Sam Jaksick n/p to Wendy Jaksick 1995 ILIT

CASH FLOW DATA

	Event	Date	Amount	Number	Period	End Date
48	Payment	08/14/2014	1,500.00	1		
49	Payment	09/01/2014	2,150.00	1		
50	Payment	09/02/2014	1,500.00	1		
51	Payment	09/23/2014	1,500.00	1		
52	Payment	09/30/2014	1,500.00	1		
53	Payment	10/01/2014	1,847.05	1		
54	Payment	10/03/2014	1,075.00	1		
55	Payment	10/16/2014	2,650.00	1		
56	Payment	11/01/2014	2,650.00	1		
57	Payment	11/01/2014	1,500.00	1		
58	Payment	11/13/2014	2,650.00	1		
59	Payment	11/24/2014	2,650.00	1		
60	Payment	12/11/2014	2,650.00	1		
61	Payment	12/11/2014	1,250.00	1		
62	Payment	12/23/2014	2,650.00	1		
63	Payment	01/17/2015	2,650.00	1		
64	Payment	01/20/2015	2,620.00	1		
65	Payment	01/20/2015	30.00	1		
66	Payment	02/12/2015	1,650.00	1		
67	Payment	02/20/2015	2,650.00	1		
68	Payment	03/04/2015	1,775.00	1		
69	Payment	03/10/2015	2,650.00	1		
70	Payment	03/17/2015	300.00	1		
71	Payment	03/23/2015	2,650.00	1		
72	Payment	04/03/2015	1,800.00	1		
73	Payment	04/15/2015	2,650.00	1		
74	Payment	04/23/2015	48.08	1		
75	Payment	04/23/2015	2,650.00	1		
76	Payment	05/05/2015	6,500.00	1		
77	Payment	05/07/2015	72.13	1		
78	Payment	05/13/2015	800.00	1		
79	Payment	05/13/2015	3,000.00	1		
80	Payment	05/13/2015	3,000.00	1		
81	Payment	05/13/2015	3,000.00	1		
82	Payment	05/13/2015	3,000.00	1		
83	Payment	05/13/2015	200.00	1		
84	Payment	05/13/2015	1,746.00	1		
85	Payment	05/13/2015	2,650.00	1		
86	Payment	05/18/2015	1,443.50	1		
87	Payment	05/20/2015	1,150.00	1		
88	Payment	05/27/2015	2,650.00	1		
89	Payment	06/01/2015	94.71	1		
90	Payment	06/03/2015	270.00	1		
91	Payment	06/03/2015	1,500.00	1		
92	Payment	06/10/2015	2,650.00	1		
93	Payment	06/22/2015	2,650.00	1		
94	Payment	06/22/2015	31.31	1		
95	Payment	07/07/2015	1,500.00	1		
96	Payment	07/12/2015	841.66	1		
97	Payment	07/13/2015	2,150.00	1		
98	Payment	07/13/2015	2,150.00	1		

