

IN THE SUPREME COURT OF THE STATE OF NEVADA

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

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

TODD B. JAKSICK, INDIVIDUALLY AND AS CO-
TRUSTEE OF THE SAMUEL S. JAKSICK, JR.
FAMILY TRUST, AND AS TRUSTEE OF THE SSJ'S
ISSUE TRUST; MICHAEL S. KIMMEL,
INDIVIDUALLY AND AS CO-TRUSTEE OF THE
SAMUEL S. JAKSICK, JR. FAMILY TRUST; KEVIN
RILEY, INDIVIDUALLY AND AS A 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.

Electronically Filed
Jun 14 2021 04:03 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

Case No.: 81470

Appeal from the Second
Judicial District Court,
the Honorable David
Hardy Presiding

**RESPONDENT/CROSS-APPELLANT WENDY JAKSICK'S
APPENDIX, VOLUME 3**

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Indemnification and Contribution Agreement – Trial Exhibit 11	1/1/2008	1	WJ 0001 - 0010
Email - Kevin Riley to Todd Jaksick - Tahoe/Incline TSS -Trial Exhibit 441	10/28/2014	1	WJ 0011 - 0013
Agreement and Consent to Proposed Action – Stanley Jaksick Buy in to Lake Tahoe Property - Trial Exhibit 23	11/13/2015	1	WJ 0014 - 0018
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Trial Transcript	2/28/2019	23-24	WJ 5284 – 5673

Dated this 14th day of June, 2021.

MARQUIS AURBACH COFFING

By /s/ Chad F. Clement

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Appellant, Wendy Jaksick

CERTIFICATE OF SERVICE

I hereby certify that the foregoing **RESPONDENT/CROSS-APPELLANT WENDY JAKSICK'S APPENDIX, VOLUME 3** was filed electronically with the Nevada Supreme Court on the 14th day of June, 2021. Electronic Service of the foregoing document shall be made in accordance with the Master Service List as follows:

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/s/ Leah Dell
Leah Dell, an employee of
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September 3, 2014

VIA E-MAIL - jaksickhome@live.com

Ms. Wendy Ann Jaksick Smrt
2330 Clementine Lane
Reno, Nevada 89521

October 27, 2014 - forwarded via
Certified Mail - Return Receipt Requested
Receipt # 7011 1570 0002 9503 4274

Re: Your Letter dated August 16, 2014

Dear Wendy:

As you know, this law firm represents your brothers as the sole Co-Trustees of your Dad's Trusts and represents your brothers and Kevin as Co-Executors of your Dad's estate. Because your letter has legal implications, they asked our firm to formally respond to it.

We regret to inform you that no additional amounts can be paid on the Note at this time. It is an unsecured Note that is just one of your Dad's many debts. Your father fortunately and unfortunately died at a time when his assets had declined in value and he faced substantial liabilities. That is fortunate because his estate tax liability will be much less than anyone anticipated. It is unfortunate because those assets declined to such an extent and the liabilities are so high your brothers are having a very difficult time managing the satisfaction of all your Dad's creditors. Your brothers each have a Note similar to yours, and it puts the three of you in a position where you are simply unsecured creditors to your Dad's Trust. They have not received any payments on their Notes, and they are paying you because they realize you are in such a desperate financial situation. They are sorry about that, but your dad left all of you in this circumstance, even though everyone knows he never intended to do that. All of you are in this situation because of the unforeseen and unfortunate decline in the world wide real estate market and economy that occurred in 2008. Our office has seen many sad and unexpected consequences of that real estate decline. Some very wealth and successful people lost everything during that economic crash.

You can try to sell the Note if you want, but you must tell any prospective buyer that your Dad's Trust will stop making all payments and your buyer will have to sue your Dad's Trusts to try to recover anything. Our firm will defend your Dad's Trusts in the event of such a lawsuit. This defense probably cost your Dad's Trusts a substantial amount of money that would otherwise be paid to creditors or distributed to you and your brothers

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MAUPIN, COX & LeGOY

Ms. Wendy Ann Jaksick Smrt
September 3, 2014
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when the Trust administrations are completed. This is not a threat. We are telling you this because your brothers are working hard to resolve your Dad's creditor issues and at the same time, accommodating you by making the payments they are making, and they will not extend that same accommodation to anyone who purchases your Note. Our firm will not allow them to do that until your Dad's Trusts and estate are in a position where they can settle with all their creditors.

If you have any more questions about this unfortunate situation, please feel to call or write to me at any time. Please be aware I will be out of my office from September 4 to September 15 and during that time, you can talk to either Brian McQuaid or Procter Hug, IV of our office. We respectfully tell you that we regret to give you this information. Your father was a great man who tried to do his best for his entire family, and it is unfortunate that his Trusts and estate have these issues.

Sincerely yours,


L. Robert LeGoy, Jr.

LRL:dd

cc: Todd B. Jaksick, Co-Trustee
Stanley S. Jaksick, Co-Trustee
Kevin Riley, CPA, Co-Executor
Brian C. McQuaid, Esq.
Procter J. Hug, IV, Esq.

J:\wpdata\LRL\Estate Plans\Jaksick Trust Administration\2014\Wendy's Letter.wpd

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SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Ms. Wendy Ann Jaksick Smrt
2330 Clementine Lane
Reno, NV 89521

RECEIVED
NOV - 3 2014
MAUPIN, COX & LEGOY

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Alexi Smrt

☐ Agent
☐ Addressee

B. Received by (Printed Name)

Alexi Smrt

C. Date of Delivery

10/8

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

4005 QUAIL ROCK
RENO 89511

3. Service Type

☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number:

(Transfer from service label)

7011 1570 0002 9503 4274

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-15

U.S. Postal Service™

CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage

\$ 48

Certified Fee

3.30

Return Receipt Fee
(Endorsement Required)

2.70

Restricted Delivery Fee
(Endorsement Required)

Total Postage & Fees

\$ 6.48



Sent To

Ms. Wendy Ann Jaksick Smrt

2330 Clementine Lane

Reno, NV 89521

LRL - Jaksick

PS Form 3800, August 2006

See Reverse for Instructions

7011 1570 0002 9503 4274

WJ 000425

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June 17, 2010

PERSONAL AND CONFIDENTIAL

Mr. Samuel S. Jaksick, Jr.
Mr. Todd B. Jaksick
4005 Quail Rock Lane
Reno, NV 89511

Re: Evaluation of Real Estate Purchase Option for Sam's Incline Residence

Dear Sam and Todd:

Recently we prepared a memorandum addressing the details of a Qualified Personal Residence Trust ("QPRT") and possible alternatives to a QPRT. While preparing that memorandum, we were surprised we could not find law or writings addressing the use of a real estate purchase option in estate planning. As that was your original reason for calling us, we followed up to try to determine why there was not more information on that issue. Please be advised we are not billing you for our time to prepare this follow-up. We were curious and we also knew you and Kevin would be interested in the outcome of our research, so we have prepared this letter to share our conclusions with you three.

When you first called Bob, you told him you were interested in considering Sam granting an option to purchase his Incline residence to Todd and possibly his brother and sister. In a simple option to buy real property, the property owner ("grantor") grants to another person (the "holder") the right, for a fixed period of time, to buy the real property under stipulated terms. In exchange, the holder pays the grantor an agreed upon sum. If the option lapses, the grantor recognizes income at that time equal to the amount of the option purchase price and the holder winds up with a capital loss or ordinary loss for the price paid for the option. If the option is exercised, the grantor recognizes gain or loss on the sale of the real property. The value paid for the option is included in the sale proceeds.

Revenue Ruling 80-186 provides that if any individual grants a child an option to buy property at a specified price at some time in the future, the grant is an immediate gift, regardless of whether the option is ever exercised if under state law the option is binding and enforceable on the date of transfer. In that ruling, A transferred to his child, B, an option to purchase real property in State X owned by A. B paid \$10 for the option, which gave B the right to purchase the property at

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Mr. Samuel S. Jaksick, Jr.
Mr. Todd B. Jaksick
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any time during a 2-year period for \$475,000, and the fair market value of the property on the date of the option was \$500,000. The Revenue Ruling explains that a completed gift was made by A at the time A transferred the option to B. The amount of the gift is the difference between the fair market value of the option on the date it was given to B, and the consideration in money or money's worth paid by B (\$10). The Revenue Ruling explains that the value of the option is a factual question for determination by the IRS district director on audit, and there is no analysis of the option's fair market value.

Given Revenue Ruling 80-186, a fundamental question is how to value an option, knowing that granting an option may likely result in a taxable gift. The IRS has said that the valuation of an option is a factual question, and factors to consider include the fair market value of the property, the exercise price, the time period of the option, and the potential for appreciation or depreciation during the period. Rev. Rule 80-186. See also Checkpoint Estate Planning Analysis, Annotation, and Explanations Section 82.694 ("An option to buy property is, at any moment, worth at least the difference between the fair market value of the property and (if lower) the exercise price of the option"). If the value of Sam's house appreciates prior to his death, we can see the IRS arguing that it was worth substantially more at the time Sam granted the option because of the "time period of the option" and the "potential for appreciation" during this period of time, even if the current appraised fair market value of the property was much lower. Thus, there is a strong risk that the IRS could claim that the grant of the option was a gift of substantial value by Sam at the time the option was granted.

Given that the granting of a valid, enforceable option is a completed gift for gift tax purposes, by inference, the exercise of the option does not result in any further gift, even if the value of the property when the option is exercised exceeds the total consideration paid. Checkpoint, Estate Tax Freezing Techniques, Section 8.02 (7) (c).

Finally, the fair market value of property subject to an option may not be equal to true fair market value. If options have any effect at all on the fair market value of assets to which they are attached, they tend to decrease the value. Bogdanski, Federal Tax Valuation, Section 6.04(10)(b)(I). However, generally, any option or transfer restriction must be disregarded for valuation principles for federal estate, gift and generation skipping transfer tax liability.

Section 2703(a) of the Internal Revenue Code provides that for wealth transfer tax purposes, the value of any property shall be determined without regard to any option, agreement or right to acquire or use the property at a price less than the fair market value of the property or any restriction on the right to sell or use the property. The effect of 2703(a) is to blunt the depressant effects that private agreements can have on the fair market value of property. Congress implemented IRC Section 2703 feeling that the traditional valuation principles left open opportunities for wealth



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Mr. Samuel S. Jaksick, Jr.
Mr. Todd B. Jaksick
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transfer avoidance through agreements among related parties. By subjecting their property to options in favor of family members, taxpayers could reduce the value of the property substantially. Instead, now, if Section 2703 applies, one must ignore certain options, rights or restrictions for valuation purposes completely, and as a result, they do not reduce at all the fair market value for federal wealth transfer tax purposes. Bogdanski, Federal Tax Valuation, Section 6.04(2)(a).

However, in keeping with the anti-abuse nature of Section 2703, there is one principal exception, which is governed by a three part test requiring that the arrangement be a bona fide business transaction, not a testamentary device, and on terms comparable to those entered into in arm's length transactions. IRC Section 2703(b).

Applying this framework to the proposed real estate option on the Incline residence, Sam could enter into an option with Todd, giving the Todd the right to acquire the Tahoe property at an agreed upon price for an agreed upon period of time. The option would be a taxable gift for Sam, if the option price is less than fair market value of the real property. As described above, determining the fair market value of the real property is very difficult and all the factors described in Revenue Ruling 80-186 must be considered. The value of Sam's gift would be offset by any consideration paid by Todd for the option. If the option were subsequently exercised, Todd would purchase the residence for the option price, and Sam would report the corresponding gain or loss, including any amount Todd paid for the underlying option in addition to the option price for the residence. If the home appreciated during the term of the option, there would not be any further taxable gift for that appreciation. However, as discussed above, the term of the option and the likelihood of appreciation are factors that must be assessed in determining the fair market value of the option. Accordingly, the very factors that may lead to the option being a favorable asset for Todd may also increase the taxable gift value of the option from Sam. Finally, 2703(a) appears to give the IRS new rights to disregard the option entirely. The IRS would be most likely to take that position if Sam died before the option was exercised. It does not appear the IRS can do that if Todd exercises his option while Sam is still alive, but that conclusion is not clear.

If the option were not exercised during Sam's lifetime, unless the 2703(b) exclusion test were met which we believe would be very unlikely in light of the facts and circumstances associated with this option, the full fair market value of the residence would be included in Sam's estate. The option, and any effect it may have on the fair market value of the property, would be ignored.

The existence of Revenue Ruling 80-186 and Section 2703(a) of the Internal Revenue Code are obviously the reasons we cannot find any cases or rulings addressing the estate and gift tax consequences of options given by one family member to another. They make (1) the estate and gift tax consequences difficult to determine and (2) effectuating these arrangements very risky.

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Mr. Samuel S. Jaksick, Jr.
Mr. Todd B. Jaksick
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Page 4

Please call us if you want to further discuss these issues or if you still want to try to effectuate an option arrangement.

Sincerely yours,



L. Robert LeGoy, Jr.

Melissa Dooley Johnson

LRL:MDJ:jo
c: Kevin Riley, CPA

MCL002033

WJ 000433

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April 12, 2007

Samuel J. Jaksick, Jr., President
Todd B. Jaksick, Secretary/Treasurer
Home Camp Land and Livestock Co., Inc.
4005 Quail Rock Lane
Reno, Nevada 89511

Dear Sam and Todd:

Enclosed are two binders. The first one includes one copy each of the SSJ's Issue Trust Agreement, the old Stock Certificate and the new Stock Certificate which were delivered on March 31. The second binder includes the TBJ's Issue Trust Agreement, Todd's old Stock Certificate and the Trust's new Stock Certificate.

We discussed that you will add other relevant documents to the binders, such as the Appraisals, the Gift Tax Returns, and the Leases. However, the Leases should also be filed in your corporation and ranch business files. The Leases are more relevant to those files than to these binders. Jessica can make additional dividers for the binders or call us to do it for her.

I explained the corrections that need to be made to Meridian's Appraisal Report, even though you are not going to use it. Heather Tryon of Meridian told me they cannot issue their final report until they have a chance to review Kurt's final report. Please make sure Kurt sends them a copy of that final report when he issues it.

If you have any questions about the binders or any other aspect of these transactions, please call me at any time. Again, our firm appreciates the opportunity to work with you two, Jessica, Kevin, Geoff, Kurt, Meridian, and John Marvel on this very interesting project that hopefully will benefit your family for many generations.

Sincerely yours,



L. Robert LeGoy, Jr.

LRL:dd
Enclosures
cc(w/encls.): Kevin Riley, CPA
Mr. Geoff Grenert

J:\wpdata\LRL\Jaksick\HomeCamp\Binders\letter

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MCL002045

WJ 000435

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June 29, 2006

Mr. Samuel J. Jaksick, Jr.
4005 Quail Rock Lane
Reno, Nevada 89511

Re: Estate Planning of Samuel J. Jaksick, Jr.

Dear Sam:

You, Todd, Geoff Grenert, and I have recently been discussing your estate planning. You asked Geoff and me to review your Family Trust Agreement. We discussed several issues with you, including the distributions to be made on your death under the terms of the Trust Agreement. Based on those discussions, you decided to dramatically change your estate plan to provide that your entire trust estate be distributed to separate trusts for the benefit of your issue, rather than being divided between trusts for your issue and a trust for the benefit for your wife for her lifetime. You also wanted to make other changes.

Based on your directions, we prepared the enclosed Family Trust Agreement and Will as complete restatements of your current Trust Agreement and Will. The following is a brief explanation of the documents, as well as some other estate planning matters.

TRUST AGREEMENT

The Trust Agreement restates your Family Trust which is a revocable living trust established by you alone. On your death, the trust estate is to be divided into two separate trusts, a Marital Trust and a Decedent's Trust, pursuant to paragraph II B.

The two trusts will be funded as follows:

1. The Marital Trust is to consist of that amount of your trust estate that disclaimed by your Decedent's Trust. As we told you, we believe we have structured the Decedent's Trust in such a manner that it can disclaim this interest; however, that procedure is an unresolved issue. As we also explained to you, assets transferred to the Marital Trust should be entitled to the marital deduction which will defer the estate taxes until Janene's subsequent death if she if she survives you. Your hope is that Todd will disclaim assets that are to be distributed to the Decedent's Trust if he determines he

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WJ 000436

MCL002067

WJ 000437

MAUPIN, COX & LeGOY

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Page 2

cannot reasonably pay the death taxes on those assets. Thus, the Marital Trust is simply to give your issue the option to defer all or any portion of the estate taxes that will be due on your death if Janene survives you. You specifically stated you do not want to provide for Janene through your Trust because you are providing for her in other ways. Please be reminded the marital deduction is available only to U.S. citizens. We understand you and Janene are both U.S. citizens. If either of you is not or if your citizenship ever changes, please notify us immediately.

2. The Decedent's Trust is to consist of the balance of property of the deceased spouse. This will be all the property in your trust estate, including any property that is distributed to your trust pursuant to your Will. As discussed above, property to be transferred to Decedent's Trust probably can be disclaimed to transfer that property to the Marital Trust.

If the Marital Trust is funded by disclaimer from the Decedent's Trust, then Janene will receive all the income of the Marital Trust and as much of the principal from that Trust as is necessary for her health, support, and maintenance, provided that principal distributions to her will be limited to \$100,000 per year. You should consider whether to increase that amount by cost of living adjustments.

Both the Marital Trust and the Decedent's Trust become irrevocable on your death. The Marital Trust will be distributed as described above. The Decedent's Trust will be divided into separate shares for your three children as described in subparagraphs C.3.b. and E.5.b. of Article II. Please be reminded Wendy's share is to be smaller than Todd's and Stan's. Please also be reminded that if a child predeceases you, his or her share will be distributed to his or her issue, by right of representation. That probably would be his or her children, in equal shares. Finally, please be reminded a priority distribution of the amount of your estate that is exempt from the generation skipping transfer tax will be distributed to trusts for the benefit of your grandchildren, even if your children are still living. We discussed that this amount is increasing rapidly and might be increased even more dramatically with legislation already passed or currently pending. Thus, it is possible that all your trust estate will skip your children and be distributed to your grandchildren. Please advise us if you want those amounts limited or even alleviated. The reason you might want to alleviate them is the trusts for the benefit of your children also can be used to benefit your grandchildren and other younger issue as described in the following paragraph.

Paragraph F. of Article II provides that each amount distributed to a child, grandchild or younger issue of yours is to be held in trust for that individual for the individual's entire life. This is the "generation-skipping" Geoff and I extensively discussed with you. That paragraph provides that any share allocated to a child, grandchild or other issue of yours will be retained in trust for the benefit of the person for his or her entire life. So long as the



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beneficiary is living, the Trustee will distribute to him or her as much of the income and principal as the beneficiary needs for health, maintenance, education and support. In addition, the Trustee can distribute income and principal to the beneficiary's living issue for their for the health, maintenance, education and support; however, the trust is specifically to be for the primary benefit of the primary beneficiary of the trust. Finally, the beneficiary of each trust has a limited power of appointment to distribute all any portion of his trust to any person or entity other than himself, his estate, or his creditors. Please tell us if you want this power limited to just your issue or in some other manner. On the beneficiary's death, the portion of his or her trust that is exempt from generation skipping transfer tax is to be distributed among your issue and the spouses of your deceased issue as determined by the beneficiary exercising another limited power of appointment. The portion of the beneficiary's trust that is not exempt from generating skipping transfer tax can be distributed to any persons or entities, including the beneficiary's estate, pursuant to a general power of appointment. Since this is a general power appointment, the non-exempt portion of the beneficiary's trust will be subjected to estate tax liability on the beneficiary's death which in turn should permit it to avoid the generation skipping transfer tax, which is usually higher than the estate tax. Finally, any of the beneficiary's trust that is not distributed pursuant to a power of appointment exercised by the beneficiary will be distributed to your issue, by right of representation, which will be held in trust as described in this paragraph.

There is a major exception to the foregoing. Subparagraph D. 2. provides that your Lake Tahoe home and an amount equal to all the estimated future payments and expenses on that house for the next 10 years are to be held in a separate trust pursuant to paragraph G. Please note the amount is not to be reduced by your death taxes. This will shift a substantial amount of death taxes to the other distributions that are not subject to the marital deduction.

As mentioned above, Wendy's share of the Decedent's Trust is to be reduced by \$1,500,000 and that reduction is to be divided equally between Stan's share and Todd's share pursuant to subparagraphs D.4.d. and E.5.d. of Article II. Under your current Trust Agreement, this adjustment is made partially on your death and partially on Janene's death, but under the enclosed Trust Agreement, there probably will be no Marital Trust for the benefit of Janene, so we have the entire adjustment occurring on your death.

The trust for the benefit of each beneficiary is commonly referred to as a "generation skipping" or "dynasty" trust. They are designed to continue through one or more generations without being subjected to death taxes to the extent they are exempt from the generation skipping transfer tax and without being subjected to the claims of the beneficiary's creditors.

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Paragraph G. describes how the trust for the benefit of your Lake house and the cash set aside to maintain it are to be utilized and distributed. Please carefully review it.

If none of your issue survive you, than your entire trust estate is to be distributed to the Marital Trust for the benefit of Janene. If none of your issue and Janene do not survive you, the entire trust estate is to be distributed to the Nevada State Children's Home as provided in paragraph II H. We presume the Nevada State Children's Home is a qualified charity. Please tell us if you want us to investigate that or if you want us to specify that as a requirement in paragraph H. We advise you do that.