Sam Jaksick n/p to Wendy Jaksick 1995 ILIT

CASH FLOW DATA

	Event	Date	Amount	Number	Period	End Date
99	Payment	07/13/2015	1,000.00	1		
100	Payment	07/13/2015	186.69	1		
101	Payment	08/12/2015	831.66	1		
102	Payment	08/13/2015	2,340.00	1		
103	Payment	08/31/2015	1,270.00	1		
104	Payment	08/31/2015	2,340.00	1		
105	Payment	09/14/2015	2,340.00	1		
106	Payment	09/15/2015	1,270.00	1		
107	Payment	09/22/2015	1,225.00	1		
108	Payment	09/23/2015	400.00	1		
109	Payment	09/28/2015	1,940.00	1		
110	Payment	10/13/2015	2,340.00	1		
111	Payment	10/14/2015	122.10	1		
112	Payment	10/16/2015	3,330.00	1		
113	Payment	10/20/2015	2,340.00	1		
114	Payment	10/21/2015	841.66	1		
115	Payment	11/01/2015	3,000.00	1		
116	Payment	11/01/2015	1,270.00	1		
117	Payment	11/12/2015	997.00	1		
118	Payment	11/15/2015	2,340.00	1		
119	Payment	11/30/2015	1,755.00	1		
120	Payment	11/30/2015	585.00	1		
121	Payment	12/01/2015	3,000.00	1		
122	Payment	12/08/2015	1,250.00	1		
123	Payment	12/15/2015	1,045.00	1		
124	Payment	12/15/2015	1,270.00	1		
125	Payment	12/15/2015	2,340.00	1		
126	Payment	12/24/2015	3,000.00	1		
127	Payment	12/31/2015	2,340.00	1		
128	Payment	12/31/2015	1,270.00	1		
129	Payment	01/12/2016	2,340.00	1		
130	Payment	01/12/2016	8,491.00	1		
131	Payment	01/26/2016	2,340.00	1		
132	Payment	02/01/2016	1,000.00	1		
133	Payment	02/01/2016	2,340.00	1		
134	Payment	02/01/2016	3,000.00	1		
135	Payment	02/01/2016	500.00	1		
136	Payment	02/11/2016	2,340.00	1		
137	Payment	02/24/2016	1,840.00	1		
138	Payment	02/24/2016	500.00	1		
139	Payment	02/26/2016	1,277.50	1		
140	Payment	03/01/2016	3,000.00	1		
141	Payment	03/07/2016	2,340.00	1		
142	Payment	03/26/2016	1,277.50	1		
143	Payment	04/01/2016	3,000.00	1		
144	Payment	04/05/2016	1,200.00	1		
145	Payment	04/05/2016	2,340.00	1		
146	Payment	04/19/2016	2,340.00	1		
147	Payment	04/26/2016	1,277.50	1		
148	Payment	04/28/2016	1,137.82	1		
149	Payment	05/01/2016	3,000.00	1		

Sam Jaksick n/p to Wendy Jaksick 1995 ILIT

CASH FLOW DATA

	Event	Date	Amount	Number	Period	End Date
150	Payment	05/04/2016	2,340.00	1		
151	Payment	05/11/2016	3,363.08	1		
152	Payment	05/18/2016	2,340.00	1		
153	Payment	06/01/2016	3,189.00	1		
154	Payment	06/01/2016	650.00	1		
155	Payment	06/01/2016	2,340.00	1		
156	Payment	06/01/2016	10,006.00	1		
157	Payment	06/28/2016	2,380.00	1		
158	Payment	06/28/2016	2,300.00	1		
159	Payment	07/01/2016	3,000.00	1		
160	Payment	07/13/2016	1,001.75	1		
161	Payment	07/14/2016	3,404.26	1		
162	Payment	07/21/2016	2,340.00	1		

AMORTIZATION SCHEDULE - U.S. Rule (no compounding)

	Date	Payment	Interest Accrued	Interest Paid	Principal Paid	Balance Due		
						Interest	Principal	Total
Loan	06/26/2007		0.00	0.00	0.00	0.00	231,432.07	231,432.07
1	12/31/2007	5,960.17	5,960.17	5,960.17	0.00	0.00	231,432.07	231,432.07
2007 Totals		5,960.17	5,960.17	5,960.17	0.00			
2	12/31/2008	11,571.60	11,571.60	11,571.60	0.00	0.00	231,432.07	231,432.07
2008 Totals		11,571.60	11,571.60	11,571.60	0.00			
3	12/31/2009	11,571.60	11,571.60	11,571.60	0.00	0.00	231,432.07	231,432.07
2009 Totals		11,571.60	11,571.60	11,571.60	0.00			
4	12/31/2010	0.00	11,571.60	0.00	0.00	11,571.60	231,432.07	243,003.67
2010 Totals		0.00	11,571.60	0.00	0.00			
5	12/31/2011	0.00	11,571.60	0.00	0.00	23,143.20	231,432.07	254,575.27
2011 Totals		0.00	11,571.60	0.00	0.00			
6	12/31/2012	0.00	11,571.60	0.00	0.00	34,714.80	231,432.07	266,146.87
2012 Totals		0.00	11,571.60	0.00	0.00			
7	04/21/2013	0.00	3,519.04	0.00	0.00	38,233.84	231,432.07	269,665.91
8	07/17/2013	1,000.00	2,758.16	1,000.00	0.00	39,992.00	231,432.07	271,424.07
9	07/24/2013	1,045.00	221.92	1,045.00	0.00	39,168.92	231,432.07	270,600.99
10	08/02/2013	1,600.00	285.33	1,600.00	0.00	37,854.25	231,432.07	269,286.32
11	08/02/2013	1,087.00	0.00	1,087.00	0.00	36,767.25	231,432.07	268,199.32
12	08/08/2013	180.00	190.22	180.00	0.00	36,777.47	231,432.07	268,209.54
13	08/14/2013	2,000.00	190.22	2,000.00	0.00	34,967.69	231,432.07	266,399.76
14	08/14/2013	1,500.00	0.00	1,500.00	0.00	33,467.69	231,432.07	264,899.76
15	08/21/2013	1,400.00	221.92	1,400.00	0.00	32,289.61	231,432.07	263,721.68
16	09/03/2013	1,600.00	412.14	1,600.00	0.00	31,101.75	231,432.07	262,533.82
17	09/03/2013	1,994.00	0.00	1,994.00	0.00	29,107.75	231,432.07	260,539.82
18	09/16/2013	1,630.00	412.14	1,630.00	0.00	27,889.89	231,432.07	259,321.96