Paragraph II J. empowers the Trustee to terminate any trust with less than \$50,000 in assets if the Trustee determines that to be appropriate.

The Trust Agreement names you as sole Trustee. Your successor Trustee provisions are in paragraph IV A. They are complicated so please carefully review them and tell us if you want them changed. We discussed the conflicts of interest those provisions create, and you are not concerned about that.

Article VI contains some extremely complicated provisions regarding the generation-skipping transfer tax. We understand from you that your estate is large enough to be subject to this tax. Therefore, you must be careful to properly allocate your GSTT exemptions whenever you make gifts and on your death.

Article VII of your Trust Agreement provides all trust property is to be taxed in proportion to its inclusion in your gross estate. Articles VII of your Wills provide all estate taxes on property in your probate estates are to be paid out of the residue of your estates (this should not include your personal effects), and all property distributed outside of either the Trust or your Wills (such as life insurance and retirement plan interests) is to be taxed in proportion to its inclusion in your gross estate, subject to some special allocation provisions that are in the Wills, Trust Agreement and in the law. Please note the Marital Trust is subjected to the average federal estate tax rate applicable to the surviving spouse, because Internal Revenue Code §2207A is specifically waived. If that provision is not waived, then the Marital Trust would be subject to the maximum federal estate tax rate applicable to the surviving spouse. Please advise us if you want that provision to apply.

Most of the remaining trust provisions are standard legal provisions, including broad Trustee powers, but should, of course, still be reviewed carefully by you.

The Trust Agreement is designed to accomplish five main objectives. First, it is the primary device for distributing your assets on your deaths. Second and Third, through the Marital Trust and Decedent's Trust provisions, federal estate taxes might be reduced and distributions will be partially controlled as you requested. Fourth, any property transferred

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June 29, 2006
Page 5

to the trust during your lifetime is not subject to probate administration on your death, and the probate court does not retain jurisdiction over the administration of the various trusts. Fifth, the Trust Agreement is a private instrument which will not become a matter of public record. However, some banks and other institutions may require a copy of the Trust Agreement or a Certificate of Trust Agreement to complete transfer of assets to the trust. The first, signature and Trustee pages should satisfy most such requests, but we will prepare such a Certificate for you if you would like.

WILL

The enclosed Will is a "pourover" Will. The Will provides your personal effects are to be distributed as you provide in a list you can prepare and amend from time-to-time. Any personal effects not distributed pursuant to the list are to be distributed to your children in equal shares. A 30-day survivorship period is specified. The Will also provides for the residue of each of your estates to be poured-over into the Trust and distributed according to its terms. We recommend you transfer all of your personal effects to the trust if you have not already done so. If you have not done so, please discuss that with us.

LIFE INSURANCE

We understand any life insurance you have is in irrevocable trusts so the proceeds of those policies should be excluded from your estate for federal estate tax purposes. Please tell us if you want to discuss any of your life insurance planning.

RETIREMENT ACCOUNTS

We understand you do not have any retirement accounts. If that is incorrect, please discuss with us how to plan for that.

BOND

As initially drafted, the Trust Agreement and Will waive a requirement for the Trustee and Executor to post bond. Bond is a statutory requirement unless waived. The purpose of a bond is to protect the estate and beneficiaries from certain improper actions of the Trustees and Executors toward the estate property. The bond is an expense chargeable to the trust and/or estate. If you desire to require your Trustees and Executors to post bond, please advise me so we can revise the documents accordingly before you execute them.

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WJ 000445

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This is an appropriate time to consider executing a Durable Power of Attorney for Health Care Decisions, a Declaration (Living Will) directing your physician to take you off of life support, a General Power of Attorney to authorize someone to handle all of your financial affairs even if you become incapacitated, and organ donation. If you are interested in any of these items, or if you have any questions about them, please call me.

After you have had an opportunity to review the enclosures, please call to discuss any changes or additions you desire. If the documents are satisfactory, please call to arrange an appointment to execute the originals.

Sincerely yours,



L. Robert LeGoy, Jr.

LRL:dd
Enclosures
cc(w/encls.): Mr. Geoff Grenert

MCL002076

WJ 000446

MCL002077

WJ 000447

Mann, Sue

From: Mann, Sue
Sent: Monday, May 01, 2017 12:57 PM
To: 'ddwiggins@sdfnlaw.com'
Cc: 'jhood@sdfnlaw.com'; LeGoy, Bob
Subject: SSJ's Issue Trust Agreement
Attachments: image001.png.txt; SSJ Issue Trust Ltr & Financials.PDF.txt

Categories: Secure Message
e2DraftID: 400b95e3c3

Dear Ms. Dwiggins and Mr. Hood:

Please find attached correspondence from Bob LeGoy dated May 1, 2017, regarding the SSJ's Issue Trust. Please feel free to contact our office if you have any problems with this transmission.

Sincerely,

Sue Mann, Legal Assistant to
L. Robert LeGoy, Jr., Esq.
and Christopher M. Stanko, Esq.
Maupin, Cox & LeGoy, A Professional Corporation
4785 Caughlin Parkway
Reno, Nevada 89519
(775) 827-2000
(775) 827-2185 (facsimile)
smann@mcllawfirm.com
www.mcllawfirm.com

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Mann, Sue

From: Mann, Sue
Sent: Monday, May 01, 2017 1:02 PM
To: 'a.smrt@yahoo.com'
Cc: LeGoy, Bob
Subject: SSJ's Issue Trust
Attachments: image001.png.txt; SSJ Issue Trust Ltr & Financials.PDF.txt

Categories: Secure Message
e2DraftID: 15898342e9

Dear Ms. Fields:

Please find attached correspondence from Bob LeGoy dated May 1, 2017, regarding the SSJ's Issue Trust. Please feel free to contact our office if you have any problems with this transmission.

Sue Mann, Legal Assistant to
L. Robert LeGoy, Jr., Esq.
and Christopher M. Stanko, Esq.
Maupin, Cox & LeGoy, A Professional Corporation
4785 Caughlin Parkway
Reno, Nevada 89519
(775) 827-2000
(775) 827-2185 (facsimile)
smann@mcllawfirm.com
www.mcllawfirm.com

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Reno, Nevada 89520
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Telephone
(775) 827-2000

Facsimile
(775) 827-2185

May 1, 2017

Ms. Wendy Ann Jaksick and children
c/o Ms. Dana A. Dwiggin, Esq. and
Mr. Joshua M. Hood, Esq.
Solomon Dwiggin & Freer, Ltd.
Via Email: ddwiggin@sdfnlaw.com
jhoo@sdfnlaw.com

Mr. Stanley S. Jaksick, Co-Trustee, and children
Via Email: ssj3232@aol.com

Mr. Todd B. Jaksick, Co-Trustee, and children
Via Email: tjaksick@gmail.com

Ms. Alexi Fields, and children
Via Email: a.smrt@yahoo.com

Re: The SSJ's Issue Trust Agreement

Dear Wendy, Lexi, Stan, Todd, and children:

As you all know, your Dad and Grandfather, Sam Jaksick, executed the SSJ's Issue Trust Agreement on February 21, 2007, to form a new Trust for purposes of holding real estate. He thereafter funded it with property and entities owning properties. Sam named one of his two sons, Todd Jaksick, as the sole Trustee of that Trust. Subparagraph B.3. of Article II on page 5 specifies that no distributions will be made from the Trust, but the Trustee will hold real property and personal property for the use of Sam's "issue." Paragraph B. of Article IV starting on page 22 specifically says that Todd, as the sole Trustee, has the sole discretion to permit any of Sam's issue to use and occupy any real property owned by the Trust. We are informed and believe that Sam's only "issue" at this time are Wendy, Stan, and Todd, and their children.

In addition to transferring to the Trust properties and entities owning properties, Sam also had the Trust purchase insurance on his life. All the proceeds of Sam's life insurance were paid to the SSJ's Issue Trust after his premature death. The Trust does not permit and specifically precludes any of the cash or other properties to be

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WJ 000450

Beneficiaries of SSJ'S Issue Trust

May 1, 2017

Page 2

distributed to any persons. Sam specifically wanted Todd, as the sole Trustee, to use those life insurance proceeds to make loans to, and/or purchase assets from, Sam's Family Trust, and/or his estate, as Todd determines best. Sam also wanted Todd to use the life insurance proceeds to maintain the real properties and other assets Sam put into the Trust or the Trust later acquired.

Based on the foregoing, it is important that all of you cooperate with each other and with Todd on how and when you use these fantastic family properties that your Dad and Grandfather so carefully protected. Please remember all the properties have financial obligations and if any of those financial obligations cannot be satisfied, the properties will be lost to the family and the terms of the Trust cannot be fulfilled. They are great family assets and investments that Sam amassed and developed during his lifetime and entrusted Todd to continue. Please therefore work with Todd in arranging to use the properties so that they can last for all your lifetimes.

Sam very carefully constructed the Trust. He did so because he loved the magnificent and unique properties he put into the Trust and he wanted them protected for his family for as long as possible. Under current law, that could be for generations in the future. Sam also specifically named Todd to carry out his wishes and Todd has a fiduciary, as well as a moral, obligation to do that for Sam. All of you have a legal, as well as a moral, obligation to honor Sam's intentions and allow Todd to do his job as Trustee of the Trust. Please also note that paragraph I. of Article IV on page 13 permits Todd to be paid reasonable compensation for serving in this very important and difficult fiduciary capacity.

If any of you has any additional questions about this great family-planning Trust that Sam so carefully designed, please call me at any time. Todd has authorized our firm to openly discuss all these issues with any of you or your lawyers, but please be advised that Sam's Trust will be paying us for our time to discuss these matters with you or your lawyers.

In addition to the foregoing, we are enclosing a copy of the annual accounting for the SSJ's Issue Trust for the period ending December 31, 2016. Please call us if you have any questions about it.

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MAUPIN, COX & LeGOY


Beneficiaries of SSJ'S Issue Trust

May 1, 2017

Page 3

Our firm is honored to be helping the Trustees and Executors of Sam's Trust and estate to fulfill Sam's desire as expressed in his estate planning documents. He was a great man, and it is an honor for our firm to be associated with him.

Sincerely yours,

A handwritten signature in black ink, appearing to read "L. Robert LeGoy, Jr.", written in a cursive style.

L. Robert LeGoy, Jr.

LRL:sm

Enclosure

J:\wpdata\LRL\Estate Plans\Jaksick Trust Administration\2017\SSJ ltr to benes 040617.docx

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WJ 000452



April 26, 2016

Dear Shareholder:

Full House Resorts-Colorado received their Colorado Gaming license on Thursday, February 18th.

In order for Full House Resorts-Colorado to conduct gaming in Colorado, they must also be licensed by the State of Indiana. At this time, we believe the Indiana approval will occur by May 1st.

Upon Indiana granting Full House Resorts-Colorado a gaming license to conduct gaming operations in the State of Colorado, we anticipate the transfer of ownership to occur within five business days or less.

The proceeds from the sale will be distributed in three tranches. Please see the attached distribution sheet for amount and timing of each tranche. Please note **all amounts are best estimates** prepared by our accounting firm BKD.

In order for you to receive your sales proceeds on a timely basis, all Shareholders must provide the following information to Pioneer Group, Inc. **no later than April 29th**:

- 1) A fully executed copy of the attached Mutual Waiver and Release Agreement.
- 2) Preferred mailing address to receive your distribution by check, or wiring instructions direct to your bank account which must include:
 - a. Name on Account
 - b. Title of Account (checking, savings)
 - c. Bank Name
 - d. Bank's City, State
 - e. Your Account Number
 - f. Routing Number (ABA).

Please return the attached Mutual Waiver and Release Agreement and wiring/ mailing instructions by way of email or overnight delivery to:

Email to: ddouglass@outlook.com or marcmurphy@brancobillys.biz

Overnight mail to:	Marc Murphy	or	Dan Douglass
	c/o Bronco Billy's		6417 Lakeside Drive, Suite 104
	233 E. Bennett Avenue		Reno, NV 89511
	Cripple Creek, CO 80813		

Sincerely,

Dan Douglass, President
Pioneer Group, Inc.

233 E Bennett Ave ♦ PO Box 590 ♦ Cripple Creek, CO 80813
719-689-2142 ♦ Fax 719-689-2869
brancobillyscasino.com ♦ mvp@brancobillyscasino.com

MCL002123

WJ 000453

PIONEER GROUP, INC.
ESTIMATED TIMING AND AMOUNT OF CASH DISTRIBUTIONS

	Todd Trust Under Sam Jakaick Fam. <u>12.68285%</u>	Todd Jakaick Family Trust <u>6.0000%</u>
Estimated Total Cash Available To Distribute (Note 1)	<u>3,226,569</u>	<u>1,526,424</u>
Cash Distributed:		
On Closing Date	2,663,399	1,260,000
Upon Final Working Capital Settlement (Note 2)	163,901	87,000
Release of Escrowed Funds (Note 3)	<u>379,269</u>	<u>179,424</u>
Projected Total Cash Distributed	<u>3,226,569</u>	<u>1,526,424</u>

Note 1 - Estimated cash is based upon March 31, 2016 balance sheet of Pioneer Group. The total amount will change and the change could be significant based upon the closing date balance sheet.

Note 2 - This is estimated to be 90-120 days post closing date

Note 3 - To be released twelve months after closing date, assuming no claims by the Purchaser.

Note 4 - For purposes of this Estimate, non-sufficient funds checks held at March 31, 2016 are deemed to be 100% uncollectible

Note 5 - Not reflected in total cash distributed above is the liquidation value of the residential real estate lots owned in the Elk Grove development.

MUTUAL WAIVER AND RELEASE AGREEMENT

This Mutual Waiver and Release Agreement (this "Release") is made and effective as of _____, 2016 (the "Effective Date"). Reference is hereby made to that certain Purchase and Sale Agreement, dated as of September 27, 2015 (together with all amendments, supplements, modifications, appendices, assignments and addenda thereto, the "Agreement"), by and between Pioneer Group, Inc., a Nevada corporation (the "Company"), and FHR-Colorado LLC, a Colorado corporation ("Buyer"). Capitalized terms used in this Release and not defined herein shall have the respective meanings assigned to such terms in the Agreement.

RECITALS

WHEREAS, pursuant to the Agreement, the Company has agreed to sell, transfer and assign to Buyer, and Buyer has agreed to purchase the Purchased Assets and assume the Assumed Liabilities (the "Sale");

WHEREAS, following Closing, the Company shall make a distribution of the proceeds from the Sale to its stockholders (each, a "Stockholder") and shall no longer have a stake in the Business; and

WHEREAS, the Company Parties (as defined below) and the Stockholder Parties (as defined below) desire to mutually release each other from any and all Claims (as defined below) as a result of the Sale or otherwise.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the Company and the undersigned Stockholder hereby covenant and agree as follows:

1. Recitals. The recitals are incorporated herein by this reference.
2. Selected Definitions. As used in this Release, the following capitalized terms shall have the following meanings:

(a) "Affiliate" means, with respect to a specified Person (as defined below), any other Person who or which is (i) directly or indirectly controlling, controlled by or under common control with such specified Person, or (ii) any member, stockholder, director, officer, manager, or comparable principal of, or relative or spouse of, such specified Person. For purposes of this definition, "control," "controlling" and "controlled" mean, with respect to any Person, the possession, directly or indirectly, of the power to direct, cause or influence the direction of the management or policies of such Person.

(b) "Damages" means any and all Liabilities (as defined below), losses, damages, claims, demands and expenses, including interest, penalties, attorneys' fees and all amounts paid in investigation, defense or settlement of any of the foregoing.

(c) "Governmental Authority" means any federal, state, municipal or local government, governmental authority, regulatory or administrative agency, governmental

commission, department, board, bureau, instrumentality, body, court, tribunal, arbitrator or arbitral body.

(d) "Liabilities" means any direct or indirect liabilities, indebtedness, obligations, commitments, costs, expenses, fees, disbursements, fines, penalties, sanctions, interests, claims, causes of action (including any claims for attorney's fees or costs), deficiencies, guaranties or endorsements of or by any Person of any type or of whatever kind or nature.

(e) "Person" means a natural person, corporation, partnership, limited liability company, partnership (of any kind, including any limited liability partnership), joint venture, syndicate, trust, estate, unincorporated organization, association, organization or any other entity, including any Governmental Authority, and including any successor, by merger or otherwise, of any of the foregoing.

(f) For purposes of this Release, (i) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation"; (ii) the word "or" is not exclusive; (iii) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Release as a whole; (iv) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (v) words denoting any gender include all genders. The parties drafted this Release without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

3. Mutual Release of Claims.

(a) By the Company. The Company, on its own behalf and on behalf of all of its successors, predecessors, assigns, Affiliates, affiliated or associated Persons, attorneys, agents, representatives, and all of those who may collect through the Company (collectively, the "Company Parties"), hereby releases the Stockholder Parties from any and all Damages, whether accrued, past, present or future, absolute or contingent, matured or unmatured, liquidated or unliquidated, or known or unknown, arising out of or relating to any facts or matters occurring on or prior to the Effective Date, whether claims are alleged or asserted or could have been alleged or asserted against the Stockholder Parties on or prior to the Effective Date, or such claims are or could be alleged or asserted against the Stockholder Parties at any time after the Effective Date (collectively, the "Company Claims").

(b) By Stockholder. The undersigned Stockholder, in his or her or its capacity as such and in every other capacity, and on his, her or its own behalf and on behalf of all of his, her or its successors, predecessors, heirs, assigns, Affiliates, affiliated or associated Persons, attorneys, agents, representatives, and all of those who may collect through such Stockholder (collectively, the "Stockholder Parties"), hereby releases each of the Company Parties from any and all Damages, whether accrued, past, present or future, absolute or contingent, matured or unmatured, liquidated or unliquidated, or known or unknown, arising out of or relating to any facts or matters occurring on or prior to the Effective Date, whether claims are alleged or asserted or could have been alleged or asserted against the Company Parties on or prior to the Effective Date, or such claims are or could be alleged or asserted against the Company Parties at any time after the Effective Date (collectively, the "Stockholder Claims" and together with the Company Claims, the "Claims")

Each of the releases in this Section 3 are intended to be a general release applicable to all Claims, with the sole exception that each of the Company Parties and each of the Stockholder Parties shall be entitled to enforce any rights each has under this Release and/or the Agreement. In connection with its general releases as set forth herein, each party to this Release hereby expressly (i) assumes the risk that there may be relevant facts or circumstances which may be materially different than those presently known to (or believed to be true by) such party, and (ii) waives the applicability of any provision of applicable law that provides a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor. The parties acknowledge that the foregoing waiver was bargained for separately.

4. Representations and Warranties. Each party to this Release hereby warrants and represents that he, she or it has not assigned or transferred to any Person any Claim, or any part or portion thereof, and that each individual executing this Release on behalf of any Person has the authority to execute this Release in such capacity. Each party to this Release has carefully evaluated the provisions of this Release and has not relied on any recommendation, representation, warranty or advice of or from the other party hereto or any of its agents, employees, or Affiliates in making its determination to enter into this Release and the transactions contemplated hereby and thereby.

5. Beneficiaries. This Release is made for the benefit of each of the Company Parties and each of the Stockholder Parties, and each of the foregoing Persons is expressly authorized by the parties hereto to rely hereupon and to enforce any and all of the provisions of this Release; provided; however, that the parties hereto acknowledge that, except to the extent set forth in this Release, no benefit to any third party is intended to be conferred hereby.

6. Miscellaneous.

(a) Any notices, requests, consents, claims, demands, waivers, summons or other legal process, or similar types of communications hereunder (each, a "Notice") must be in writing and addressed to the relevant party at the address set forth below (or to such other address that may be designated by the receiving party from time-to-time in accordance with this Section 6(a)). All Notices must be delivered by (i) personal delivery, (ii) nationally recognized overnight courier (with all fees pre-paid), (iii) certified or registered mail (in each case, return receipt requested, postage prepaid), or (iv) facsimile or email followed by delivery pursuant to one of clauses (i)-(iii) above. A Notice is effective only upon receipt by the receiving party.

If to the Company:

Dan Douglass
Pioneer Group, Inc.
6147 Lakeside Drive
Suite 104
Reno Nevada 89511
Email: ddouglass@outlook.com

with a copy to:

Brownstein Hyatt Farber Schreck, LLP
Attn: Angela Otto, Esq.
100 N. City Parkway, Suite 1600
Las Vegas, NV 89106

Email: aotto@bhfs.com
Fax: 702.382.8135

If to Stockholder:

Email: _____
Fax: _____

(b) This Release and all matters arising out of or relating to this Release are governed by, and construed in accordance with, the laws of the State of Nevada, without regard to the conflict of laws provisions of such State. Any legal suit, action or proceeding arising out of or based upon/relating to this Release must be instituted in the federal courts of the United States of America or the courts of the State of Nevada, in each case located in the Clark County, Nevada, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by certified mail in accordance with Section 6(a) will be effective service of process for any suit, action or other proceeding brought in any such court.

(c) This Release and each of the terms and provisions hereof may only be amended, modified, waived or supplemented by an agreement in writing signed by each party hereto.

(d) Neither party hereto may assign, transfer or delegate any or all of its rights or obligations under this Release without the prior written consent of the other party, which consent may be granted or withheld in such party's sole discretion. No assignment will relieve the assigning party of any of its obligations hereunder. Any attempted assignment, transfer or other conveyance in violation of the foregoing will be null and void. This Release will inure to the benefit of and be binding upon each of the Company Parties and each of the Stockholder Parties and each of their respective permitted successors and permitted assigns.

(e) This Release may be executed in counterparts, each of which is deemed an original, but all of which constitutes one and the same agreement. Delivery of an executed counterpart of this Release electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Release.

(f) The headings in this Release are for reference only and do not affect the interpretation of this Release.

(g) If any term or provision of this Release is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Release so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(h) This Release constitutes the sole and entire agreement of the parties hereto with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

(i) TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW THAT CANNOT BE WAIVED, EACH PARTY HEREBY WAIVES, AND COVENANTS THAT IT WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE), ANY RIGHT TO TRIAL BY JURY IN ANY FORUM IN RESPECT OF ANY ISSUE, CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING IN WHOLE OR IN PART UNDER, RELATED TO, BASED ON OR IN CONNECTION WITH THIS RELEASE OR THE SUBJECT MATTER HEREOF, WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER SOUNDING IN TORT OR CONTRACT OR OTHERWISE. ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF EACH SUCH PARTY TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

[Signatures appear on the following pages.]

IN WITNESS WHEREOF, the parties hereto have entered into this Release as of the Effective Date.

"COMPANY"

PIONEER GROUP, INC.,
a Nevada corporation

By: _____

Name: _____

Its: _____

"STOCKHOLDER":

[Name]

MUTUAL WAIVER AND RELEASE AGREEMENT

This Mutual Waiver and Release Agreement (this "Release") is made and effective as of _____, 2016 (the "Effective Date"). Reference is hereby made to that certain Purchase and Sale Agreement, dated as of September 27, 2015 (together with all amendments, supplements, modifications, appendices, assignments and addenda thereto, the "Agreement"), by and between Pioneer Group, Inc., a Nevada corporation (the "Company"), and FHR-Colorado LLC, a Colorado corporation ("Buyer"). Capitalized terms used in this Release and not defined herein shall have the respective meanings assigned to such terms in the Agreement.

RECITALS

WHEREAS, pursuant to the Agreement, the Company has agreed to sell, transfer and assign to Buyer, and Buyer has agreed to purchase the Purchased Assets and assume the Assumed Liabilities (the "Sale");

WHEREAS, following Closing, the Company shall make a distribution of the proceeds from the Sale to its stockholders (each, a "Stockholder") and shall no longer have a stake in the Business; and

WHEREAS, the Company Parties (as defined below) and the Stockholder Parties (as defined below) desire to mutually release each other from any and all Claims (as defined below) as a result of the Sale or otherwise.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the Company and the undersigned Stockholder hereby covenant and agree as follows:

1. Recitals. The recitals are incorporated herein by this reference.
2. Selected Definitions. As used in this Release, the following capitalized terms shall have the following meanings:

(a) "Affiliate" means, with respect to a specified Person (as defined below), any other Person who or which is (i) directly or indirectly controlling, controlled by or under common control with such specified Person, or (ii) any member, stockholder, director, officer, manager, or comparable principal of, or relative or spouse of, such specified Person. For purposes of this definition, "control," "controlling" and "controlled" mean, with respect to any Person, the possession, directly or indirectly, of the power to direct, cause or influence the direction of the management or policies of such Person.

(b) "Damages" means any and all Liabilities (as defined below), losses, damages, claims, demands and expenses, including interest, penalties, attorneys' fees and all amounts paid in investigation, defense or settlement of any of the foregoing.

(c) "Governmental Authority" means any federal, state, municipal or local government, governmental authority, regulatory or administrative agency, governmental

commission, department, board, bureau, instrumentality, body, court, tribunal, arbitrator or arbitral body.

(d) "Liabilities" means any direct or indirect liabilities, indebtedness, obligations, commitments, costs, expenses, fees, disbursements, fines, penalties, sanctions, interests, claims, causes of action (including any claims for attorney's fees or costs), deficiencies, guaranties or endorsements of or by any Person of any type or of whatever kind or nature.

(e) "Person" means a natural person, corporation, partnership, limited liability company, partnership (of any kind, including any limited liability partnership), joint venture, syndicate, trust, estate, unincorporated organization, association, organization or any other entity, including any Governmental Authority, and including any successor, by merger or otherwise, of any of the foregoing.

(f) For purposes of this Release, (i) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation"; (ii) the word "or" is not exclusive; (iii) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Release as a whole; (iv) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (v) words denoting any gender include all genders. The parties drafted this Release without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

3. Mutual Release of Claims.

(a) By the Company. The Company, on its own behalf and on behalf of all of its successors, predecessors, assigns, Affiliates, affiliated or associated Persons, attorneys, agents, representatives, and all of those who may collect through the Company (collectively, the "Company Parties"), hereby releases the Stockholder Parties from any and all Damages, whether accrued, past, present or future, absolute or contingent, matured or unmatured, liquidated or unliquidated, or known or unknown, arising out of or relating to any facts or matters occurring on or prior to the Effective Date, whether claims are alleged or asserted or could have been alleged or asserted against the Stockholder Parties on or prior to the Effective Date, or such claims are or could be alleged or asserted against the Stockholder Parties at any time after the Effective Date (collectively, the "Company Claims").

(b) By Stockholder. The undersigned Stockholder, in his or her or its capacity as such and in every other capacity, and on his, her or its own behalf and on behalf of all of his, her or its successors, predecessors, heirs, assigns, Affiliates, affiliated or associated Persons, attorneys, agents, representatives, and all of those who may collect through such Stockholder (collectively, the "Stockholder Parties"), hereby releases each of the Company Parties from any and all Damages, whether accrued, past, present or future, absolute or contingent, matured or unmatured, liquidated or unliquidated, or known or unknown, arising out of or relating to any facts or matters occurring on or prior to the Effective Date, whether claims are alleged or asserted or could have been alleged or asserted against the Company Parties on or prior to the Effective Date, or such claims are or could be alleged or asserted against the Company Parties at any time after the Effective Date (collectively, the "Stockholder Claims" and together with the Company Claims, the "Claims")

Each of the releases in this Section 3 are intended to be a general release applicable to all Claims, with the sole exception that each of the Company Parties and each of the Stockholder Parties shall be entitled to enforce any rights each has under this Release and/or the Agreement. In connection with its general releases as set forth herein, each party to this Release hereby expressly (i) assumes the risk that there may be relevant facts or circumstances which may be materially different than those presently known to (or believed to be true by) such party, and (ii) waives the applicability of any provision of applicable law that provides a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor. The parties acknowledge that the foregoing waiver was bargained for separately.

4. Representations and Warranties. Each party to this Release hereby warrants and represents that he, she or it has not assigned or transferred to any Person any Claim, or any part or portion thereof, and that each individual executing this Release on behalf of any Person has the authority to execute this Release in such capacity. Each party to this Release has carefully evaluated the provisions of this Release and has not relied on any recommendation, representation, warranty or advice of or from the other party hereto or any of its agents, employees, or Affiliates in making its determination to enter into this Release and the transactions contemplated hereby and thereby.

5. Beneficiaries. This Release is made for the benefit of each of the Company Parties and each of the Stockholder Parties, and each of the foregoing Persons is expressly authorized by the parties hereto to rely hereupon and to enforce any and all of the provisions of this Release; provided; however, that the parties hereto acknowledge that, except to the extent set forth in this Release, no benefit to any third party is intended to be conferred hereby.

6. Miscellaneous.

(a) Any notices, requests, consents, claims, demands, waivers, summons or other legal process, or similar types of communications hereunder (each, a "Notice") must be in writing and addressed to the relevant party at the address set forth below (or to such other address that may be designated by the receiving party from time-to-time in accordance with this Section 6(a)). All Notices must be delivered by (i) personal delivery, (ii) nationally recognized overnight courier (with all fees pre-paid), (iii) certified or registered mail (in each case, return receipt requested, postage prepaid), or (iv) facsimile or email followed by delivery pursuant to one of clauses (i)-(iii) above. A Notice is effective only upon receipt by the receiving party.

If to the Company:

Dan Douglass
Pioneer Group, Inc.
6147 Lakeside Drive
Suite 104
Reno Nevada 89511
Email: ddouglass@outlook.com

with a copy to:

Brownstein Hyatt Farber Schreck, LLP
Attn: Angela Otto, Esq.
100 N. City Parkway, Suite 1600
Las Vegas, NV 89106

Email: aotto@bhfs.com
Fax: 702.382.8135

If to Stockholder:

Email: _____
Fax: _____

(b) This Release and all matters arising out of or relating to this Release are governed by, and construed in accordance with, the laws of the State of Nevada, without regard to the conflict of laws provisions of such State. Any legal suit, action or proceeding arising out of or based upon/relating to this Release must be instituted in the federal courts of the United States of America or the courts of the State of Nevada, in each case located in the Clark County, Nevada, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by certified mail in accordance with Section 6(a) will be effective service of process for any suit, action or other proceeding brought in any such court.

(c) This Release and each of the terms and provisions hereof may only be amended, modified, waived or supplemented by an agreement in writing signed by each party hereto.

(d) Neither party hereto may assign, transfer or delegate any or all of its rights or obligations under this Release without the prior written consent of the other party, which consent may be granted or withheld in such party's sole discretion. No assignment will relieve the assigning party of any of its obligations hereunder. Any attempted assignment, transfer or other conveyance in violation of the foregoing will be null and void. This Release will inure to the benefit of and be binding upon each of the Company Parties and each of the Stockholder Parties and each of their respective permitted successors and permitted assigns.

(e) This Release may be executed in counterparts, each of which is deemed an original, but all of which constitutes one and the same agreement. Delivery of an executed counterpart of this Release electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Release.

(f) The headings in this Release are for reference only and do not affect the interpretation of this Release.

(g) If any term or provision of this Release is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Release so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(h) This Release constitutes the sole and entire agreement of the parties hereto with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

(i) TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW THAT CANNOT BE WAIVED, EACH PARTY HEREBY WAIVES, AND COVENANTS THAT IT WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE), ANY RIGHT TO TRIAL BY JURY IN ANY FORUM IN RESPECT OF ANY ISSUE, CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING IN WHOLE OR IN PART UNDER, RELATED TO, BASED ON OR IN CONNECTION WITH THIS RELEASE OR THE SUBJECT MATTER HEREOF, WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER SOUNDING IN TORT OR CONTRACT OR OTHERWISE. ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF EACH SUCH PARTY TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

[Signatures appear on the following pages.]

IN WITNESS WHEREOF, the parties hereto have entered into this Release as of the Effective Date.

"COMPANY"

PIONEER GROUP, INC.,
a Nevada corporation

By: _____

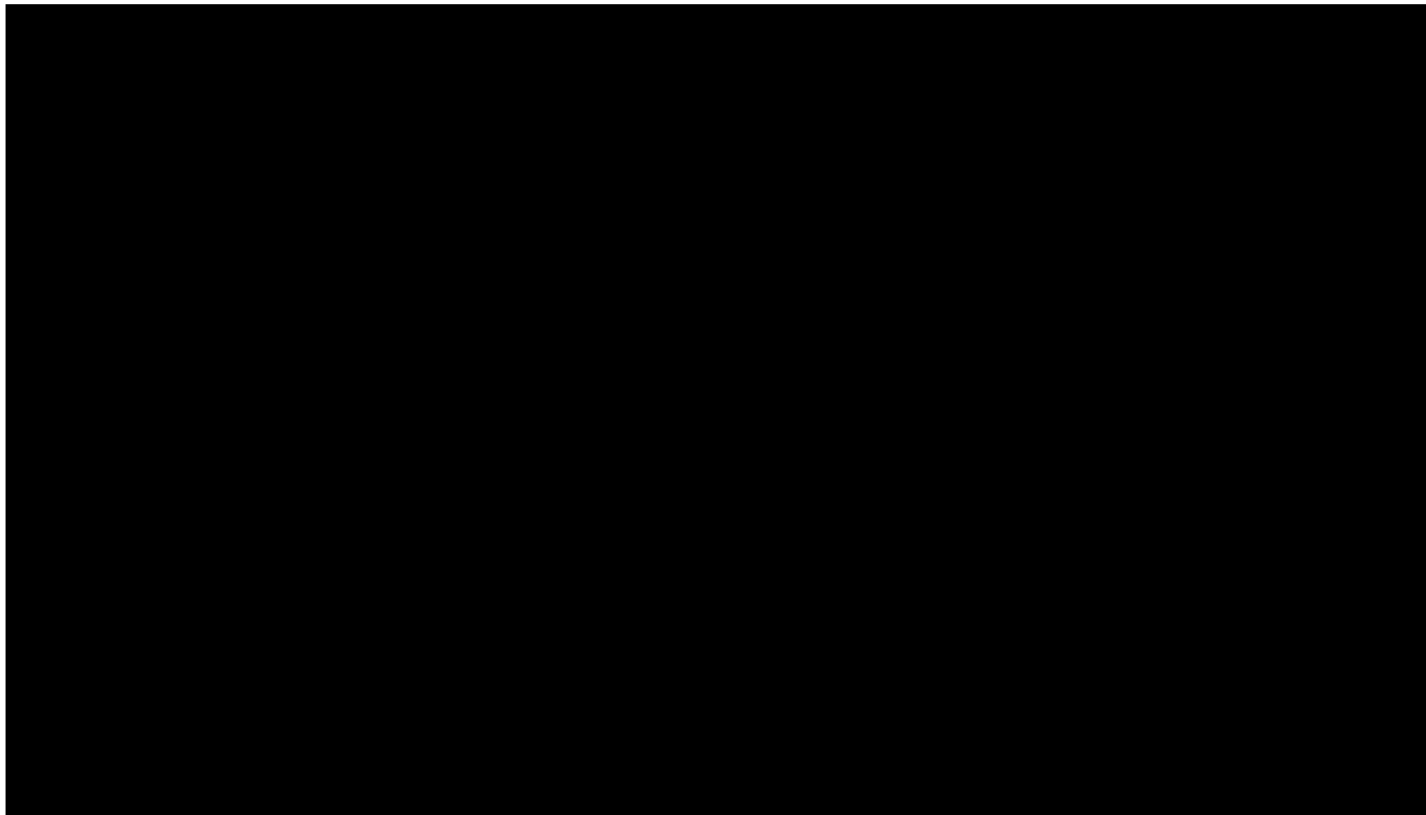
Name: _____

Its: _____

"STOCKHOLDER":

[Name]

McQuaid, Brian



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

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

See accountant's compilation report

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

	<u>Schedule</u>	<u>Fiduciary Acquisition Value</u>
CASH:		
RBC Wealth Management, US Govt Money Market Fund	2	\$ 8,287.68
UMPQUA, Checking account	3	33,052.00
First Independent Bank, Checking account #840	4	2,926.71
Wells Fargo, Checking account	5	8,737.28
Wells Fargo, Savings account	6	450.48
Bank of America, Checking account	7	795.82
MARKETABLE SECURITIES:		
United Technologies Corporation (140 shares)		13,050.80
PERSONAL PROPERTY:		
Various		107,880.00
NOTES RECEIVABLE:		
Jaksick Family LLC (including accrued interest of \$1.22)		2,902.22
Home Camp Land & Livestock Co (including accrued interest of \$4,324.34)		103,465.68
Todd Jaksick Family Trust (including accrued interest of \$60.16)		122,060.16
TBJ SC Trust (including accrued interest of \$587.37)		103,659.16
Todd Jaksick (including accrued interest of \$4,993.15)		79,993.15
ALSB LTD (including accrued interest of \$2,462.17)		415,460.65
Bright Holland Co (including accrued interest of \$22,911.02)		267,315.68
REAL ESTATE:		
4005 Quail Rock Lane, Reno NV		540,000.00
CLOSELY HELD BUSINESSES:		
	A1	6,574,335.00
TOTAL ASSETS ON HAND, BEGINNING OF PERIOD		\$ 8,384,373.37

See accountant's compilation report

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

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

See accountant's compilation report

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

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

See accountant's compilation report

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

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

See accountant's compilation report

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

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

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE E - RECEIPTS OF INCOME

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

RECEIPTS OF INCOME:

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

See accountant's compilation report

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

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

See accountant's compilation report

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

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

See accountant's compilation report

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

NOTES RECEIVABLE:

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

See accountant's compilation report

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

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

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE H - NON-CASH TRANSACTIONS

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

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

See accountant's compilation report

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

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

See accountant's compilation report

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

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

See accountant's compilation report

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

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

See accountant's compilation report

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

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

See accountant's compilation report

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

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

See accountant's compilation report

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

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

See accountant's compilation report

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

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

See accountant's compilation report

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

	<u>Amounts</u>
UNPAID CLAIMS (continued):	
Note Payable - Todd Jaksick (from life insurance trust) Principal amount of \$231,432.07 due and payable December 31, 2017. Interest is payable annually at 5% per annum with a default rate of 12% per annum. Currently in default. Interest is accrued at 5% annual rate.	280,571.75
Note Payable - Stan Jaksick (from life insurance trust) Principal amount of \$231,432.07 due and payable December 31, 2017. Interest is payable annually at 5% per annum with a default rate of 12% per annum. Currently in default. Interest is accrued at 5% annual rate.	280,571.75
Note payable - Stan Jaksick Original principal in the amount of \$100,000, due February 15, 2014 and bearing interest at 5% per annum.	97,996.12
Note Payable - Duck Flat Ranch LLC Original principal in the amount of \$74,487.26 bearing interest at 5% per annum.	85,446.07
Maupin Cox & LeGoy, legal fees on account	81,029.23
Note payable - Lakeridge Golf Course Ltd. Original principal in the amount of \$142,288.34 and bearing interest at 3% per annum.	75,669.54
Note Payable - Montreux Development Group LLC Demand note bearing interest at 1% per annum	75,000.00
Citibank - credit card Past due and in default	50,240.34
Note Payable - Estate of Samuel S Jaksick Jr	49,030.00
Note payable - Wendy Jaksick Demand note dated January 1, 2011	25,201.00
Bank of America - credit card Past due and in default	17,282.05
Note Payable - Nevada Pronghorn LLC No set repayment terms	11,250.00

See accountant's compilation report

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

	<u>Amounts</u>
UNPAID CLAIMS (continued):	
Note payable - Montreux Golf Club Ltd No set repayment terms	8,838.74
Roger Morris LLC, legal fees on account	8,425.00
US Treasury - unpaid payroll taxes	5,209.80
Todd Jaksick February 2014 Trustee Fee	2,000.00
Palmer Law Chtd, legal fees on account	1,125.00
Montreux Development Group LLC April 2014 office rent	750.00
Arkadin, Inc	478.27
Stan Jaksick Advance to trust from Stan	385.00
American Express - credit card Past due and in default	291.86
Burgarello Alarm	262.70
Rainbow Print and Office Supply	106.59
Washington County Treasurer Utilities 4005 Quail Rock Lane	61.13
Waste Management of Nevada Utilities 4005 Quail Rock Lane	65.82
TOTAL UNPAID CLAIMS	<u><u>\$ 3,515,127.18</u></u>

See accountant's compilation report

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

CONTINGENT TRUST OBLIGATIONS:

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

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1 - SUMMARY OF ACCOUNT
FIRST INTERSTATE BANK #772

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

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

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1A - LOAN PROCEEDS RECEIVED

FIRST INTERSTATE BANK #772

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

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

See accountant's compilation report

**SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1B - RECEIPTS OF INCOME**

FIRST INTERSTATE BANK #772

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

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

See accountant's compilation report

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

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

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

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1C - TRANSFERS
FIRST INTERSTATE BANK #772

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

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

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1D - COLLECTIONS ON LOANS RECEIVABLE
FIRST INTERSTATE BANK #772

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

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

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1E - COLLECTIONS ON INVESTMENTS

FIRST INTERSTATE BANK #772

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

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

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1F - LOANS MADE AND ADVANCES
FIRST INTERSTATE BANK #772

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

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

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1F - LOANS MADE AND ADVANCES

FIRST INTERSTATE BANK #772

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

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

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1F - LOANS MADE AND ADVANCES

FIRST INTERSTATE BANK #772

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

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

See accountant's compilation report

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

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

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST

SCHEDULE 1H - EXPENSES

FIRST INTERSTATE BANK #772

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

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

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST

SCHEDULE 1H - EXPENSES

FIRST INTERSTATE BANK #772

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

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

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST

SCHEDULE 1H - EXPENSES

FIRST INTERSTATE BANK #772

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

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

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST

SCHEDULE 1H - EXPENSES

FIRST INTERSTATE BANK #772

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

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

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST

SCHEDULE 1H - EXPENSES

FIRST INTERSTATE BANK #772

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

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

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST

SCHEDULE 1H - EXPENSES

FIRST INTERSTATE BANK #772

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

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

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 1H - EXPENSES

FIRST INTERSTATE BANK #772

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

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

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 11 - DEDUCTIONS TO PAY TRUST DEBTS

FIRST INTERSTATE BANK #772

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

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

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 11 - DEDUCTIONS TO PAY TRUST DEBTS

FIRST INTERSTATE BANK #772

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

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

See accountant's compilation report

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

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

Date	Payor	Description	Amount	Totals
ASSETS ON HAND APRIL 21, 2013				\$ 8,287.68
ADDITIONS:				
<u>Receipts of income</u>				
4/30/13	RBC US Govt mm	dividend income	\$ 0.08	
5/31/13	RBC US Govt mm	dividend income	0.07	
6/30/13	RBC US Govt mm	dividend income	0.06	
7/31/13	RBC US Govt mm	dividend income	0.07	
8/31/13	RBC US Govt mm	dividend income	0.07	
9/30/13	RBC US Govt mm	dividend income	0.07	
10/2/13	RBC US Govt mm	dividend income	0.02	
	Total dividend income		0.44	
TOTAL ADDITIONS				0.50
TOTAL CHARGEABLE ASSETS				<u>\$ 8,288.18</u>
DEDUCTIONS:				
<u>Transfers</u>				
10/15/13	First Interstate Bank #7772	Transfer		8,288.12
TOTAL DEDUCTIONS:				<u>\$ 8,288.12</u>
ASSETS ON HAND, MARCH 31, 2014				<u>\$ -</u>

See accountant's compilation report

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

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

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

See accountant's compilation report

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

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

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

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

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

See accountant's compilation report

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

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

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

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 7 - SUMMARY OF ACCOUNT
BANK OF AMERICA CHECKING

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

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

See accountant's compilation report

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October 15, 2014

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17301 West Colfax Avenue, Suite 135
Golden, Colorado 80401

Re: Stanley S. Jaksick and Todd B. Jaksick

Dear Brett:

This letter is to confirm the conversation you, Roger Morris, and I had on October 14. In that conversation, I explained paragraph F. of Article II on page 15 of the Samuel S. Jaksick, Jr. Family Trust Agreement (As restated) dated June 29, 2006, specifies that any amounts distributable in trust for the primary benefit of any lineal descendant of the Grantor pursuant to the provisions of the Trust Agreement is to be retained as a separate trust for the primary benefit of that lineal descendant for his or her entire lifetime pursuant to the subparagraphs to that paragraph F. I also explained the appointment of Trustees found in paragraph A. of Article IV on page 23 of the Trust Agreement (As Restated) were changed slightly by Sam in the Second Amendment to his Trust Agreement which he signed on December 10, 2012. In paragraph 2. on page 1 of that Second Amendment, Sam replaced Ray Benetti, CPA with Kevin Riley, CPA as a Co-Trustee to serve with Stanley S. Jaksick and Todd B. Jaksick, Sam's two sons. I have enclosed a document Kevin signed on September 17, 2014, acknowledging that he is a personal representative of the Estate of Samuel S. Jaksick, Jr., but that he resigned as a Co-Trustee effective July 31, 2013. Stanley S. Jaksick and Todd B. Jaksick acknowledge and agree Kevin Riley has not been a Co-Trustee of Sam's Trust since July 31, 2013.