Sam Jaksick n/p to Wendy Jaksick 1995 ILIT

	Date	Payment	Interest Accrued	Interest Paid	Principal Paid	Balance Due		
						Interest	Principal	Total
19	10/01/2013	1,600.00	475.55	1,600.00	0.00	26,765.44	231,432.07	258,197.51
20	10/01/2013	2,579.00	0.00	2,579.00	0.00	24,186.44	231,432.07	255,618.51
21	10/15/2013	2,000.00	443.84	2,000.00	0.00	22,630.28	231,432.07	254,062.35
22	11/01/2013	2,075.00	538.95	2,075.00	0.00	21,094.23	231,432.07	252,526.30
23	11/08/2013	500.00	221.92	500.00	0.00	20,816.15	231,432.07	252,248.22
24	11/15/2013	2,000.00	221.92	2,000.00	0.00	19,038.07	231,432.07	250,470.14
25	12/02/2013	2,000.00	538.95	2,000.00	0.00	17,577.02	231,432.07	249,009.09
26	12/13/2013	1,473.00	348.73	1,473.00	0.00	16,452.75	231,432.07	247,884.82
27	12/31/2013	0.00	570.65	0.00	0.00	17,023.40	231,432.07	248,455.47
28	12/31/2013	2,000.00	0.00	2,000.00	0.00	15,023.40	231,432.07	246,455.47
2013 Totals		31,263.00	11,571.60	31,263.00	0.00			
29	01/15/2014	1,168.00	475.55	1,168.00	0.00	14,330.95	231,432.07	245,763.02
30	02/04/2014	2,074.00	634.06	2,074.00	0.00	12,891.01	231,432.07	244,323.08
31	02/27/2014	2,096.00	729.17	2,096.00	0.00	11,524.18	231,432.07	242,956.25
32	03/01/2014	1,200.00	63.41	1,200.00	0.00	10,387.59	231,432.07	241,819.66
33	03/19/2014	1,450.00	570.65	1,450.00	0.00	9,508.24	231,432.07	240,940.31
34	03/31/2014	250.00	380.44	250.00	0.00	9,638.68	231,432.07	241,070.75
35	03/31/2014	1,750.00	0.00	1,750.00	0.00	7,888.68	231,432.07	239,320.75
36	04/01/2014	1,454.32	31.70	1,454.32	0.00	6,466.06	231,432.07	237,898.13
37	05/01/2014	1,577.65	951.09	1,577.65	0.00	5,839.50	231,432.07	237,271.57
38	05/01/2014	1,500.00	0.00	1,500.00	0.00	4,339.50	231,432.07	235,771.57
39	05/15/2014	1,500.00	443.84	1,500.00	0.00	3,283.34	231,432.07	234,715.41
40	05/30/2014	1,500.00	475.55	1,500.00	0.00	2,258.89	231,432.07	233,690.96
41	05/31/2014	600.00	31.70	600.00	0.00	1,690.59	231,432.07	233,122.66
42	06/01/2014	1,987.74	31.70	1,722.29	265.45	0.00	231,166.62	231,166.62
43	06/13/2014	1,500.00	380.00	380.00	1,120.00	0.00	230,046.62	230,046.62
44	06/25/2014	1,414.00	378.16	378.16	1,035.84	0.00	229,010.78	229,010.78
45	07/01/2014	1,500.00	188.23	188.23	1,311.77	0.00	227,699.01	227,699.01
46	07/01/2014	2,357.06	0.00	0.00	2,357.06	0.00	225,341.95	225,341.95
47	07/15/2014	1,500.00	432.16	432.16	1,067.84	0.00	224,274.11	224,274.11
48	07/18/2014	2,000.00	92.17	92.17	1,907.83	0.00	222,366.28	222,366.28
49	07/31/2014	1,500.00	395.99	395.99	1,104.01	0.00	221,262.27	221,262.27
50	08/01/2014	2,135.47	30.31	30.31	2,105.16	0.00	219,157.11	219,157.11
51	08/14/2014	1,500.00	390.28	390.28	1,109.72	0.00	218,047.39	218,047.39
52	09/01/2014	2,150.00	537.65	537.65	1,612.35	0.00	216,435.04	216,435.04
53	09/02/2014	1,500.00	29.65	29.65	1,470.35	0.00	214,964.69	214,964.69
54	09/23/2014	1,500.00	618.39	618.39	881.61	0.00	214,083.08	214,083.08
55	09/30/2014	1,500.00	205.29	205.29	1,294.71	0.00	212,788.37	212,788.37
56	10/01/2014	1,847.05	29.15	29.15	1,817.90	0.00	210,970.47	210,970.47
57	10/03/2014	1,075.00	57.80	57.80	1,017.20	0.00	209,953.27	209,953.27
58	10/16/2014	2,650.00	373.89	373.89	2,276.11	0.00	207,677.16	207,677.16
59	11/01/2014	2,650.00	455.18	455.18	2,194.82	0.00	205,482.34	205,482.34
60	11/01/2014	1,500.00	0.00	0.00	1,500.00	0.00	203,982.34	203,982.34
61	11/13/2014	2,650.00	335.31	335.31	2,314.69	0.00	201,667.65	201,667.65
62	11/24/2014	2,650.00	303.88	303.88	2,346.12	0.00	199,321.53	199,321.53
63	12/11/2014	2,650.00	464.17	464.17	2,185.83	0.00	197,135.70	197,135.70
64	12/11/2014	1,250.00	0.00	0.00	1,250.00	0.00	195,885.70	195,885.70
65	12/23/2014	2,650.00	322.00	322.00	2,328.00	0.00	193,557.70	193,557.70
2014 Totals		63,736.29	10,838.52	25,861.92	37,874.37			
66	01/17/2015	2,650.00	662.87	662.87	1,987.13	0.00	191,570.57	191,570.57