The first sentence at the top of page 2 of the Second Amendment specifies in the event Kevin Riley, Stanley S. Jaksick or Todd B. Jaksick are unwilling or unable, for whatever reason, to serve as a Co-Trustee, then the remaining two of them shall thereafter serve as Co-Trustees.

Based on the foregoing, it is clear that the distributions, in trust, of stock in Pioneer Group, Inc. are to be held in the two generation-skipping trusts for Stanley S. Jaksick and

MCL002259

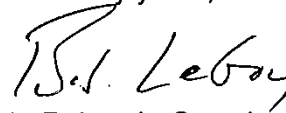
WJ 000516

Brett Buckingham, Investigator
October 15, 2014
Page 2

Todd B. Jaksick that are to be governed by the provisions paragraph F. of Article II on page 15 of the Trust Agreement and it is clear from paragraph 2. of the Second Amendment that Stan and Todd are the Co-Trustees of each of those two generation-skipping trusts.

If you have any more questions or need anything additional from our files with respect to these issues, please feel free to call or write to me at anytime.

Sincerely yours,



L. Robert LeGoy, Jr.

LRL:dd

Enclosures

cc(w/encls): Roger M. Morris, Esq. - via e-mail rmorris@lrrlaw.com

J:\wpdata\LRL\Estate Plans\Jaksick Trust Administration\2014\Buckingham.Gaming.Letter.wpd

MAUPIN, COX & LeGOY

Attorneys At Law
4785 Caughlin Parkway
Reno, Nevada 89519

P. O. Box 30000
Reno, Nevada 89520
www.mclrenolaw.com

Telephone
(775) 827-2000

Facsimile
(775) 827-2185

September 3, 2014

VIA E-MAIL - jaksickhome@live.com

Ms. Wendy Ann Jaksick Smrt
2330 Clementine Lane
Reno, Nevada 89521

Re: Your Letter dated August 16, 2014

Dear Wendy:

As you know, this law firm represents your brothers as the sole Co-Trustees of your Dad's Trusts and represents your brothers and Kevin as Co-Executors of your Dad's estate. Because your letter has legal implications, they asked our firm to formally respond to it.

We regret to inform you that no additional amounts can be paid on the Note at this time. It is an unsecured Note that is just one of your Dad's many debts. Your father fortunately and unfortunately died at a time when his assets had declined in value and he faced substantial liabilities. That is fortunate because his estate tax liability will be much less than anyone anticipated. It is unfortunate because those assets declined to such an extent and the liabilities are so high your brothers are having a very difficult time managing the satisfaction of all your Dad's creditors. Your brothers each have a Note similar to yours, and it puts the three of you in a position where you are simply unsecured creditors to your Dad's Trust. They have not received any payments on their Notes, and they are paying you because they realize you are in such a desperate financial situation. They are sorry about that, but your dad left all of you in this circumstance, even though everyone knows he never intended to do that. All of you are in this situation because of the unforeseen and unfortunate decline in the world wide real estate market and economy that occurred in 2008. Our office has seen many sad and unexpected consequences of that real estate decline. Some very wealth and successful people lost everything during that economic crash.

You can try to sell the Note if you want, but you must tell any prospective buyer that your Dad's Trust will stop making all payments and your buyer will have to sue your Dad's Trusts to try to recover anything. Our firm will defend your Dad's Trusts in the event of such a lawsuit. This defense probably cost your Dad's Trusts a substantial amount of money that would otherwise be paid to creditors or distributed to you and your brothers

MCL002332

WJ 000518


MAUPIN, COX & LeGOY

Ms. Wendy Ann Jaksick Smrt
September 3, 2014
Page 2

when the Trust administrations are completed. This is not a threat. We are telling you this because your brothers are working hard to resolve your Dad's creditor issues and at the same time, accommodating you by making the payments they are making, and they will not extend that same accommodation to anyone who purchases your Note. Our firm will not allow them to do that until your Dad's Trusts and estate are in a position where they can settle with all their creditors.

If you have any more questions about this unfortunate situation, please feel to call or write to me at any time. Please be aware I will be out of my office from September 4 to September 15 and during that time, you can talk to either Brian McQuaid or Procter Hug, IV of our office. We respectfully tell you that we regret to give you this information. Your father was a great man who tried to do his best for his entire family, and it is unfortunate that his Trusts and estate have these issues.

Sincerely yours,


L. Robert LeGoy, Jr.

LRL:dd

cc: Todd B. Jaksick, Co-Trustee
Stanley S. Jaksick, Co-Trustee
Kevin Riley, CPA, Co-Executor
Brian C. McQuaid, Esq.
Procter J. Hug, IV, Esq.

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MCL002333

WJ 000519

WENDY JAKSICK

jaksickhome@live.com

August 16, 2014

Trustees of Sam Jaksick, Jr.

Todd Jaksick

Stan Jaksick

Kevin Riley

*Draft
Response emailed to
Everyone 9/2/14*

Dear Trustees,

I am writing in reference to the Wendy Jaksick 1995 Insurance Note. I have attached my note documents below.

This note was filed with the courts as one of the outstanding debts of dads. The note was with Premier Trust, Susan Callahan, out of Las Vegas. At some point the notes were moved out of Premier Trust in order to avoid the yearly account management fee. This note is a way for me to live until the trust begins to pay for my welfare and maintenance.

The note was valued at approx. \$231,000.00 in September of 2012. As you can see from the attachment that dad signed in July 2011, he revised the past due interest on the note to be brought current, from previous years and paid on December 31, 2013. The past due interest totaling \$46,286.40 thru Dec. 31, 2013. Therefore, the note was approx. \$277,000.00. There is a reduction of approximately \$60,000.00 in distributions. (see below).

Since dads death, Todd has used this note as a way to pay me monthly as well as pay for my rent at the office, my utilities and insurance. I am waiting on an exact accounting, but roughly \$8,000.00 in medical insurance, \$8100.00 in rent for the office, \$2500.00 in utilities, various distribution of approx. \$10,000.00, and \$\$30,000.00 payout in monthly payments of \$3000.00. Todays approximate value of note \$215,000.00.

I am requesting payment in full at this time. The note has nothing to do with the trust. I do not want the trust to supervise the note. I want to eliminate monthly arguments between my brothers regarding monies paid to me and improve our relationship. They have plenty to deal with regarding dads trust. Not only can I live off of the note, but will be able to invest part of it for my future.

MCL002356

WJ 000520

My other option would be to sell the note to an outside party for a fee and they would become the note holder, but they will require tax documents and trust documents. I am sure we can find a way internally to help me with this.

I appreciate your help with this matter as soon as possible.

Thank you,

Wendy Jaksick

jaksickhome@live.com

wendyjaksick@me.

McQuaid, Brian



From: Kevin Riley
Sent: Thursday, June 05, 2014 4:24 PM
To: 'wendy jaksick'
Subject: Sam's family trust

Wendy,

I just wanted to let you know that I offered to send you an email to update you on Sam's Family Trust.

We wanted to let you know that Sam trust was due some money from Bright Holland, Jaksick Family LLC, and from Todd. Even though these notes have not been paid yet, Todd and Stan did decide to distribute the rights to collect these notes to all three beneficiaries. The distribution was equal, except that Todd was distributed his own note.

Todd, Stan, myself, and the trust attorneys had a lengthy and involved discussion on whether to distribute these notes. Todd and Stan were in the difficult position of having to come up with another \$250,000 in cash to pay taxes by July **OR** make a trust income distribution. Todd and Stan ultimately decided that it was necessary to distribute these notes, even though they can be held personally liable for having made a distribution prior to settling all tax debts. The simple reason is that there is no cash presently available to pay the taxes. The total distribution was a little over \$406,000, and your portion was a little over \$135,000. Please understand that these were only notes and **not cash**. There is not yet any cash readily available. Most importantly, this was an income distribution, so the entire \$406,000 distribution is taxable income. There will need to be money set aside to pay the tax.

Having explained that a distribution was made yesterday, I need to explain the way Sam set up his trust with respect to your share of the inheritance.

First, 20% of your 1/3 inheritance must be allocated to a trust for the benefit of Luke Jaksick (this has not yet been done)

Second, \$100,000 of your 1/3 inheritance must be allocated to a trust for the benefit of Alexi Smrt (this also has not yet been done).

Lastly, The balance of your inheritance will go into a trust for your benefit for the remainder of your life. Todd and Stan are the trustees of your trust and as trustees they have the discretion over how much and when to distribute money to you.

A notice of action is being prepared and will be circulated regarding the distribution. It is not anticipated that another distribution from Sam's trust will be done in the near future. It may very well be next June before we can make another distribution from Sam's trust. Please let me know if you have any questions.

Kevin Riley, CPA
Rossmann MacDonald & Benetti, CPA's
3838 Watt Avenue, Suite E-500
Sacramento, CA 95821
Email: Kevin@rmb-cpa.com
Web: www.rmb-cpa.com
Telephone: (916) 488-8360
Fax: (916) 488-9478

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McQuaid, Brian

From: wendy jaksick <jaksickhome@live.com>
Sent: Monday, April 14, 2014 11:35 AM
To: McQuaid, Brian; Stan Jaksick; Todd Jaksick; wendy / luke jaksick
Subject: PLANE APPRAISAL

Good Morning Brian,

I spoke with the appraiser over the weekend wondering what the hold up is. There is a few.... When I originally talked to him, he has asked what the appraisal was going to be used for. I indicated that we wanted to know its value and condition for a family member that intends on keeping the plane for his personal use. I told him that we really just wanted him to confirm the original appraisers value and if he disagreed in any way to list the reasons in the appraisal.

I was not there when he went to the ranch to inspect the plane. I did, however, give him a list of the issues that Todd had informed me of that decreased the value of that planes resale...I told him that Todd and my father took the plane to Cub Crafters, Inc. to alter the wing design by changing the original flap design as well as adding approx. 2 feet to the wings in order to decrease the overall air speed as well as allow it to land virtually anywhere on a plateau or short distance if necessary. I explained that shortly after dad picked up the plane from Cub Crafters he received a letter saying the additions were not to FAA standards and wanted the plane to be restored to its ordinal still kit. That the new design altered the gross weight for the plane and the wings support could fail causing a crash. I told him that my dad was willing to take that chance due to the fact that he rarely had the plane at full weight and wanted the benefit the altered wing span and airspeed allowed.

Todd has expressed that the plane, in its current state with these additions, would not pass a commercial inspection, due to the weight limitation restriction the added wing span and flaps alterations. Therefore, not suitable for the market of commercial bush pilot. Therefore limiting the resale market.

I told him that after speaking with Todd, that he had not gone through the detailed issues with the downfalls added to dads plane with the original appraiser and I also send him a copy of the original appraisal and told him to contact that appraiser with any questions.....That time was an issue. The sooner the better..

He informed me that he has contacted Cub Crafters and is having a difficult time getting any information or response. What he suggested was for you or Todd to call and get copies of the letter from Cub Crafters indicating its condition after the kit dad had added to the plane.

He will not finish the appraisal under the certain conditions until he researches it and then can help us to understand the possible danger or safety of dads plane allowing him to determine a value.

After looking at the first guys appraisal, he didn't see any notes of the current situation and wanted to make sure we are not talking about 2 different planes and therefore wants Tom at the ranch to run out and get a couple more photos, since it was dark when he was there and needs better photos. He asked if the plane had been painted. I told him we owned 2 of them and that the plane may have been painted and therefore the confusion, but I wasn't sure. Stan and I were at ranch this past week, but Tom did not have a set of keys to unlock the hanger for us. to take additional photos.

He is also going to give me the names of a couple appraisers that work specifically with Super Cubs for Bush Pilots that may be able to assist us better.

My suggestion.....Either way, Todd would like to acquire dads super cub...I suggest we transfer ownership of the plane to Todd with a condition that after this next appraisal is complete, we all sit down and either sign off on the 85k duck lake note as paid in full through acquiring dads Super Cub of equal value, or if the plane is valued at more, together decide a

fair number for Todd to owe the trust...OR if the value is lower than the 85k current value, the trust pay Todd the difference.

I am i no way against Todd taking ownership of dads SUPER CUB, so I will be happy to do what we need to to finalize transfer with certain conditions regarding the new concerns and possible increase or decrease in its value.

Not only for monetary issues, but as a sister who cares deeply for my brothers and their families, I want to continue to research this problem due to safety issues. I am puzzled that my dad, being the safety fanatic he was with to my son, Luke, as well as the other grandkids, would fly them in a plane whose wings were not the absolute best money could buy and knew of the danger, yet loved to take them flying..But again, I don't fly.

Let me know your thoughts. I promise I am not trying to be a problem, so hopefully this will satisfy all of us.

Take Care,

Wendy Jaksick

AGREEMENT AND CONSENT TO PROPOSED ACTION

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

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

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

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

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

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

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

1. Incorporation of Recitals. The parties agree that the recitals set forth above are true and correct and are hereby incorporated into this Agreement.
2. Agreement and Consent to Proposed Action. The Trustee of the Issue Trust, the Primary Beneficiaries, and the Company all agree and consent to the transactions described in the recitals above, specifically including, but not limited to:

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

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

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

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

Dated: 6/5/2013, 2013.

THE SSJ'S ISSUE TRUST:

By Todd B Jaksick
Todd B. Jaksick, Trustee

PRIMARY BENEFICIARIES:

Todd B Jaksick
Todd B. Jaksick

Stanley S. Jaksick
Stanley S. Jaksick

Wendy Ann Jaksick
Wendy Ann Jaksick

INCLINE TSS LTD.:

By Todd B Jaksick
Todd B. Jaksick, Manager

By Todd B Jaksick
Todd B. Jaksick, Member

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

Dotson, Doris

From: LeGoy, Bob

Sent: Tuesday, September 02, 2014 3:08 PM

To: 'Jessica Clayton'; ssj3232@aol.com; tjaksick@gmail.com; jaksickhome@live.com; a.smrt@yahoo.com

Cc: kevin@rmb-cpa.com; McQuaid, Brian

Subject: RE: Executed Agreement and Consent to Proposed Action/Promissory Note/Security Agreement and Letter to Wendy

Everyone, Thanks for the attachments. I am not going to review them unless you ask me to do that. Brian drafted them so he will review the signed finals.

However, I have attached the letter response I propose to send to Wendy. I apologize for being so slow to prepare it (and I also apologize for saying that to you guys all the time). Please give me your input on the letter. I will be out of my office from tomorrow at noon to 9/15, but Brian can revise and send the letter while I am gone if you cannot review it before I leave. I also will miss the next two Monday meetings because I will be gone for them, but Brian will call in to them.

Thanks

Bob LeGoy
L. Robert LeGoy, Jr., Esq.

Maupin, Cox & LeGoy
4785 Caughlin Parkway
P.O. Box 30000
Reno, Nevada 89520



MCL002771

WJ 000530

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(775) 827-2185 (facsimile)
Legal Assistant: Doris A. Dotson
lrlegoy@mclrenolaw.com

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From: Jessica Clayton [<mailto:jtcaytone@aol.com>]
Sent: Tuesday, September 02, 2014 2:09 PM
To: ssj3232@aol.com; tjaksick@gmail.com; jaksickhome@live.com; a.smr@gmail.com
Cc: kevin@rmb-cpa.com; McQuaid, Brian; LeGoy, Bob
Subject: Executed Agreement and Consent to Proposed Action/Promissory Note/Security Agreement

Hi all,

Attached is the executed copy of the Agreement and Consent to Proposed Action, Promissory Note and Security between SSJ Issue Trust and the Samuel S Jaksick Family Trust dated 08/28/14.

Thank you,

Jessica

MCL002773

WJ 000532

Sam Jaksick Entities

Entity	Tax ID No.	Ownership	Officers/Mgrs
ALSB, Ltd	26-4528546	Sam Jaksick 100%	Sam Jaksick, Pres/Sec/Treas
BBB Investments LLC	74-3077713	49% Sam Family Trust	Sam and Todd Managers
Basecamp LLC	88-0467643	18.75 Sam Fam. Trust	Managers Sam Ricki Haygood R. Venturacci
Bent Arrow LLC	45-0981662	100% Sam Fam. Trust	Sam – Manager
Buckhorn Land and Livestock LLC (Note: Todd exercised option 4/12)	72-1593241	25% Sam II LLC 22.5% Todd II LLC 7.5% TBJ SC Invest Trst 20% Stan III LLC 25% R. Venturacci	Managers Sam Todd Stan Randy
California Bighorn LLC	26-3328810	100% Sam Fam. Trust	Manager – Sam
Duck Flat Ranch LLC	20-2909488	49% Sam Fam. Trust 41% Aspen Streams	Manager Sam Todd Manager of Aspen Streams
Fly Ranch LLC	20-8019411	44.5% Sam Trust 40% Todd Fam. Trust 11% TBJ Invest. Trust 4.5% Stan	Manager – Todd
Gerlach Green Energy LLC	20-2137944	45% Sam Fam Trust 45% Aspen Streams 10% Stan	Managers Stan Todd Sam
Home Camp Land and Livestock Co., Inc.	88-0094937	49% TBJ Issue Trust 2% TBJ SC Trust 49% SSJ Issue Trust	Sam – Pres. Todd – Sec/Treas.
Jackrabbit Properties LLC	72-1549198	35.242% Sam I LLC 31.35% Todd I LLC 9.515% TBJ Inves. Trst 3.893% Stan II LLC 13.5% SC Ranch 6.5% G. Brown Trst	Executive Committee Stan Todd Wm Douglass
Lakecrest Realty, Inc.	88-0176565	100% Sam Trust 15,000 shares 1,000 shares issued	Sam – Pres/Treas Todd – Sec. Sam sole director
Lake-Ridge	88-0097892	100% Sam Fam. Trust	Pres/Sec/Treas Sam
Lakeridge Golf Course Ltd	88-0316355	75% Sam Fam. Trust 25% Jaksick Fam. LLC	Manager – Sam
Locnavar, LLC	20-2833015	40% Sam II LLC 20% Stan 15% Todd II LLC 25% R. Venturacci	Mangers – Todd Sam R. Venturacci

Entity	Tax ID No.	Ownership	Officers/Mgrs
			Stan
Markhor Investment Co.	46-2026752	Stan/Sam Stock Investment (Tilly)	Managers Stan Sam
Montreux Development Group LLC	88-0474136	81% Toiyabe 14% Nichols Dev. Co. 4.25% Stan I LLC	Managers Stan Sam
Montreux Golf Club Ltd	88-0317892	39% Sam Fam. Trust 96% Lakeridge Golf Course 1% Jaksick Fam. LLC	Mangers – Stan Sam
Montreux South 51 TIC		70% Toiyabe Invest Co.	Managing TIC Sam
Montreux South 80 TIC		81.75% Toiyabe	Managing TIC Sam
Pioneer Group	88-0269667	35.5870%	Sam - Director
SJ Ranch LLC	88-0505084	100% Sam Fam. Trust	Managers – Todd Sam
SSJ Issue Trust		49% Todd – Stan – Wendy Beneficiaries	Todd - Trustee
SST Westridge LLC	20-2832970	25% Sam Fam. Trust 50% Stan 25% Aspen Streams	Managers – Stan Sam Todd
Sammy Supercub Series A	27-4832839	100% Sam Fam. Trust	Managers Todd Sam
Sam I LLC	26-3368413	100% Sam 35.242 units Jackrabbit	Manager - Sam
Sam II LLC	26-3368654	100% Sam 40% Buckhorn	Manager – Sam
Sam IV LLC	26-3857459	1.25% R-Biznet	Manager – Sam
SSJ LLC	80-0768900	Sam Fam. Trust	Managers - Todd Sam
Spring Mountain Development Co., Inc.	26-3980479	Sam Fam. Trust Todd Fam. Trust TBJ SC Trust Stan Jaksick R. Venturacci	Sam – President Randy – VP Todd – Sec/Treas
Toiyabe Investment Co.	88-0264983	100% Sam Fam. Trust	Sam – Pres/Sec/Treas
White Pine Lumber	88-0121360	100% Sam Fam. Trust	Sam – Pres/Sec Todd - Treasurer

Dotson, Doris

From: LeGoy, Bob

Sent: Tuesday, September 02, 2014 3:08 PM

To: 'Jessica Clayton'; ssj3232@aol.com; tjaksick@gmail.com; jaksickhome@live.com; a.smrt@yahoo.com

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Thanks

Bob LeGoy
L. Robert LeGoy, Jr., Esq.