Sam Jaksick n/p to Wendy Jaksick 1995 ILIT

	Date	Payment	Interest Accrued	Interest Paid	Principal Paid	Balance Due		
						Interest	Principal	Total
67	01/20/2015	2,620.00	78.73	78.73	2,541.27	0.00	189,029.30	189,029.30
68	01/20/2015	30.00	0.00	0.00	30.00	0.00	188,999.30	188,999.30
69	02/12/2015	1,650.00	595.48	595.48	1,054.52	0.00	187,944.78	187,944.78
70	02/20/2015	2,650.00	205.97	205.97	2,444.03	0.00	185,500.75	185,500.75
71	03/04/2015	1,775.00	304.93	304.93	1,470.07	0.00	184,030.68	184,030.68
72	03/10/2015	2,650.00	151.26	151.26	2,498.74	0.00	181,531.94	181,531.94
73	03/17/2015	300.00	174.07	174.07	125.93	0.00	181,406.01	181,406.01
74	03/23/2015	2,650.00	149.10	149.10	2,500.90	0.00	178,905.11	178,905.11
75	04/03/2015	1,800.00	269.58	269.58	1,530.42	0.00	177,374.69	177,374.69
76	04/15/2015	2,650.00	291.57	291.57	2,358.43	0.00	175,016.26	175,016.26
77	04/23/2015	48.08	191.80	48.08	0.00	143.72	175,016.26	175,159.98
78	04/23/2015	2,650.00	0.00	143.72	2,506.28	0.00	172,509.98	172,509.98
79	05/05/2015	6,500.00	283.58	283.58	6,216.42	0.00	166,293.56	166,293.56
80	05/07/2015	72.13	45.56	45.56	26.57	0.00	166,266.99	166,266.99
81	05/13/2015	800.00	136.66	136.66	663.34	0.00	165,603.65	165,603.65
82	05/13/2015	3,000.00	0.00	0.00	3,000.00	0.00	162,603.65	162,603.65
83	05/13/2015	3,000.00	0.00	0.00	3,000.00	0.00	159,603.65	159,603.65
84	05/13/2015	3,000.00	0.00	0.00	3,000.00	0.00	156,603.65	156,603.65
85	05/13/2015	3,000.00	0.00	0.00	3,000.00	0.00	153,603.65	153,603.65
86	05/13/2015	200.00	0.00	0.00	200.00	0.00	153,403.65	153,403.65
87	05/13/2015	1,746.00	0.00	0.00	1,746.00	0.00	151,657.65	151,657.65
88	05/13/2015	2,650.00	0.00	0.00	2,650.00	0.00	149,007.65	149,007.65
89	05/18/2015	1,443.50	102.06	102.06	1,341.44	0.00	147,666.21	147,666.21
90	05/20/2015	1,150.00	40.46	40.46	1,109.54	0.00	146,556.67	146,556.67
91	05/27/2015	2,650.00	140.53	140.53	2,509.47	0.00	144,047.20	144,047.20