Maupin, Cox & LeGoy
4785 Caughlin Parkway
P.O. Box 30000
Reno, Nevada 89520



MCL002771

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lrlegoy@mclrenolaw.com

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Cc: kevin@rmb-cpa.com; McQuaid, Brian; LeGoy, Bob
Subject: Executed Agreement and Consent to Proposed Action/Promissory Note/Security Agreement

Hi all,

Attached is the executed copy of the Agreement and Consent to Proposed Action, Promissory Note and Security between SSJ Issue Trust and the Samuel S Jaksick Family Trust dated 08/28/14.

Thank you,

Jessica

MCL002773

WJ 000538

ALL of JAKSICK ENTITIES

Revised 06/05/13

Tab	Entity	Tax ID No.	Ownership	Officers/Mgrs
	ALSB LTD (corp.)	26-4528546	Sam Jaksick 100%	Sam Jaksick, Pres./Sec./Treas.
	Aspen Streams, LLC 48651.029 Managed by: Managers	20-3012504	49% Todd J. Fam. Trust 51% TBJ Investment Trust	Manager Todd Jaksick, Tstee
	B & A Aqua, LLC 48651.016 Managed by: Managers	Need EIN	100% T. Jaksick Fam. Trust	Todd Tstee - Manager
	BBB Investments, LLC 48651.014 Managed by: Managers	74-3077713	51% Todd J. Fam. Trust 49% Sam J. Fam. Trust	Sam Tstee - Manager Todd Tstee - Manager
	Basecamp, LLC Managed by: Managers	88-0467643	18.75% Sam J. Fam. Trust 18.75% Todd Fam. Trust 37.5% Randy (indiv) 25% Rick Haygood (indiv)	Managers Rick Haygood Sam Jaksick R. Venturacci
	Beaver Springs LLC	27-5503467	Todd Jaksick 50% Tim Humes Trust 50%	Managers: Todd and Tim
	Bent Arrow LLC	45-0981662	Sam Jaksick Trust 100%	Manager - Sam Jaksick
	Benny's Outdoor Adventures	47-4715263	Todd Family Trust 100%	Manager - Todd Jaksick
	Benny Runs Wild LLC	45-5453975	Todd B. Jaksick Adventures 1 LLC 80% Chad Belding 20%	Executive Committee Todd Jaksick Chad Belding
	Bright-Holland Co., Inc. 48651.026	81-0295757	13% Todd BHC Trust 13% Wendy J. BHC Trust 13% Stan J. BHC Trust 49% Todd Family Trust 12% TBJ SC Trust	Sam -President/Treasurer Todd - Secretary
	Buckhorn Land and Livestock, LLC (formerly Winn. Ranch LLC) Managed by: Managers (Todd exercised option 4/12	72-1593241	25% Sam II LLC 15% Todd II LLC 7.5% TBJ Invest. Trst 20% Stan III LLC 25% Randy Venturacci	Managers: Sam - Manager Todd - Manager Stan - Manager Randy - Manager
	California Bighorn, LLC 48651.033 Managed by: Managers	26-3328810	100% Sam J. Fam. Trust	Sam Jaksick - Manager

Tab	Entity	Tax ID No.	Ownership	Officers/Mgrs
	Duck Flat Ranch LLC 48651.034 Managed by: Managers	20-2909488	49% Sam J. Fam. Trust 51% Aspen Streams	Sam Jaksick, Manager Todd Jaksick, Manager of Aspen Streams
	Duck Lake Ranch, LLC 48651.060 Managed by: Managers	88-0412803	95% Todd J. Fam. Trust 5% TBJ Invest. Trust	Managers: Sam Jaksick Todd Jaksick
	Fly Ranch LLC 48651.025 Managed by: Managers	20-8019411	44.5% Sam Trust 40% Todd Trust 11% TBJ Inves. Trst 4.5% Stan Jaksick (indiv)	Manager: Todd Jaksick
	Gerlach Green Energy LLC 48651.032 Managed by: Managers	20-2137944	45% Sam J. 45% Aspen Streams 10% Stan J.	Managers: Stan Jaksick Todd Jaksick Sam Jaksick
	Home Camp Land and Livestock Co., Inc. 48651.027	88-0094937	49% TBJ Issue Trust 2% TBJ SC Trust 49% SSJ Issue Trust	Sam - President Todd - Secretary/Treasurer
	Incline TSS Ltd	27-3505890	TBJ SC Trust 49% Todd Jaksick 51%	Manager - Todd Jaksick
	Jackrabbit Properties, LLC 48651.013 Managed by: Managers	72-1549198	35.242% Sam Jaksick I LLC 31.35% Todd J. I LLC 9.515% TBJ Inves. Trst 3.893% Stan Jaksick II LLC 13.5% SC Ranch 6.5% G. Brown Trust	Executive Committee Stan Jaksick Todd Jaksick William Douglass
	Jaksick Family LLC - managed by managers	20-5582624	34.33% Stan Jaksick Todd and Thelma Jaksick Trust fbo Todd 34.33% Thelma Jaksick Trust fbo Wendy Jaksick 31.33%	Sam S. Jaksick, Manager

Tab	Entity	Tax ID No.	Ownership	Officers/Mgrs
	LSC Development, Inc. 48651.043 (Sam abandoned interest)	20-8775748	41.0% Todd III LLC 4.5% Stan IV LLC 6.5% JohnJulia LLC 4.5% Silver Star LLC 3.0% Palmetto Moon Water LLC 3.0% Staci & Amy LLC 3.0% Bill D LLC	Todd - President Dan Douglass VP Stan - Secretary/Treasurer
	Lakecrest Realty, Inc.	88-0176565	100% Sam Trust 25,000 shares 1,000 shares issued	Sam Jaksick President/Treas. Todd Jaksick Secretary Sam Jaksick sole Director
	Lake-Ridge (corporation) Missing Articles & Bylaws signature page	88-0097892	100% Sam Family Trust	President: Sam Secretary: Sam Treasurer: Sam
	Lakeridge Golf Course Ltd managed by its managers Missing Operating Agr	88-0316355	Jaksick Family LLC 25% Sam Jaksick Family Trust 75%	Manager: Sam
	Locnavar, LLC 48651.038 Managed by: Managers	20-2833015	40% Sam II LLC 20% Stan 15% Todd II LLC 25% Randy V (indiv)	Managers Todd Jaksick Sam Jaksick R. Venturacci Stan Jaksick
	Markhor Investment Co. LLC	46-2026752	Stan Jaksick / Sam Jaksick Investment stock (Tilly)	Managers: Sam and Stan
	Montreux Development Group LLC 48651.020 Managed by: Managers	88-0474136	81.75% Toiyabe Invest. 14% Nichols Dev. Co. 4.25% Stan Jaksick I LLC	Managers: Sam Jaksick Stan Jaksick
	Montreux Golf Club Ltd managed by its managers	88-0317892	3% Sam Jaksick Family Trust 96% Lakeridge Golf Course Ltd. 1% Jaksick Family LLC	Managers: Sam Stan
	Montreux Golf & Country Club, Inc., non profit corp.	88-0390138	Owned by Equity Club/Golf members	President: Sam Secretary: Stan Treasurer: Sam

Tab	Entity	Tax ID No.	Ownership	Officers/Mgrs
	Montreux South 51 TIC	No EIN required	70 %Toiyabe Invest. Co. 10% Ken Huff LLC 5% Stan Jaksick LLC 15% Nichols Develop. Co.	Managing TIC: Sam Jaksick
	Montreux South 80 TIC	No EIN required	81.75% Toiyabe Invest Co 4.25% Stan Jaksick LLC 14% Nichols Develop. Co.	Managing TIC: Sam Jaksick
	Nevada Pronghorn LLC (Series)	45-4715358	Home Camp L & L 49% SSJ Issue Trust	Manager - Todd
	Nevada Pronghorn II LLC	45-5079135	Home Camp L & L 49% SSJ Issue Trust	Manager - Todd
	Northern Washoe Ranching Management LLC Managed by: Managers	20-3173034	100% Todd J.	Todd Jaksick, Manager
	Northern Washoe Ranching Management Corp.	46-2028916	Todd Jaksick 100%	Todd Jaksick, Manager
	Pioneer Group, Inc. 48651.035	88-0269667 Missing Bylaws	35.5870% Sam 18.0864% Brown 12.1759% Oliver 8.0350% Murphy 4.7399% Kinney 3.5776% Chaput 2.8684% Passink 3.0264% Douglass, Dan 2.9553% Flint 2.9553% Ryczkowski 2.1513% Prezant 1.4776% Kinney 1.1821% Douglass, Ben <u>1.1821% Douglass, Jack</u> 100.0003%	Dan Douglass, Pres. Mike Chaput Treas. Marc Murphy Sec. Sam Jaksick Dir. Dan Douglass, Dir. George Brown, Dir.
	SJ Ranch LLC 48651.028 Managed by: Managers	88-0505084	100% Sam J. Fam. Trust	Managers: Sam Jaksick Todd Jaksick
	SST Westridge LLC 48651.031 Managed by: Managers	20-2832970	50% Stan (indiv) 25% Sam J. Fam. Trust 25% Aspen Streams LLC	Managing Members: Stan Jaksick Sam Jaksick Todd Jaksick

Tab	Entity	Tax ID No.	Ownership	Officers/Mgrs
	S & T Investments LLC managed by its managers	20-1902810	50% Todd Fam. Trust 50% Stan Jaksick (owns Shakey stock)	Managers: Stan Todd
	Sammy Supercub LLC Series A Sammy Supercub LLC Series B	27-4832839	100% Sam Family Trust Todd Family Trust 100%	Managers: Sam Jaksick Todd Jaksick
	Samuel S. Jaksick Jr I LLC May 2, 2008 (managed by managers)	26-3368413	100% Sam owns 35.242 units Jackrabbit	Sam Jaksick sole manager/member
	Samuel S. Jaksick Jr II LLC May 29, 2008 (managed by managers)	26-3368654	100% Sam owns 40% Buckhorn	Sam Jaksick sole manager/member
	Samuel S. Jaksick Jr III LLC May 19, 2008 (managed by managers)	26-3368837	100% Sam owns <u>34.5% LSC</u>	Sam Jaksick sole manager/member
	Sam S. Jaksick IV LLC (managed by managers)	26-3857459	owns 1.25% RBIZNET	Sam Jaksick manager
	Samuel S. Jaksick, Jr. V LLC	45-2790181	Sam Jaksick Trust	Sam Jaksick, Manager
	SSJ LLC (Lakeshore rental)	80-0768900	Sam Jaksick Trust	Managers Sam Todd
	Spring Mountain Development Company, Inc.	26-3980479	Sam Family Trust Todd Family Trust TBJ SC Trust Stan Jaksick Randy Venturacci	Sam - President Randy - VP Todd - Secretary/Treas.
	Stan Jaksick LLC December 24, 2007 (managed by managers)	26-2229879	100% Stan LLC owns: 5% Montreux So 51 TIC & 4.25% Montreux So. 80 TIC	Stan Jaksick sole manager
	Stanley S. Jaksick II LLC May 2, 2008 (managed by managers)	26-3376282	100% Stan owns 3.893% Jackrabbit	Stan Jaksick sole manager
	Stanley S. Jaksick III LLC June 2, 2008 (managed by managers)	26-3376359	100% Stan owns 20% Buckhorn	Stan Jaksick sole manager

48651.000/Index Jaksick Entities

Tab	Entity	Tax ID No.	Ownership	Officers/Mgrs
	Stanley S. Jaksick IV LLC May 21, 2008 (managed by managers)	26-3376757	100% Stan owns 4.5% LSC	Stan Jaksick sole manager
	Todd B. Jaksick LLC April 8, 2008 (managed by managers)	26-2438613	100% Todd owns 31.35 units Jackrabbit	Todd Jaksick sole manager/member
	Todd B. Jaksick II LLC May 2, 2008 (managed by managers)	26-3376419	100% Todd owns 7.5% Buckhorn	Todd Jaksick sole manager/member
	Todd B. Jaksick III LLC May 19, 2008 (managed by managers)	26-3376481	100% Todd owns 41% LSC	Todd Jaksick sole manager
	Todd B. Jaksick IV LLC (managed by managers)	26-3857474	owns 1.25% RBIZNET	Todd Jaksick sole manager
	Todd B. Jaksick V LLC (Outdoor Syndicate)	45-3969889	Todd Family Trust	Manager: Todd
	Todd B. Jaksick Adventures I LLC	45-5493460	Todd Family Trust	Manager - Todd
	Toiyabe Investment Co.	88-0264983	50% SSJ Issue Trust 50% Stan	President: Sam Secretary: Sam Treasurer: Sam
	WSR Land LLC	27-4683720	TBJ SC Trust Homecamp L & L	Managers: Todd Jaksick
	White Pine Lumber Co.	88-0121360	100% Sam J. Fam. Trust 195,000 o/s shares per merger agreement Thelma Jaksick was a 50% owner of White Pine owning 97,500 shares per merger in 1982 Sam inherited the first 97,500 shares from his father in 1966 and the remaining shares from his mother in 1991	Sam - President/Secretary Todd Jaksick - Treas. Sam - Director
	Youth Outdoor Adventures	45-4747929	100% Todd Family Trust	Todd - President/Secretary/Treasurer

48651.000/Index Jaksick Entities

Tab	Entity	Tax ID No.	Ownership	Officers/Mgrs
	Castle Peak Cruises, LLC 48651.037 Managed by: Managers	20-2548389	Dissolved	Managers: Stanley Jaksick Todd Jaksick
	Washoe Winds, LLC	sold to Chris/Bob		
	Pronghorn, LLC		Dissolved	
	Montreux West 40 LLC Managed by: Managers	Dissolved	73% Sam 21% Rob 6% Stan	Sam Jaksick, Manager Nichols Dev. Co. Stan Jaksick
	Montreaux South 51 LLC Managed by: Managers	88-0376767 Dissolved	10% Ken Huff 70% Sam Trust 15% Rob 5% Stan Jaksick	Ken Huff LLC Mgr Mem Toiyabe Invest. Co. Manager Nichols Dev. Co. Mgr Mem Stan Jaksick LLC Mgr Mem
	Montreux South 80JV Montreux Joint Venture (dissolved and merged into MDG LLC 8/31/00)	Dissolved	82% Sam 14% Rob 4% Stan	Toiyabe Inves. Co. Nichols Dev. Co. Stan Jaksick LLC
	Pioneer Associates LLC		Dissolved April 1999	
	Montreux Unit 3 Association		Dissolved September 2001	
	Jaksick Family Partnership, Limited Partnership		Permanently Revoked 5/31/1993	
	SJ Ranch Property Owners Association		Revoked 2/28/2007	
	Liquid Waste Management LLC		Dissolved 10/31/2007	
	RDJ, LLC	27-1993601	Dissolved	Managers - Dan Douglass Randy Venturacci Todd and Sam Jaksick
	Southeast SJ Ranch Property Owners Association		Revoked 4/30/2005	

Tab	Entity	Tax ID No.	Ownership	Officers/Mgrs
	Blue Spruce LLC managed by its members		Revoked 5/31/2004	Managing Member: James Sanford
	Juniper Trails Development Co.		Dissolved	Samuel S. Jaksick as trustee of the Samuel S. Jaksick, Jr. Family Trust
	Great Western Helicopters, Inc. Missing Bylaws	88-0217030	100% Sam Family Trust Dissolved	President: Sam Secretary: B. Marshall Treasurer: Sam
	Saddlehorn Development Co. Missing Bylaws	88-0242927	100% Sam Family Trust	Director: Rob Nichols President: Rob Nichols Secretary: James Smrt Treasurer: Sam Jaksick

Sam Jaksick Entities

Entity	Tax ID No.	Ownership	Officers/Mgrs
ALSB, Ltd	26-4528546	Sam Jaksick 100%	Sam Jaksick, Pres/Sec/Treas
BBB Investments LLC	74-3077713	49% Sam Family Trust	Sam and Todd Managers
Basecamp LLC	88-0467643	18.75 Sam Fam. Trust	Managers Sam Ricki Haygood R. Venturacci
Bent Arrow LLC	45-0981662	100% Sam Fam. Trust	Sam – Manager
Buckhorn Land and Livestock LLC (Note: Todd exercised option 4/12)	72-1593241	25% Sam II LLC 22.5% Todd II LLC 7.5% TBJ SC Invest Trst 20% Stan III LLC 25% R. Venturacci	Managers Sam Todd Stan Randy
California Bighorn LLC	26-3328810	100% Sam Fam. Trust	Manager – Sam
Duck Flat Ranch LLC	20-2909488	49% Sam Fam. Trust 41% Aspen Streams	Manager Sam Todd Manager of Aspen Streams
Fly Ranch LLC	20-8019411	44.5% Sam Trust 40% Todd Fam. Trust 11% TBJ Invest. Trust 4.5% Stan	Manager – Todd
Gerlach Green Energy LLC	20-2137944	45% Sam Fam Trust 45% Aspen Streams 10% Stan	Managers Stan Todd Sam
Home Camp Land and Livestock Co., Inc.	88-0094937	49% TBJ Issue Trust 2% TBJ SC Trust 49% SSJ Issue Trust	Sam – Pres. Todd – Sec/Treas.
Jackrabbit Properties LLC	72-1549198	35.242% Sam I LLC 31.35% Todd I LLC 9.515% TBJ Inves. Trst 3.893% Stan II LLC 13.5% SC Ranch 6.5% G. Brown Trst	Executive Committee Stan Todd Wm Douglass
Lakecrest Realty, Inc.	88-0176565	100% Sam Trust 15,000 shares 1,000 shares issued	Sam – Pres/Treas Todd – Sec. Sam sole director
Lake-Ridge	88-0097892	100% Sam Fam. Trust	Pres/Sec/Treas Sam
Lakeridge Golf Course Ltd	88-0316355	75% Sam Fam. Trust 25% Jaksick Fam. LLC	Manager – Sam
Locnavar, LLC	20-2833015	40% Sam II LLC 20% Stan 15% Todd II LLC 25% R. Venturacci	Mangers – Todd Sam R. Venturacci

Entity	Tax ID No.	Ownership	Officers/Mgrs
			Stan
Markhor Investment Co.	46-2026752	Stan/Sam Stock Investment (Tilly)	Managers Stan Sam
Montreux Development Group LLC	88-0474136	81% Toiyabe 14% Nichols Dev. Co. 4.25% Stan I LLC	Managers Stan Sam
Montreux Golf Club Ltd	88-0317892	39% Sam Fam. Trust 96% Lakeridge Golf Course 1% Jaksick Fam. LLC	Managers – Stan Sam
Montreux South 51 TIC		70% Toiyabe Invest Co.	Managing TIC Sam
Montreux South 80 TIC		81.75% Toiyabe	Managing TIC Sam
Pioneer Group	88-0269667	35.5870%	Sam - Director
SJ Ranch LLC	88-0505084	100% Sam Fam. Trust	Managers – Todd Sam
SSJ Issue Trust		49% Todd – Stan – Wendy Beneficiaries	Todd - Trustee
SST Westridge LLC	20-2832970	25% Sam Fam. Trust 50% Stan 25% Aspen Streams	Managers – Stan Sam Todd
Sammy Supercub Series A	27-4832839	100% Sam Fam. Trust	Managers Todd Sam
Sam I LLC	26-3368413	100% Sam 35.242 units Jackrabbit	Manager - Sam
Sam II LLC	26-3368654	100% Sam 40% Buckhorn	Manager – Sam
Sam IV LLC	26-3857459	1.25% R-Biznet	Manager – Sam
SSJ LLC	80-0768900	Sam Fam. Trust	Managers - Todd Sam
Spring Mountain Development Co., Inc.	26-3980479	Sam Fam. Trust Todd Fam. Trust TBJ SC Trust Stan Jaksick R. Venturacci	Sam – President Randy – VP Todd – Sec/Treas
Toiyabe Investment Co.	88-0264983	100% Sam Fam. Trust	Sam – Pres/Sec/Treas
White Pine Lumber	88-0121360	100% Sam Fam. Trust	Sam – Pres/Sec Todd - Treasurer

List of Creditors for Sam S. Jaksick, Jr. and Notes with Personal Guaranty (as of 04/30/2013)

No.	Name & Address of Creditor	Account #	Type	Debtor(s)/Entity	Personal Guarantor(s)	Security	Purpose of Loan	Original Principal Balance	Current Balance Owed	Maturity Date	Payment	Int. Rate	Plan Int. Rate & Int Only
	Metropolitan Life Insurance Company 5047 Collection Center Drive Chicago IL 60653-0050	#190018	Promissory Note	Duck Flat Ranch	Sam S. Jaksick Jr. Todd Jaksick	3,000 acres at Duck Flat Ranch (NV)	Purchase of Duck Flat Ranch Property	\$360,000.00	\$270,000.00	7/1/2020	Annual \$32,686 Bi-Annual \$555.00	7.10%	X
	Nevada State Bank 1 West Liberty Reno NV 89501		Commercial Loan	Pioneer Group	Sam S. Jaksick Jr. George Brown Douglass, etc			\$10,000,000.00	\$9,000,000.00				
Other Entity Notes (Personal Guarantees)													
	Agco Finance PO Box 2000 Johnston, IA 50131-0020	001-0095304-000	Equipment Loan	White Pine Ranch	<i>Handwritten: White Pine Ranch</i>	Hay Equipment - A few pieces were sold by Arneche which paid down a big part of note	Hay Equipment Purchase	\$51,900.00	\$16,000.00	7/1/2015	\$5,165.27		X
	Evergreen Note Servicing Guasala		Promissory Note	BBB Investments		Parcel 071-21-188	Land Purchase	\$59,000.00		7/25/2016	\$1,338.06		X
	Dave Jamieson		Promissory Note	(TBD)				\$340,000.00	\$258,000.00				
Total Debt									\$59,797,188.56				

List of Creditors for Sam S. Jaksick, Jr. and Notes with Personal Guaranty (as of 04/30/2013)

No.	Name & Address of Creditor	Account #	Type	Obligor(s)/Entity	Personal Guarantor(s)	Security	Purpose of Loan	Original Principal Balance	Current Balance Owed	Maturity Date	Payment	Int. Rate & Int Only	Prin	Int
	First Independent Bank 5335 Kierzie Lane Reno NV 89511	#17006321	Secured Line of Credit	Sam S. Jaksick Jr.	Sam S. Jaksick Jr.	Montreux Lots 903, 1023, 1004, 1011, 1015	Line of Credit	\$750,000.00	\$647,459.86	11/30/2013	Monthly Approximately \$3623	Index Plus 1.5 = 6.50%		X
	Nevada State Bank 11 West Liberty Reno NV 89501	#018-09110-4150643-9001	Commercial Loan	Sam S. Jaksick Jr.	Sam S. Jaksick Jr.		Note Payable - Originally 67 Acre loan	\$250,000.00	\$147,471.94	10/1/2015	Monthly \$5,491.95	Index Plus 1 = 4.75%	X	
	Todd Jaksick 1995 Life Insurance Todd 1995 Life Insurance Wendy 1995 Life Insurance Premier Trust Inc. 2700 West Sahara Ave. #300 Las Vegas NV 89102 Todd-Sam Indemnification Agreement 4005 Quail Rock Lane Reno NV 89511		Promissory Note(s)	Sam S. Jaksick Jr.	Sam S. Jaksick Jr.		**Did not make 12/31/10 annual payments	\$694,296.21 (\$231,432.07 each trust)	\$694,296.21	12/31/2020	Annual Payment \$34,715 due 12/31/13 (\$11,572 each trust)	5.00%		X
	Wendy Jaksick 4005 Quail Rock Lane Reno NV 89511	Dated 11/108	Indemnification	Sam S. Jaksick Jr. Family Trust Dated 6/29/2006			To cover debt service		Significant until debt is serviced		See Exhibit A			
	Wendy Jaksick 4005 Quail Rock Lane Reno NV 89511	Dated 11/108		Sam S. Jaksick Jr.			Personal loan	\$25,000.00	\$14,000.00					
Creditors of Other Entities/Sam														
	Ally Financial PO Box 360901 Bloomington, MN 55438	024-9143-54505	Auto Loan	White Pine Lumber Co.	Sam S. Jaksick Jr.	Vehicle	Wendy's 2009 Chevy Silverado	\$49,959.60	\$13,322.56	11/11/2014	Monthly \$832.68		X	
	Ally Financial PO Box 360901 Bloomington, MN 55438	024-9157-20491	Auto Loan	White Pine Lumber Co.	Sam S. Jaksick Jr.	Vehicle	Lexi's 2010 Equinox	\$25,047.91	\$13,372.00	5/23/2016	Monthly \$419.74		X	
	American Ag-Credit (Wade) PO Box 78148 Phoenix AZ 85062-8148	#3714977	Promissory Note	Sam S. Jaksick Jr. Todd Jaksick	Sam S. Jaksick Jr. Todd Jaksick	Cross collateralization of Bright Holland Co. SJ Ranch, a few Homecamp parcels White Pine Lumber Co., Duck Lake Ranch	Consolidation of Toyabe Notes ref. Homecamp Acquisition	\$2,960,000.00	\$1,729,736.96	9/1/2024	Annual Payment \$206,883.82 (P-\$90,902.77, I-\$115,981.05)	6.05%	X	
	American Ag-Credit (Wade) PO Box 78148 Phoenix AZ 85062-8148	#3714136	Secured Promissory Note	White Pine Lumber Co.	Sam S. Jaksick Jr. Todd Jaksick	Cross collateralization of Bright Holland Co. SJ Ranch, a few Homecamp parcels White Pine Lumber Co., Duck Lake Ranch	WPP/Distribution to Sam Jaksick and Portion of loan to MDCG	\$2,345,000.00	\$1,611,222.64	3/1/2023	Monthly \$17,714.39	6.05%	X	
	American Ag-Credit (Wade) PO Box 78148 Phoenix AZ 85062-8148	#3041719	Secured Promissory Note	Bright Holland Co.	Sam S. Jaksick Jr. Todd Jaksick	Cross collateralization of Bright Holland Co. SJ Ranch, a few Homecamp parcels White Pine Lumber Co., Duck Lake Ranch	Distribution to Sam Jaksick and portion to MDCG	\$2,305,355.00	\$864,517.68	7/1/2021	Annual Payment \$127,380 (P-\$70,793, I-\$56,586)	6.05%	X	

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List of Creditors for Sam S. Jaksick Jr. and Notes with Personal Guaranty (as of 04/30/2013)

No.	Name & Address of Creditor	Account #	Type	Obligor(s)/Entity	Personal Guarantor(s)	Security	Purpose of Loan	Original Principal Balance	Current Balance Owed	Maturity Date	Payment	Int. Rate & Int Only	Prin	Int
	American Ag-Credit (Wade) PO Box 78148 Phoenix AZ 85062-8148	#3041751101	Secured Promissory Note	SJ Ranch LLC	Sam S. Jaksick Jr. Todd Jaksick	Cross collateralization of Bright Holland Co, SJ Ranch, a few Homecamp parcels White Pine Lumber Co., Duck Lake Ranch	SJ Ranch - (Modoc)	\$450,000.00	\$278,319.86	9/1/2021	Annual Payment \$41,008.31 (P-\$24,986.88, I-\$16,021.43)	6.05%	X	
	American Express Box 0001 Los Angeles CA 90096-9000	#4-61004	Credit Card	Lakecrest Realty Sam S. Jaksick Jr.			Credit card use for various	\$5,129.00	\$5,129.00 open					
	Bank of America / Us Trust PO Box 660576 Dallas TX 75266-0576	Cust #28-62224 Obligation #265	Commercial Loan	SSJ LLC	Sam S. Jaksick Jr.	1011 Lakeshore Blvd, Incline	Mortgage	\$6,312,000.00	\$5,310,147.91	6/1/2023	\$21,005.02	4.05%		X
	Brown, George & Sharon (70%) & George Brown 1986 Trust (30%) 6147 Lakeside Drive #104 Reno NV 89511		Secured Promissory Note	ALSB, Ltd	Sam S. Jaksick Jr.	Note Balance after surrendering of lots and final settlement Lot #		\$700,000.00	\$184,616.48	9/20/2015	First Payment 7/20/12 \$12208.87 then Jan. 20 and Jul. 10 pymt is \$7,284 semi- annually	8.00%		X
	Diversified Financial 14010 FNB Parkway Suite 400 Omaha NE	#005-016320-001	Promissory Note	White Pine Lumber Co.	Sam S. Jaksick Jr.	Plots @ Duck Lake Ranch NWRM Co is buying and payment is their responsibility	Plots at Duck Lake	\$336,372.58	\$55,436.16	5/20/2016	\$16,043.63	6.30%	X	
	Dills and Kappeler Family Trust 1084 El Kadre St. Ashland OR 97520	(Combined 3 notes)	Promissory Note - Dated 01/23/07, 02/01/17	Buckhorn Land & Livestock	Sam S. Jaksick Jr. Randy Venturacci	Monteux Les 619, 1023, 1026 Dry Valley portion of Winnemucca Ranch (NOT Warm Springs side)	Acquiring Entitlements	\$1,250,000.00	\$1,306,375.00	12/31/2013	Quarterly Payment \$31,250	5.00%	X	
	Durham Family Trust 1520 Vivian Drive Incline Village NV 89451	(Combined 3 notes)	Promissory Note - Dated 06/01/07, 06/01/08, 06/01/09, 06/01/10, 06/01/11, 06/01/12, 06/01/13	Buckhorn Land & Livestock	Sam S. Jaksick Jr. Randy Venturacci	Monteux Les 619, 1023, 1026 Dry Valley portion of Winnemucca Ranch (NOT Warm Springs side)	Acquiring Entitlements	\$800,000.00	\$771,666.78	12/31/2013	Monthly Payment \$6666.65	5.00%	X	
	Metropolitan Life Insurance Company 5047 Collection Center Drive Chicago IL 60693-0050	#176781	Secured Promissory Note	Buckhorn Land & Livestock Co.	Sam S. Jaksick Jr. Randy Venturacci Stan Jaksick Todd Jaksick	Winnemucca Ranch (less 640 acres WSR bought) and (less land NVLC/NBU bought)	Purchase of Winnemucca Ranch Property	\$4,020,000.00	\$2,518,000.00	1/1/2020	Bi-Annual Pymt 7/1/2013 - \$70,710 (SamJaksicks - 75% \$53,034) 1/1/2014-\$231,710 (SamJaksicks- 75% \$173,783)	6.00%	X	X
	Metropolitan Life Insurance Company 5047 Collection Center Drive Chicago IL 60693-0050	#190236	Promissory Note	Jackrabbit Properties LLC	Sam S. Jaksick Jr. Todd Jaksick	11,900 acres of Smokecreek Ranch NV & CA (less 500 acres released 7/1/13)	Upper Smoke Creek & Lower Smoke Creek Bonham Ranch	\$7,825,000.00	\$4,865,000.00	1/1/2021	Bi-Annual 01/01/14 \$152,678.25 Bi-Annual 07/01/13 \$92678.25	3.81%	X	X

MCL002986

WJ 000551

Sam Jaksick Entities

Entity	Tax ID No.	Ownership	Officers/Mgrs
ALSB, Ltd	26-4528546	Sam Jaksick 100%	Sam Jaksick, Pres/Sec/Treas
BBB Investments LLC	74-3077713	49% Sam Family Trust	Sam and Todd Managers
Basecamp LLC	88-0467643	18.75 Sam Fam. Trust	Managers Sam Ricki Haygood R. Venturacci
Bent Arrow LLC	45-0981662	100% Sam Fam. Trust	Sam – Manager
Buckhorn Land and Livestock LLC (Note: Todd exercised option 4/12)	72-1593241	25% Sam II LLC 22.5% Todd II LLC 7.5% TBJ SC Invest Trst 20% Stan III LLC 25% R. Venturacci	Managers Sam Todd Stan Randy
California Bighorn LLC	26-3328810	100% Sam Fam. Trust	Manager – Sam
Duck Flat Ranch LLC	20-2909488	49% Sam Fam. Trust 41% Aspen Streams	Manager Sam Todd Manager of Aspen Streams
Fly Ranch LLC	20-8019411	44.5% Sam Trust 40% Todd Fam. Trust 11% TBJ Invest. Trust 4.5% Stan	Manager – Todd
Gerlach Green Energy LLC	20-2137944	45% Sam Fam Trust 45% Aspen Streams 10% Stan	Managers Stan Todd Sam
Home Camp Land and Livestock Co., Inc.	88-0094937	49% TBJ Issue Trust 2% TBJ SC Trust 49% SSJ Issue Trust	Sam – Pres. Todd – Sec/Treas.
Jackrabbit Properties LLC	72-1549198	35.242% Sam I LLC 31.35% Todd I LLC 9.515% TBJ Inves. Trst 3.893% Stan II LLC 13.5% SC Ranch 6.5% G. Brown Trst	Executive Committee Stan Todd Wm Douglass
Lakecrest Realty, Inc.	88-0176565	100% Sam Trust 15,000 shares 1,000 shares issued	Sam – Pres/Treas Todd – Sec. Sam sole director
Lake-Ridge	88-0097892	100% Sam Fam. Trust	Pres/Sec/Treas Sam
Lakeridge Golf Course Ltd	88-0316355	75% Sam Fam. Trust 25% Jaksick Fam. LLC	Manager – Sam
Locnavar, LLC	20-2833015	40% Sam II LLC 20% Stan 15% Todd II LLC 25% R. Venturacci	Mangers – Todd Sam R. Venturacci

Entity	Tax ID No.	Ownership	Officers/Mgrs
			Stan
Markhor Investment Co.	46-2026752	Stan/Sam Stock Investment (Tilly)	Managers Stan Sam
Montreux Development Group LLC	88-0474136	81% Toiyabe 14% Nichols Dev. Co. 4.25% Stan I LLC	Managers Stan Sam
Montreux Golf Club Ltd	88-0317892	39% Sam Fam. Trust 96% Lakeridge Golf Course 1% Jaksick Fam. LLC	Mangers – Stan Sam
Montreux South 51 TIC		70% Toiyabe Invest Co.	Managing TIC Sam
Montreux South 80 TIC		81.75% Toiyabe	Managing TIC Sam
Pioneer Group	88-0269667	35.5870%	Sam - Director
SJ Ranch LLC	88-0505084	100% Sam Fam. Trust	Managers – Todd Sam
SSJ Issue Trust		49% Todd – Stan – Wendy Beneficiaries	Todd - Trustee
SST Westridge LLC	20-2832970	25% Sam Fam. Trust 50% Stan 25% Aspen Streams	Managers – Stan Sam Todd
Sammy Supercub Series A	27-4832839	100% Sam Fam. Trust	Managers Todd Sam
Sam I LLC	26-3368413	100% Sam 35.242 units Jackrabbit	Manager - Sam
Sam II LLC	26-3368654	100% Sam 40% Buckhorn	Manager – Sam
Sam IV LLC	26-3857459	1.25% R-Biznet	Manager – Sam
SSJ LLC	80-0768900	Sam Fam. Trust	Managers - Todd Sam
Spring Mountain Development Co., Inc.	26-3980479	Sam Fam. Trust Todd Fam. Trust TBJ SC Trust Stan Jaksick R. Venturacci	Sam – President Randy – VP Todd – Sec/Treas
Toiyabe Investment Co.	88-0264983	100% Sam Fam. Trust	Sam – Pres/Sec/Treas
White Pine Lumber	88-0121360	100% Sam Fam. Trust	Sam – Pres/Sec Todd - Treasurer

MCL002995

WJ 000553

LeGoy, Bob

From: Geoff Grenert [Geoff@cypressnv.com]
Sent: Wednesday, November 14, 2007 8:59 AM
To: LeGoy, Bob
Subject: Jaksick

*Copy to Todd & Sam's est plans
file*

Bob:

I can't remember if I mentioned the purpose of the meeting today with Sam and Todd. Todd and I have been discussing the need to continue asset shifting with assets that have current low valuations. Todd has stated the water project is a great place to start and we are going to discuss today the idea of selling some of that entity to either the existing IDIT, or a new one. My thoughts that the existing ILIT is so specific and restrictive for the Home Camp project that it may not may not have the appropriate dispositive provisions for the waters rights that may be liquidated (no pun intended) in the next 3-5 years. It seems Todd and Sam may want the beneficiaries to have rights to use the cash flow that could come from the future sale of water rights in this project.

The current use and values being so low should be helpful in minimizing the size of the note. However the anticipation is the water rights won't begin to sell for another 3-5 years. Longer possibly with the current development environment. The largest sub division lender in the country (Indymac) stopped all subdivision lending for 6 months effective immediately. So the timing for planning purposes is great.

I have been pushing to get an idea of Sam's entire estate to assure we know what the current liquidity need is and can plan accordingly. The Home camp & Jack Rabbit projects will be helpful but will not solve the problem completely. I am not discussing the use of life insurance with Sam at this point. I believe Sam needs to see his entire estate on the board and understand the depth of the liquidity issue first. The odds of Todd or Stan disclaiming wouldn't appear to be very high.

See you at 10:00am.

Geoffrey A. Grenert
Cypress Strategies

Building, Protecting & Preserving Assets
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E geoff@cypressnv.com

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11/14/2007

MCL001987

WJ 000554

MAUPIN, COX & LEGOY

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April 12, 2007

Samuel J. Jaksick, Jr., President
Todd B. Jaksick, Secretary/Treasurer
Home Camp Land and Livestock Co., Inc.
4005 Quail Rock Lane
Reno, Nevada 89511

Dear Sam and Todd:

Enclosed are two binders. The first one includes one copy each of the SSJ's Issue Trust Agreement, the old Stock Certificate and the new Stock Certificate which were delivered on March 31. The second binder includes the TBJ's Issue Trust Agreement, Todd's old Stock Certificate and the Trust's new Stock Certificate.

We discussed that you will add other relevant documents to the binders, such as the Appraisals, the Gift Tax Returns, and the Leases. However, the Leases should also be filed in your corporation and ranch business files. The Leases are more relevant to those files than to these binders. Jessica can make additional dividers for the binders or call us to do it for her.

I explained the corrections that need to be made to Meridian's Appraisal Report, even though you are not going to use it. Heather Tryon of Meridian told me they cannot issue their final report until they have a chance to review Kurt's final report. Please make sure Kurt sends them a copy of that final report when he issues it.

If you have any questions about the binders or any other aspect of these transactions, please call me at any time. Again, our firm appreciates the opportunity to work with you two, Jessica, Kevin, Geoff, Kurt, Meridian, and John Marvel on this very interesting project that hopefully will benefit your family for many generations.

Sincerely yours,



L. Robert LeGoy, Jr.

LRL:dd
Enclosures
cc(w/encls.): Kevin Riley, CPA
Mr. Geoff Grenert

J:\wpdata\LRL\Jaksick\HomeCamp\Binders\letter

MCL001992

WJ 000555

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February 24, 2006

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CONFIDENTIAL ATTORNEY - CLIENT COMMUNICATION

ATTORNEY WORK PRODUCT

Mr. Sam Jaksick
Mr. Todd Jaksick
4005 Quail Rock Lane
Reno, Nevada 89511

Re: Proposed Transfer of Home Camp Land and Livestock Co., Inc.,
A Nevada Corporation Taxed Under Subchapter S To A
Irrevocable Generation-Skipping Trust

Dear Sam and Todd:

The three of us met with Geoff Grenert late last month to discuss preserving the 49 Mountain Ranch for your family for as long as possible. Geoff and I agreed, and Randy has also told me he agrees, the best way to protect that property for generations to come is to transfer it to a "dynasty" trust. As we discussed, a dynasty trust is an irrevocable trust you two can establish for the benefit of your children, grandchildren, and younger issue. The trust can be set up to last as long as the law permits. That currently is at least 365 years. The trust can specify that the beneficiaries can use the property but no amounts will ever be distributed from the trust. However, the property will also be operated by the corporation as a ranch. The corporation can hire you or your beneficiaries to operate the ranch.

As we explained to you, there are many different ways to accomplish this and each way has its own advantages and disadvantages. We decided the best way to get Home Camp into the dynasty trust is to have you sell your stock in that corporation to the trust. Geoff sent you a memo which accurately describes the valuation issue. You have the unique opportunity to sell your Home Camp stock to the Trust at discounted prices because you each have a minority interest in the corporation.

Most practitioners suggest gifting at least 10% to 20% of the value of the purchase price to such a trust. This can be done in one of two ways. We recommend you gift cash equal to 10 to 20% of the appraised fair market value of the corporation. You will then receive those monies back when the sale occurs. We recommend several months elapse

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**WALTHER, KEY, MAUPIN, OATS,
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Mr. Sam Jaksick
Mr. Todd Jaksick
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Page 2

between the time you gift the money into the trust and the date of the sale. Under the example in Geoff's memo, you would each contribute \$300,000 in cash to the new trust, wait several months and possibly into 2007, and then sell each of your 49% interests in Home Camp to the trust. For particular tax reasons, you would not want to apply your annual gift tax exclusions to this gift, so it would reduce the \$1 million you each can gift free of gift taxes. (I understand you each are currently determining how much of your \$1 million exemptions are unused.) Each sale would be for \$300,000 down payment and a promissory note of \$1,200,000. As Geoff points out, the promissory note payable to you can be interest only annually or amortized and the note must apply the interest at the applicable federal rate (AFR). The second option is to gift 10% or 20% of your stock to the trust and then sell the rest. We recommend the first option.