92	06/01/2015	94.71	98.66	94.71	0.00	3.95	144,047.20	144,051.15
93	06/03/2015	270.00	39.46	43.41	226.59	0.00	143,820.61	143,820.61
94	06/03/2015	1,500.00	0.00	0.00	1,500.00	0.00	142,320.61	142,320.61
95	06/10/2015	2,650.00	136.47	136.47	2,513.53	0.00	139,807.08	139,807.08
96	06/22/2015	2,650.00	229.82	229.82	2,420.18	0.00	137,386.90	137,386.90
97	06/22/2015	31.31	0.00	0.00	31.31	0.00	137,355.59	137,355.59
98	07/07/2015	1,500.00	282.24	282.24	1,217.76	0.00	136,137.83	136,137.83
99	07/12/2015	841.66	93.25	93.25	748.41	0.00	135,389.42	135,389.42
100	07/13/2015	2,150.00	18.55	18.55	2,131.45	0.00	133,257.97	133,257.97
101	07/13/2015	2,150.00	0.00	0.00	2,150.00	0.00	131,107.97	131,107.97
102	07/13/2015	1,000.00	0.00	0.00	1,000.00	0.00	130,107.97	130,107.97
103	07/13/2015	186.69	0.00	0.00	186.69	0.00	129,921.28	129,921.28
104	08/12/2015	831.66	533.92	533.92	297.74	0.00	129,623.54	129,623.54
105	08/13/2015	2,340.00	17.76	17.76	2,322.24	0.00	127,301.30	127,301.30
106	08/31/2015	1,270.00	313.89	313.89	956.11	0.00	126,345.19	126,345.19
107	08/31/2015	2,340.00	0.00	0.00	2,340.00	0.00	124,005.19	124,005.19
108	09/14/2015	2,340.00	237.82	237.82	2,102.18	0.00	121,903.01	121,903.01
109	09/15/2015	1,270.00	16.70	16.70	1,253.30	0.00	120,649.71	120,649.71
110	09/22/2015	1,225.00	115.69	115.69	1,109.31	0.00	119,540.40	119,540.40
111	09/23/2015	400.00	16.38	16.38	383.62	0.00	119,156.78	119,156.78
112	09/28/2015	1,940.00	81.61	81.61	1,858.39	0.00	117,298.39	117,298.39
113	10/13/2015	2,340.00	241.02	241.02	2,098.98	0.00	115,199.41	115,199.41
114	10/14/2015	122.10	15.78	15.78	106.32	0.00	115,093.09	115,093.09
115	10/16/2015	3,330.00	31.53	31.53	3,298.47	0.00	111,794.62	111,794.62
116	10/20/2015	2,340.00	61.26	61.26	2,278.74	0.00	109,515.88	109,515.88
117	10/21/2015	841.66	15.00	15.00	826.66	0.00	108,689.22	108,689.22
118	11/01/2015	3,000.00	163.78	163.78	2,836.22	0.00	105,853.00	105,853.00