You explained to us that the most difficult part of this will be having the trust generate the cash flow necessary to repay your two promissory notes. This is absolutely critical. This must be an arms length, legitimate sale. If it is not, then it becomes a gift which creates many additional issues. It also can give the IRS greater arguments that the value of your stock is to be included in your estates for estate tax purposes on your deaths. You explained that you might subdivide and sell some of the properties to generate the needed money to repay the notes.

Some of the advantages of this planning device are as follows:

1. The sale of property to a grantor trust is not a gift for federal gift and estate tax purposes. Therefore, the sale does not reduce the amounts that you can gift during lifetime without incurring gift taxes or the amount that you can distribute upon death without incurring estate taxes. On the other hand, the values of the promissory notes will be included in your estates for estate tax purposes.

2. The sale also lessens the IRS's argument that you gifted the property but retained use and enjoyment of it. As Geoff and I explained to you, this can cause gifted property to be included in your estate for estate tax purposes. This is a very popular argument with the IRS right now. They are using this argument to attack family limited partnerships and family limited liability companies, and they would use it to attack this arrangement. As we discussed, it would be best to design the trust for the benefit of your issue and then lease back the ranch to the extent you want to use it. Any leases must be for appraised fair rental value. The lease payments you make to the corporation can be distributed to the trust which can then apply them toward the promissory notes it will owe you. The corporation also can hire you to operate the ranch, but we prefer you lease it.

**WALTHER, KEY, MAUPIN, OATS,
COX & LeGOY**

Mr. Sam Jaksick
Mr. Todd Jaksick
February 24, 2006
Page 3

3. There should be no gain recognized to you by the sale of your Home corporation stock to the trust, according to IRS Revenue Ruling 85-13. In that Ruling, the IRS stated that if an irrevocable trust is treated as being owned by its grantors for income taxes purposes, then the grantors are treated as owning all the Trust's assets for income tax purposes. Thus, you will not realize any gain on the sale of the assets or pay any income taxes on the interest you receive from the trust, and the trust will not get a deduction for any of the interest it pays to you or be able to increase the basis in the stock it purchases from you to the purchase price. The trust will retain your basis in the stock it purchases from you.

4. All future appreciation on the ranch, together with the discounts on the sale, should be excluded from both your estates for estate tax purposes. In addition, the future income of the ranch that is not used to make payments to you under your notes will be excluded from your estates. Finally, the value of the ranch should be excluded from the estates of all future beneficiaries of the trust for so long as it exists. All these benefits are conditioned on you, the trustees, and the future trustees and beneficiaries properly respecting the trust as an irrevocable, separate entity and the relevant tax laws remaining largely unchanged.

5. You will pay income taxes on any income received by the trust which is not otherwise returned to you through payments on the notes. These amounts are like separate, tax-free gifts to the beneficiaries of the trust because it is generally believed the payment of such income taxes is not a taxable gift by you to the beneficiaries of the trust. Please note, however, the IRS has not finally addressed this issue, so the ultimate outcome might be different. We will try to include a trigger in the trust agreement which will permit you to cause the trust's income taxes to be taxed to the trust, rather than to the two of you, if that ever becomes desirable. However, such triggers are also uncertain and risky.

There, of course, are many disadvantages and risks associated with the trust we are discussing with you. Some of those disadvantages and risks are the following.

1. The current IRS position that there is no gain on an installment sale by the grantors of a grantor trust to that grantor trust has been subject to criticism and could be changed at sometime in the future. In addition, some argue that on your death, the unrealized gain on your installment notes should be taxed to your estates. The tax consequences of this planning device are not guaranteed and are not entirely certain.

**WALTHER, KEY, MAUPIN, OATS,
COX & LEGOY**

Mr. Sam Jaksick
Mr. Todd Jaksick
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Page 4

2. As you already know, when you transfer your Home Camp stock to the trust, you have effectively lost it, unless the trust cannot make its payments and you can recover the stock in a foreclosure. Your use of the 49er property will become more difficult and will risk the tax planning advantages of this device. You will have to rent the property from the Home Camp corporation or use it as officers operating the corporation or be invited by the beneficiaries who are entitled to use and enjoy the ranch.

3. It might be necessary for you each to establish your own dynasty trust to accomplish what you want.

4. These changes probably will risk Home Camp's S corporation status at some point.

The promissory notes you each receive from the trust can be self-cancelling on your death. However, the purchase price or the note terms must be adjusted so that you are receiving full fair market value for your share of the Home Camp stock. This probably will increase the payments which you must receive from the trust under the notes. We presume you will prefer to have the flexibility over the term of and payments on the notes than to take advantage of the self-cancelling feature. Please tell us if that is not correct.

Please consider the issues we have raised in this letter and the issues Geoff raised in his memo to you and then call to discuss whether or how you want to proceed at our meeting on March 7.

This letter should be protected by the Attorney-Client Privilege and the Attorney Work Product Doctrine. Those legal doctrines will protect this letter from discovery by the IRS or anyone else. In order to preserve those protections, please do not discuss the contents of this letter, or display it to, anyone other than an attorney who is representing you in these matters. This prohibition unfortunately includes Geoff and your accountant. We are sending Randy a copy of this letter because we understand he is a partner with you in several of your transactions so we consider him to be principal.

Any tax advice contained in this letter is not intended to be used, and cannot be used by any taxpayer, for the purpose of avoiding federal tax penalties that may be imposed on the taxpayer. Further, to the extent any tax advice contained in this letter may have been written to support the promotion or marketing of the transactions or matters discussed in this letter, every taxpayer should seek advice based on such taxpayer's particular circumstances from an independent tax advisor. Please be advised this paragraph is a disclaimer under IRS Circular 230, and we do not believe it was written to

**WALTHER, KEY, MAUPIN, OATS,
COX & LeGOY**

Mr. Sam Jaksick
Mr. Todd Jaksick
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Page 5

support the promotion or marketing of the transactions or matters discussed in this letter.

We appreciate the opportunity to represent you in these very difficult and sophisticated matters. We know Randy referred you to us because of the large number of tax planning attorneys we have and our extensive experience with these areas. In that regard, Bob has discussed this matter with at least two other attorneys in this firm, Ernie Maupin, Esq. and Gus Rossi, Esq. and Gus Rossi, Esq., has reviewed, revised, and co-signed this letter. Please feel free to call any of us about this transaction. As Randy represented, we will work as a team on it.

Sincerely yours,



L. Robert LeGoy, Jr.


Gustave J. Rossi

LRL:GJR:dd
Encloses
cc:(w/encls): Randall L. Venturacci

MCL002004

WJ 000560



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August 3, 2018

Adam Hosmer-Henner, Esq.
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Michael S. Kimmel, Esq., Co-Trustee
Hoy Chrissinger Kimmel Vallas, P.C.
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Kent R. Robison, Esq.
Robison, Simons, Sharp & Brust
71 Washington Street
Reno, NV 89503

Re: Jaksick Litigations

Dear Mike, Adam, Phil, and Kent:

The Jaksick litigations appear to be becoming more difficult and complicated, and our firm's role is the most complicated of any of the attorneys involved in the case. Before the case proceeds much further, we want to be sure you and all your clients understand our firm's roles and continue to consent to them. We believe your clients have consented to our firm's roles a number of times-both verbally and in writing, but we want to reiterate our roles and ask your clients to confirm they continue to give us their informed consents to those roles.

1. Since 2006, our firm has from time-to-time represented Sam Jaksick and Todd Jaksick with respect to their estate plans and other business and personal matters.

2. Since shortly after Sam's death, we have represented Todd Jaksick and Stan Jaksick as the Co-Trustees of Sam's Family Trust and Todd Jaksick as Trustee of The SSJ's Issue Trust. We additionally began representing Mike Kimmel as the new Co-Trustee of the Family Trust shortly after his appointment in December 2016.

3. Following Stan's filing of the counter-petitions against Todd on March 23, 2018, and pursuant to the letter agreement dated May 29, 2018, our firm has represented only Mike Kimmel and Todd Jaksick as two of the three Co-Trustees of

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Jaksick Litigations
August 3, 2018
Page 2

Sam's Family Trust, as well as Todd as Trustee of The SSJ's Issue Trust. Stan Jaksick is now being represented in his capacity as Co-Trustee of the Family Trust by Phil and for some time he has been represented personally by Adam. In our capacity as representing Todd and Mike as Co-Trustees of the Family Trust, as well as Todd as Trustee of the SSJ's Issue Trust, we are representing them in the litigations brought against the Trustees by Stan and Wendy Jaksick.

4. At this time, we also continue to represent Todd with respect to his personal estate planning matters, and we also have in the past and continue to do limited work on behalf of certain entities of which Todd has an interest in and that are also related to Sam's trust administration. These include, but are not necessarily limited to, Jackrabbit Properties LLC, Bright-Holland Co., Home Camp Land and Livestock Co., Nevada Pronghorn LLC, Nevada Pronghorn II LLC, Incline TSS Ltd., White Pine Lumber Co., and White Pine Ranch LLC.

5. Our firm has also previously represented Stan with regard to his personal estate planning matters, and we have previously represented and continue to represent Toiyabe Golf Club LLC, which is the entity that Stan formed to purchase and operate the Toiyabe golf course.

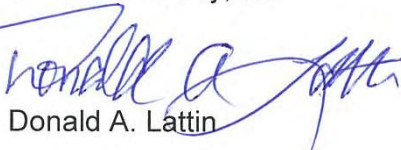
We do not believe we have any non-waivable conflicts in the roles we are playing and it is our understanding that you have all at least informally waived all conflicts and consented to our continued representation in these matters. We therefore request that you review this letter with each of your clients and ask that each of you have your clients execute the consents and waivers that are attached to this letter before we proceed further with these litigations.

If you have any questions about this letter, please feel free to call either of us at any time.

Sincerely yours,



L. Robert LeGoy, Jr.


Donald A. Lattin

LRL:sm
Enclosures

MCL002007

WJ 000562

LeGoy, Bob

From: LeGoy, Bob
Sent: Monday, August 13, 2018 10:51 AM
To: Mark W. Knobel (mknobel@mcdonaldcarano.com)
Subject: FW: Informed Consents to Representations and Waivers of Conflicts in Jaksick litigations

Mark,

Below is Adam's response to my email to him of August 3 that I just emailed to you. We are concerned that if this is Stan Jaksick's final position, our firm might have to resign from representing Todd Jaksick and Mike Kimmel as Co-Trustees and advise them to hire trust litigators to replace Don. You attended the meeting where our firm, your firm, and Phil Kreitlein's firm carefully arranged the representations of the Co-Trustees during these litigations, so we want you involved in this issue. Please review my this email and my prior email and call me when you have time. I will be out of my office on Thursday and Friday of this week and I believe Don and Adam are in depositions in these litigations most or all this week. I am available for a meeting or phone conference about any time this afternoon, tomorrow, or Wednesday. Thanks

Bob LeGoy

L. Robert LeGoy, Jr., Esq.

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From: Adam Hosmer-Henner [<mailto:ahosmerhenner@mcdonaldcarano.com>]
Sent: Tuesday, August 07, 2018 10:33 AM
To: LeGoy, Bob
Cc: Lattin, Don
Subject: RE: Informed Consents to Representations and Waivers of Conflicts

Bob and Don,

After speaking further with Stan, our position has not changed since our last conversations concerning the representation of Stan as Co-Trustee of the Family Trust by Phil Kreitlein. I do not see a reason for Stan to preemptively waive any of Maupin Cox's conflicts of interest or any benefit to him, especially as discovery is continuing and we are still investigating matters that occurred during the time Maupin Cox was representing the Family Trust and Stan as Co-Trustee. Furthermore, we have not waived or consented to your representation in any capacity, but have continued to reserve our rights.

I understand and appreciate your complicated and difficult situation, but any conflicts here arose as a result of your firm's decision to participate in the litigation and represent two of the Co-Trustees in an adverse litigation posture to Stan and to Wendy, after previously serving as trust counsel. Given the posture of the case and parties, you are better situated to determine whether you have any non-waivable conflicts, but we are not inclined to execute the requested consent and waiver with or without additional limitations at this time.

Best,

Adam Hosmer-Henner Partner

McDONALD CARANO

P: 775.788.2000 E: ahosmerhenner@mcdonaldcarano.com

From: LeGoy, Bob [<mailto:blegoy@mcllawfirm.com>]

Sent: Friday, August 3, 2018 12:28 PM

To: Adam Hosmer-Henner <ahosmerhenner@mcdonaldcarano.com>

Cc: Lattin, Don <dlattin@mcllawfirm.com>

Subject: FW: Informed Consents to Representations and Waivers of Conflicts

Adam,

Don escaped for the weekend. I have attached the letter and Consent and Waiver form we discussed with you this morning. You said you probably will want some limitations. As we said, we will not represent Co-Trustees Todd and Mike in making breach of fiduciary duty claims against Stan for acts or omissions he committed while we represented him as Co-Trustee. Please propose any other limitations you want. If issues are to be litigated that are not covered by the Consent and Waiver, we will refer Todd and Mike to other trust litigation counsel to represent them on those issues. Thanks and have a good weekend.

Bob LeGoy

L. Robert LeGoy, Jr., Esq.

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**INFORMED CONSENT TO REPRESENTATIONS
AND WAIVER OF PAST, CONCURRENT
AND FUTURE CONFLICTS**

I have read the letter from the law firm of Maupin, Cox & LeGoy to which this Consent and Waiver is attached, and I have consulted with and been advised by my separate independent counsel with respect to this Consent and Waiver and as to the legal effects thereof. I hereby give my informed consent to the law firm continuing in the roles described in the letter and I hereby waive, individually and in all possible representative capacities, including but not limited to as a Co-Trustee of The Samuel S. Jaksick, Jr. Family Trust, any past, concurrent, or future conflicts of interest the law firm might have in pursuing the described roles. This Consent and Waiver is given in accordance with all applicable laws, including but not limited to Nevada Rules of Professional Conduct 1.7 and 1.9.

Dated: _____, 2018.

Todd B. Jaksick

Stanley S. Jaksick

Michael S. Kimmel

MAUPIN, COX & LEGOY

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October 27, 2014

Mr. Stanley S. Jaksick
500 Damonte Parkway, Suite 980
Reno, Nevada 89521

Dear Stan:

You asked me to explain how your Dad's sudden and unexpected death on April 21, 2013, affected your agreement to give your prior wife, Lisa, \$100,000 from the sale of a Montreux lot after your divorce in early 2013. The following is that explanation. I derived these facts from my discussions with you, your brother Todd and Kevin Riley, CPA and my firm's work for you. You asked me to give you this explanation because my law firm represents you and your brother as the sole Co-Trustees of your Dad's Family Trust and represents you and your brother and Kevin Riley, CPA as Co-Executors of your Dad's estate.

When you and Lisa divorced, you worked for Montreux Development Group, LLC (Montreux), and Montreux owned most of the lots in the Montreux subdivision surrounding the Montreux golf course. At the time of your divorce, Montreux was owned 4.25% by you as your separate property and the balance by Toiyabe Investment Co., a Nevada corporation. Toiyabe was owned 100% by your Dad. Thus, you owned 4.25% of Montreux and your Dad owned the remaining 95.75%. In an effort to settle your divorce with Lisa, you asked your Dad if you could borrow or be paid \$100,000 from the sale of a Montreux lot and give it to Lisa. Your Dad agreed to do that to help you and Lisa.

After you divorced, your Dad gave you 50% of Toiyabe, but he tragically died six days later. His death has created substantial financial turmoil and stress for you and your entire family. This turmoil and stress has made it impossible for you to consummate your payment of \$100,000 to Lisa.

Your Dad fortunately and unfortunately died at a time when his assets had declined in value and he faced substantial liabilities. That is fortunate because his estate tax liability will be much less than anyone anticipated. It is unfortunate because those assets declined to such an extent and his liabilities are so high that you and your brother are having a very difficult time managing the satisfaction of all your Dad's creditors. Your Dad's creditors include the IRS. You had to pay your Dad's 2013 federal income taxes. In addition, your

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WJ 000566

MCL002012

WJ 000567

MAUPIN, COX & LeGOY

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October 27, 2014

Mr. Stanley S. Jaksick
500 Damonte Parkway, Suite 980
Reno, Nevada 89521

Dear Stan:

You asked me to explain how your Dad's sudden and unexpected death on April 21, 2013, affected your agreement to give your prior wife, Lisa, \$100,000 from the sale of a Montreux lot after your divorce in early 2013. The following is that explanation. I derived these facts from my discussions with you, your brother Todd and Kevin Riley, CPA and my firm's work for you. You asked me to give you this explanation because my law firm represents you and your brother as the sole Co-Trustees of your Dad's Family Trust and represents you and your brother and Kevin Riley, CPA as Co-Executors of your Dad's estate.

When you and Lisa divorced, you worked for Montreux Development Group, LLC (Montreux), and Montreux owned most of the lots in the Montreux subdivision surrounding the Montreux golf course. At the time of your divorce, Montreux was owned 4.25% by you as your separate property and the balance by Toiyabe Investment Co., a Nevada corporation. Toiyabe was owned 100% by your Dad. Thus, you owned 4.25% of Montreux and your Dad owned the remaining 95.75%. In an effort to settle your divorce with Lisa, you asked your Dad if you could borrow or be paid \$100,000 from the sale of a Montreux lot and give it to Lisa. Your Dad agreed to do that to help you and Lisa.

After you divorced, your Dad gave you 50% of Toiyabe, but he tragically died six days later. His death has created substantial financial turmoil and stress for you and your entire family. This turmoil and stress has made it impossible for you to consummate your payment of \$100,000 to Lisa.

Your Dad fortunately and unfortunately died at a time when his assets had declined in value and he faced substantial liabilities. That is fortunate because his estate tax liability will be much less than anyone anticipated. It is unfortunate because those assets declined to such an extent and his liabilities are so high that you and your brother are having a very difficult time managing the satisfaction of all your Dad's creditors. Your Dad's creditors include the IRS. You had to pay your Dad's 2013 federal income taxes. In addition, your

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October 27, 2014

Page 2

Dad's federal estate tax was reported to the IRS to be \$540,964. However, because your Dad was so heavily invested in real estate, the IRS might argue you owe much more than that. In addition, your Dad's Family Trust and estate do not have the money to pay his federal estate tax. The IRS has accepted that fact and agreed to let you and your brother pay it over the next 14 years.

As everyone knows, your Dad's obligations to the IRS are the first priority for your Dad's Family Trust and estate. Your Dad's creditors who have security interests in your Dad's assets have second priority and his unsecured creditors have third priority. You, your brother and Kevin have serious legal obligations to properly manage all your Dad's affairs. In doing that, I presume your Dad's Family Trust and estate have spent hundreds of thousands of dollars on appraisers, accountants, lawyers and other professionals to help you complete this monumental task. You, your brother and your sister are the primary beneficiaries of your Dad's Family Trust and estate, and you are the last priority obligation. If you and your brother and sister do not receive anything from your Dad's Family Trust and estate, you will not have any recourse against anyone. The IRS, all your Dad's other creditors and all the professionals you have hired must to be paid before you three beneficiaries can receive anything from your Dad's Family Trust and estate.

Based on the foregoing, you do not have any legal right to take \$100,000 from the sale of a Montreux lot and give it to Lisa as you and your Dad agreed. That is your personal liability so none of your Dad's interests can be used to satisfy it. The only good news is you now own more of Montreux because your Dad gifted you more of it six days before he died. You have used that position to try to pay Lisa. After your Dad died, you received approximately \$156,000 in distributions from lot sales in 2013. You determined you were compelled to loan \$93,500 of that to your Dad's Family Trust to help it pay its liabilities, you repaid approximately \$20,000 to Lisa, you paid \$20,000 to Lisa's divorce lawyer, you paid \$15,000 to your divorce lawyer and paid other creditors and retained approximately \$5,000 of the rest. In all, you believe by carefully managing your cash flow and your numerous financial obligations, you have paid Lisa approximately one-half of what you owe her and you intend to continue to do that as you can.

Your Dad left all of you in this circumstance, even though everyone knows he never intended to do that. This occurred because of the unforeseen and unfortunate decline in the world wide real estate market and economy that occurred in 2008. Our office has seen many sad and unexpected consequences of that real estate decline. Some very wealthy and successful people lost everything during that economic crash.

It appears to me and the other lawyers in our firm who are helping you, Todd, and Kevin that you and your brother are working hard to resolve your Dad's creditor issues and at the same time resolve your personal creditors by making payments as you can.

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WJ 000571

October 27, 2014

Page 3

If you or your divorce lawyer have any questions about my comments, please feel to call or write to me at any time. Also, if you, Kevin, or your divorce lawyer determines anything I have said is not entirely accurate, please tell me that so I can correct it. Thanks for letting us help you through all these difficult processes.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'LRL' with a stylized flourish.