Sam Jaksick n/p to Wendy Jaksick 1995 ILIT

	Date	Payment	Interest Accrued	Interest Paid	Principal Paid	Balance Due		
						Interest	Principal	Total
119	11/01/2015	1,270.00	0.00	0.00	1,270.00	0.00	104,583.00	104,583.00
120	11/12/2015	997.00	157.59	157.59	839.41	0.00	103,743.59	103,743.59
121	11/15/2015	2,340.00	42.63	42.63	2,297.37	0.00	101,446.22	101,446.22
122	11/30/2015	1,755.00	208.45	208.45	1,546.55	0.00	99,899.67	99,899.67
123	11/30/2015	585.00	0.00	0.00	585.00	0.00	99,314.67	99,314.67
124	12/01/2015	3,000.00	13.60	13.60	2,986.40	0.00	96,328.27	96,328.27
125	12/08/2015	1,250.00	92.37	92.37	1,157.63	0.00	95,170.64	95,170.64
126	12/15/2015	1,045.00	91.26	91.26	953.74	0.00	94,216.90	94,216.90
127	12/15/2015	1,270.00	0.00	0.00	1,270.00	0.00	92,946.90	92,946.90
128	12/15/2015	2,340.00	0.00	0.00	2,340.00	0.00	90,606.90	90,606.90
129	12/24/2015	3,000.00	111.71	111.71	2,888.29	0.00	87,718.61	87,718.61
130	12/31/2015	2,340.00	84.11	84.11	2,255.89	0.00	85,462.72	85,462.72
131	12/31/2015	1,270.00	0.00	0.00	1,270.00	0.00	84,192.72	84,192.72
2015 Totals		116,751.50	7,386.52	7,386.52	109,364.98			
132	01/12/2016	2,340.00	138.40	138.40	2,201.60	0.00	81,991.12	81,991.12
133	01/12/2016	8,491.00	0.00	0.00	8,491.00	0.00	73,500.12	73,500.12
134	01/26/2016	2,340.00	140.96	140.96	2,199.04	0.00	71,301.08	71,301.08
135	02/01/2016	1,000.00	58.60	58.60	941.40	0.00	70,359.68	70,359.68
136	02/01/2016	2,340.00	0.00	0.00	2,340.00	0.00	68,019.68	68,019.68
137	02/01/2016	3,000.00	0.00	0.00	3,000.00	0.00	65,019.68	65,019.68
138	02/01/2016	500.00	0.00	0.00	500.00	0.00	64,519.68	64,519.68
139	02/11/2016	2,340.00	88.38	88.38	2,251.62	0.00	62,268.06	62,268.06
140	02/24/2016	1,840.00	110.89	110.89	1,729.11	0.00	60,538.95	60,538.95
141	02/24/2016	500.00	0.00	0.00	500.00	0.00	60,038.95	60,038.95
142	02/26/2016	1,277.50	16.45	16.45	1,261.05	0.00	58,777.90	58,777.90
143	03/01/2016	3,000.00	32.21	32.21	2,967.79	0.00	55,810.11	55,810.11
144	03/07/2016	2,340.00	45.87	45.87	2,294.13	0.00	53,515.98	53,515.98
145	03/26/2016	1,277.50	139.29	139.29	1,138.21	0.00	52,377.77	52,377.77
146	04/01/2016	3,000.00	43.05	43.05	2,956.95	0.00	49,420.82	49,420.82
147	04/05/2016	1,200.00	27.08	27.08	1,172.92	0.00	48,247.90	48,247.90
148	04/05/2016	2,340.00	0.00	0.00	2,340.00	0.00	45,907.90	45,907.90
149	04/19/2016	2,340.00	88.04	88.04	2,251.96	0.00	43,655.94	43,655.94
150	04/26/2016	1,277.50	41.86	41.86	1,235.64	0.00	42,420.30	42,420.30
151	04/28/2016	1,137.82	11.62	11.62	1,126.20	0.00	41,294.10	41,294.10
152	05/01/2016	3,000.00	16.97	16.97	2,983.03	0.00	38,311.07	38,311.07
153	05/04/2016	2,340.00	15.74	15.74	2,324.26	0.00	35,986.81	35,986.81
154	05/11/2016	3,363.08	34.51	34.51	3,328.57	0.00	32,658.24	32,658.24
155	05/18/2016	2,340.00	31.32	31.32	2,308.68	0.00	30,349.56	30,349.56
156	06/01/2016	3,189.00	58.20	58.20	3,130.80	0.00	27,218.76	27,218.76
157	06/01/2016	650.00	0.00	0.00	650.00	0.00	26,568.76	26,568.76
158	06/01/2016	2,340.00	0.00	0.00	2,340.00	0.00	24,228.76	24,228.76
159	06/01/2016	10,006.00	0.00	0.00	10,006.00	0.00	14,222.76	14,222.76
160	06/28/2016	2,380.00	52.60	52.60	2,327.40	0.00	11,895.36	11,895.36
161	06/28/2016	2,300.00	0.00	0.00	2,300.00	0.00	9,595.36	9,595.36
162	07/01/2016	3,000.00	3.94	3.94	2,996.06	0.00	6,599.30	6,599.30
163	07/13/2016	1,001.75	10.85	10.85	990.90	0.00	5,608.40	5,608.40
164	07/14/2016	3,404.26	0.77	0.77	3,403.49	0.00	2,204.91	2,204.91
165	07/21/2016	2,340.00	2.11	2.11	2,337.89	0.00	132.98-	132.98-
2016 Totals		85,535.41	1,209.71	1,209.71	84,325.70			
Grand Totals		326,389.57	94,824.52	94,824.52	231,565.05			

Sam Jaksick n/p to Wendy Jaksick 1995 ILIT

An open balance of 132.98- still remains.