L. Robert Legoy, Jr.

LRL:jr

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September 3, 2014

VIA E-MAIL - jaksickhome@live.com

Ms. Wendy Ann Jaksick Smrt
2330 Clementine Lane
Reno, Nevada 89521

October 27, 2014 - forwarded via
Certified Mail - Return Receipt Requested
Receipt # 7011 1570 0002 9503 4274

Re: Your Letter dated August 16, 2014

Dear Wendy:

As you know, this law firm represents your brothers as the sole Co-Trustees of your Dad's Trusts and represents your brothers and Kevin as Co-Executors of your Dad's estate. Because your letter has legal implications, they asked our firm to formally respond to it.

We regret to inform you that no additional amounts can be paid on the Note at this time. It is an unsecured Note that is just one of your Dad's many debts. Your father fortunately and unfortunately died at a time when his assets had declined in value and he faced substantial liabilities. That is fortunate because his estate tax liability will be much less than anyone anticipated. It is unfortunate because those assets declined to such an extent and the liabilities are so high your brothers are having a very difficult time managing the satisfaction of all your Dad's creditors. Your brothers each have a Note similar to yours, and it puts the three of you in a position where you are simply unsecured creditors to your Dad's Trust. They have not received any payments on their Notes, and they are paying you because they realize you are in such a desperate financial situation. They are sorry about that, but your dad left all of you in this circumstance, even though everyone knows he never intended to do that. All of you are in this situation because of the unforeseen and unfortunate decline in the world wide real estate market and economy that occurred in 2008. Our office has seen many sad and unexpected consequences of that real estate decline. Some very wealth and successful people lost everything during that economic crash.

You can try to sell the Note if you want, but you must tell any prospective buyer that your Dad's Trust will stop making all payments and your buyer will have to sue your Dad's Trusts to try to recover anything. Our firm will defend your Dad's Trusts in the event of such a lawsuit. This defense probably cost your Dad's Trusts a substantial amount of money that would otherwise be paid to creditors or distributed to you and your brothers

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MAUPIN, COX & LeGOY

Ms. Wendy Ann Jaksick Smrt
September 3, 2014
Page 2

when the Trust administrations are completed. This is not a threat. We are telling you this because your brothers are working hard to resolve your Dad's creditor issues and at the same time, accommodating you by making the payments they are making, and they will not extend that same accommodation to anyone who purchases your Note. Our firm will not allow them to do that until your Dad's Trusts and estate are in a position where they can settle with all their creditors.

If you have any more questions about this unfortunate situation, please feel to call or write to me at any time. Please be aware I will be out of my office from September 4 to September 15 and during that time, you can talk to either Brian McQuaid or Procter Hug, IV of our office. We respectfully tell you that we regret to give you this information. Your father was a great man who tried to do his best for his entire family, and it is unfortunate that his Trusts and estate have these issues.

Sincerely yours,


L. Robert LeGoy, Jr.

LRL:dd

cc: Todd B. Jaksick, Co-Trustee
Stanley S. Jaksick, Co-Trustee
Kevin Riley, CPA, Co-Executor
Brian C. McQuaid, Esq.
Procter J. Hug, IV, Esq.

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MCL002021

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July 9, 2014

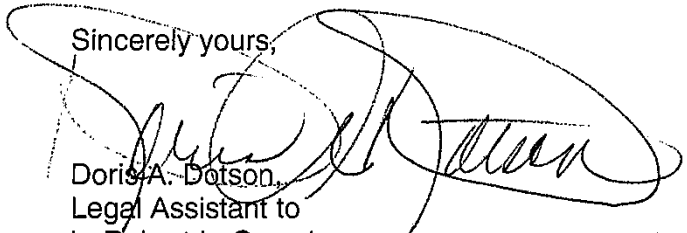
Kevin Riley, CPA
Rossman MacDonald & Benetti, CPAs
3838 Watt Avenue, Suite E-500
Sacramento, California 95821

Re: SSJ's Issue Trust Agreement

Dear Mr. Riley:

Pursuant to Mr. LeGoy's request, enclosed is a copy of the above-entitled Trust Agreement. If you have any questions or require additional information, please give me a call.

Sincerely yours,


Doris A. Dotson,
Legal Assistant to
L. Robert LeGoy, Jr.

:dd
Enclosure

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SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Ms. Wendy Ann Jaksick Smrt
2330 Clementine Lane
Reno, NV 89521

RECEIVED
NOV - 3 2014
MAUPIN, COX & LEGOY

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Alexi Smrt

☐ Agent
☐ Addressee

B. Received by (Printed Name)

Alexi Smrt

C. Date of Delivery

10/8

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

4005 QUAIL ROCK
RENO 89511

3. Service Type

☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number:

(Transfer from service label)

7011 1570 0002 9503 4274

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-15

U.S. Postal Service™

CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage

\$ 4.48

Certified Fee

3.30

Return Receipt Fee
(Endorsement Required)

2.70

Restricted Delivery Fee
(Endorsement Required)

Total Postage & Fees

\$ 6.48

Postmark
Here



Sent To

Ms. Wendy Ann Jaksick Smrt

2330 Clementine Lane

Reno, NV 89521

LRL - Jaksick

PS Form 3800, August 2006

See Reverse for Instructions

7011 1570 0002 9503 4274

WJ 000580

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June 17, 2010

PERSONAL AND CONFIDENTIAL

Mr. Samuel S. Jaksick, Jr.
Mr. Todd B. Jaksick
4005 Quail Rock Lane
Reno, NV 89511

Re: Evaluation of Real Estate Purchase Option for Sam's Incline Residence

Dear Sam and Todd:

Recently we prepared a memorandum addressing the details of a Qualified Personal Residence Trust ("QPRT") and possible alternatives to a QPRT. While preparing that memorandum, we were surprised we could not find law or writings addressing the use of a real estate purchase option in estate planning. As that was your original reason for calling us, we followed up to try to determine why there was not more information on that issue. Please be advised we are not billing you for our time to prepare this follow-up. We were curious and we also knew you and Kevin would be interested in the outcome of our research, so we have prepared this letter to share our conclusions with you three.

When you first called Bob, you told him you were interested in considering Sam granting an option to purchase his Incline residence to Todd and possibly his brother and sister. In a simple option to buy real property, the property owner ("grantor") grants to another person (the "holder") the right, for a fixed period of time, to buy the real property under stipulated terms. In exchange, the holder pays the grantor an agreed upon sum. If the option lapses, the grantor recognizes income at that time equal to the amount of the option purchase price and the holder winds up with a capital loss or ordinary loss for the price paid for the option. If the option is exercised, the grantor recognizes gain or loss on the sale of the real property. The value paid for the option is included in the sale proceeds.

Revenue Ruling 80-186 provides that if any individual grants a child an option to buy property at a specified price at some time in the future, the grant is an immediate gift, regardless of whether the option is ever exercised if under state law the option is binding and enforceable on the date of transfer. In that ruling, A transferred to his child, B, an option to purchase real property in State X owned by A. B paid \$10 for the option, which gave B the right to purchase the property at

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Mr. Samuel S. Jaksick, Jr.
Mr. Todd B. Jaksick
June 17, 2010
Page 2

any time during a 2-year period for \$475,000, and the fair market value of the property on the date of the option was \$500,000. The Revenue Ruling explains that a completed gift was made by A at the time A transferred the option to B. The amount of the gift is the difference between the fair market value of the option on the date it was given to B, and the consideration in money or money's worth paid by B (\$10). The Revenue Ruling explains that the value of the option is a factual question for determination by the IRS district director on audit, and there is no analysis of the option's fair market value.

Given Revenue Ruling 80-186, a fundamental question is how to value an option, knowing that granting an option may likely result in a taxable gift. The IRS has said that the valuation of an option is a factual question, and factors to consider include the fair market value of the property, the exercise price, the time period of the option, and the potential for appreciation or depreciation during the period. Rev. Rule 80-186. See also Checkpoint Estate Planning Analysis, Annotation, and Explanations Section 82.694 ("An option to buy property is, at any moment, worth at least the difference between the fair market value of the property and (if lower) the exercise price of the option"). If the value of Sam's house appreciates prior to his death, we can see the IRS arguing that it was worth substantially more at the time Sam granted the option because of the "time period of the option" and the "potential for appreciation" during this period of time, even if the current appraised fair market value of the property was much lower. Thus, there is a strong risk that the IRS could claim that the grant of the option was a gift of substantial value by Sam at the time the option was granted.

Given that the granting of a valid, enforceable option is a completed gift for gift tax purposes, by inference, the exercise of the option does not result in any further gift, even if the value of the property when the option is exercised exceeds the total consideration paid. Checkpoint, Estate Tax Freezing Techniques, Section 8.02 (7) (c).

Finally, the fair market value of property subject to an option may not be equal to true fair market value. If options have any effect at all on the fair market value of assets to which they are attached, they tend to decrease the value. Bogdanski, Federal Tax Valuation, Section 6.04(10)(b)(I). However, generally, any option or transfer restriction must be disregarded for valuation principles for federal estate, gift and generation skipping transfer tax liability.

Section 2703(a) of the Internal Revenue Code provides that for wealth transfer tax purposes, the value of any property shall be determined without regard to any option, agreement or right to acquire or use the property at a price less than the fair market value of the property or any restriction on the right to sell or use the property. The effect of 2703(a) is to blunt the depressant effects that private agreements can have on the fair market value of property. Congress implemented IRC Section 2703 feeling that the traditional valuation principles left open opportunities for wealth



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WJ 000584

Mr. Samuel S. Jaksick, Jr.
Mr. Todd B. Jaksick
June 17, 2010
Page 3

transfer avoidance through agreements among related parties. By subjecting their property to options in favor of family members, taxpayers could reduce the value of the property substantially. Instead, now, if Section 2703 applies, one must ignore certain options, rights or restrictions for valuation purposes completely, and as a result, they do not reduce at all the fair market value for federal wealth transfer tax purposes. Bogdanski, Federal Tax Valuation, Section 6.04(2)(a).

However, in keeping with the anti-abuse nature of Section 2703, there is one principal exception, which is governed by a three part test requiring that the arrangement be a bona fide business transaction, not a testamentary device, and on terms comparable to those entered into in arm's length transactions. IRC Section 2703(b).

Applying this framework to the proposed real estate option on the Incline residence, Sam could enter into an option with Todd, giving the Todd the right to acquire the Tahoe property at an agreed upon price for an agreed upon period of time. The option would be a taxable gift for Sam, if the option price is less than fair market value of the real property. As described above, determining the fair market value of the real property is very difficult and all the factors described in Revenue Ruling 80-186 must be considered. The value of Sam's gift would be offset by any consideration paid by Todd for the option. If the option were subsequently exercised, Todd would purchase the residence for the option price, and Sam would report the corresponding gain or loss, including any amount Todd paid for the underlying option in addition to the option price for the residence. If the home appreciated during the term of the option, there would not be any further taxable gift for that appreciation. However, as discussed above, the term of the option and the likelihood of appreciation are factors that must be assessed in determining the fair market value of the option. Accordingly, the very factors that may lead to the option being a favorable asset for Todd may also increase the taxable gift value of the option from Sam. Finally, 2703(a) appears to give the IRS new rights to disregard the option entirely. The IRS would be most likely to take that position if Sam died before the option was exercised. It does not appear the IRS can do that if Todd exercises his option while Sam is still alive, but that conclusion is not clear.

If the option were not exercised during Sam's lifetime, unless the 2703(b) exclusion test were met which we believe would be very unlikely in light of the facts and circumstances associated with this option, the full fair market value of the residence would be included in Sam's estate. The option, and any effect it may have on the fair market value of the property, would be ignored.

The existence of Revenue Ruling 80-186 and Section 2703(a) of the Internal Revenue Code are obviously the reasons we cannot find any cases or rulings addressing the estate and gift tax consequences of options given by one family member to another. They make (1) the estate and gift tax consequences difficult to determine and (2) effectuating these arrangements very risky.

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WJ 000586

Mr. Samuel S. Jaksick, Jr.
Mr. Todd B. Jaksick
June 17, 2010
Page 4

Please call us if you want to further discuss these issues or if you still want to try to effectuate an option arrangement.

Sincerely yours,



L. Robert LeGoy, Jr.

Melissa Dooley Johnson

LRL:MDJ:jo
c: Kevin Riley, CPA

MCL002033

WJ 000588

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April 12, 2007

Samuel J. Jaksick, Jr., President
Todd B. Jaksick, Secretary/Treasurer
Home Camp Land and Livestock Co., Inc.
4005 Quail Rock Lane
Reno, Nevada 89511

Dear Sam and Todd:

Enclosed are two binders. The first one includes one copy each of the SSJ's Issue Trust Agreement, the old Stock Certificate and the new Stock Certificate which were delivered on March 31. The second binder includes the TBJ's Issue Trust Agreement, Todd's old Stock Certificate and the Trust's new Stock Certificate.

We discussed that you will add other relevant documents to the binders, such as the Appraisals, the Gift Tax Returns, and the Leases. However, the Leases should also be filed in your corporation and ranch business files. The Leases are more relevant to those files than to these binders. Jessica can make additional dividers for the binders or call us to do it for her.

I explained the corrections that need to be made to Meridian's Appraisal Report, even though you are not going to use it. Heather Tryon of Meridian told me they cannot issue their final report until they have a chance to review Kurt's final report. Please make sure Kurt sends them a copy of that final report when he issues it.

If you have any questions about the binders or any other aspect of these transactions, please call me at any time. Again, our firm appreciates the opportunity to work with you two, Jessica, Kevin, Geoff, Kurt, Meridian, and John Marvel on this very interesting project that hopefully will benefit your family for many generations.

Sincerely yours,



L. Robert LeGoy, Jr.

LRL:dd
Enclosures
cc(w/encls.): Kevin Riley, CPA
Mr. Geoff Grenert

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WJ 000589



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WJ 000590

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December 27, 2006

Samuel S. Jaksick, Jr., President
Todd B. Jaksick, Secretary/Treasurer
Home Camp Land and Livestock Co., Inc.
4005 Quail Rock Lane
Reno, Nevada 89511

Re: The SSJ's Issue Trust Agreement

Dear Sam and Todd:

Enclosed is the original and one copy of The SSJ's Issue Trust Agreement I have revised to reflect some of the comments made by Kevin Riley, Geoff Grenert, and Ernie Maupin. Ernie Maupin has not yet completed reviewing it, and I am not sure he will be able to that before you execute it. I will advise you if he has any additional changes.

Please note the changes are to the following provisions. We substituted Kevin Riley for Ken Huff as a successor Trust Protector in paragraph E. of Article II on page 9 after Ernie informed me and Todd confirmed Ken is an employee of yours. We revised the Trustee's powers 10., 18., and 23. on pages 20, 21, and 22. We added the last two sentences of paragraphs B. and C. of Article V on pages 27 and 28. We revised paragraphs J., M., and O. of Article VIII. Finally, we corrected two minor typographical errors.

If you have any more changes to the enclosures, please advise me. Otherwise, if they are satisfactory to you as currently drafted, please proceed to execute them unless you want to wait for Ernie's additional comments. If Ernie or any of the others has any more changes, I will advise you immediately. However, please be reminded I will be out my office from December 28 until January 7. My partner Gus Rossi will be available to help you during that period if you need anything.

Sincerely yours,


L. Robert LeGoy, Jr.

LRL:dd
Enclosures
cc(w/encs.): Ernest J. Maupin, Esq.
Gus J. Rossi, Esq.
John E. Marvel, Esq.
Kevin Riley, CPA
Mr. Geoff Grenert

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MAUPIN, COX & LEGOY

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December 6, 2006

PERSONAL & CONFIDENTIAL

CONFIDENTIAL ATTORNEY-CLIENT COMMUNICATION

Samuel S. Jaksick, Jr., President
Todd B. Jaksick, Secretary/Treasurer
Home Camp Land and Livestock Co., Inc.
4005 Quail Rock Lane
Reno, Nevada 89511

Re: The SSJ's Issue Trust Agreement

Dear Sam and Todd:

Enclosed are the following documents we prepared to establish The SSJ's Issue Trust:

1. One copy of The SSJ's Issue Trust Agreement;
2. A form letter for Todd as Trustee to send to Sam's children, grandchildren, and other issue notifying them of their Crummey rights after Sam makes a gift to the Trust;
3. An alternative form letter from Sam to Todd as Trustee directing Todd not to apply the Crummey power to any transfers to the Trust; and
4. Form SS-4, Application for Employer Identification Number for the Trust. It is to be signed and telefaxed or emailed to the Internal Revenue Service. We presume Kevin will want to use it to obtain the Number from the IRS website.

The enclosures were prepared based on various meetings and telephone conversations among you, your accountants, various appraisers, and members of our firm regarding succession and creditor protection planning for your Home Camp corporation and related estate, gift, and insurance issues. You have hired us to assist you with this project because of our depth and experience in representing clients in these matters. Because of that, I have discussed this business planning with Ernie Maupin, Fred Oats, Gus Rossi, and Kurt Hunsberger from my office. I have worked primarily with Ernie, and Ernie has consented to review this letter and the enclosed Trust Agreement at the same

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WJ 000593



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WJ 000594



Samuel S. Jaksick, Jr., President
Todd B. Jaksick, Secretary/Treasurer
December 6, 2006
Page 2

time you are reviewing them. This is a huge advantage because no one in the State of Nevada has more expertise in this area than Ernie. He generally does not take new clients, but he has consented to assist you because of his connections with you through Montreux and other endeavors. After all of us have reviewed the documents, we probably should arrange a meeting or telephone conference to review them together in detail.

The following letter describes the most significant portions of the Trust Agreement.

PURPOSE

The Trust Agreement creates an irrevocable trust to which Sam intends to contribute his 49% of the stock in Home Camp. In addition, we understand he might want to transfer one or more policies of life insurance on his life and possibly other assets to the Trust at various times in the future. As we discussed, there are advantages to contributing cash to the Trust and having it apply for and purchase new life insurance policies on Sam's life if he wants the Trust to serve as a life insurance trust.

The Trust is to be a single, generation-skipping trust benefitting all Sam's issue, including Todd, and the surviving spouses of Sam's deceased issue. It is intended to exist as long as permitted under Nevada law. Currently, Nevada's rule against perpetuities will permit the trust to continue for 21 years after the death of all the current beneficiaries. However, as I told you, the Nevada legislature passed an amendment to the rule in 2005 that might extend that limit to 365 years. We anticipate Nevada will finally establish a rule against perpetuities that will permit the Trust to continue for several generations. As we also discussed, the Trust Agreement allows the trustee to change the situs of the Trust to another state for any reason and the rule against perpetuities of that state automatically will apply to this Trust. A number of states currently have no rule against perpetuities, so trusts with a situs in those states can continue for an unlimited time.

As we discussed, the Trust should provide the following benefits. First, the trust assets should not be subject to the claims of any of your creditors or the creditors of any of your issue. This should include the IRS, spouses, plaintiffs in personal injury or business law suits, and other creditors. A second but related benefit is the trust assets should not be subject to federal estate or generation-skipping taxation on your death or on the deaths of your children, grandchildren, and other issue or any of your spouses. Thus, the Trust will help accomplish your goal of protecting the ranching properties owned by Home Camp for your family to control, operate, and use for as long as legally possible. Third, the Trustee will have the discretion to make the trust assets available to be used by your children, grandchildren and other issue and the surviving spouses of any of your deceased issue. Fourth, the Trustee will have the discretion to vote Sam's stock in Home



4.

1

MCL002051

WJ 000596



Samuel S. Jaksick, Jr., President
Todd B. Jaksick, Secretary/Treasurer
December 6, 2006
Page 3

Camp to elect the directors of the corporation. You two, as the Trustees of the two Trusts that own 98% of the Home Camp stock, can elect yourselves to continue as the directors of the corporation, and the Board of Directors can elect you two to continue as the officers of the corporation. As the officers of the corporation, you can continue to operate and use the ranch for business and personal purposes as its executive employees. In this manner, this Trust and Todd's new Issue Trust will control the corporation and all its properties and businesses.

TRUSTEES

As you requested, Todd has been designated as sole Trustee of the Trust. As such, Todd will have complete control over the management of Trust's assets. The Trustee also will have control over distributions, but the Trust Protectors also will have powers to make distributions as described below.

Ray Benetti is named first successor Trustee, and Ken Huff is named the second successor Trustee. Each Trustee has the authority to appoint another person or entity to serve as co-trustee with him. In addition, the last named Trustee to serve can appoint a successor Trustee. The successor Trustee so appointed can be any person or qualified entity except Sam.

You understand Todd has a conflict of interest in serving as sole Trustee because he and his issue also are beneficiaries of the Trust with interests that compete with those of other beneficiaries. You told us you do not believe that will not be a problem because Todd will properly perform his fiduciary duties.

FUNDING

Anytime after you two execute the Trust Agreement, Sam can transfer his 49% interest in Home Camp to the Trust by endorsing the back side of his stock certificates to transfer his stock to "Todd B. Jaksick, as Trustee of The SSJ's Issue Trust under the Agreement dated _____, 2007." Todd also should open a checking account in the name of Trust, and he should be the sole signatory on the account. Todd should deposit all cash Sam gifts to the Trust and all cash distributions to the Trust from Home Camp or any other trust assets into the account. All distributions of cash from the Trust should be made from the account. The Trust's EIN should be used to open the account.

Each transfer to the trust will be considered a gift for federal gift tax purposes. You told us Sam can make gifts up to the maximum \$1,000,000 that is exempt from federal



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estate taxation. Sam also told us his wife will consent to him using her \$1,000,000 exemption when he makes his gift of Home Camp stock to the Trust. Based on our discussions with the appraisers we have hired, we anticipate Sam's gift of Home Camp stock will be valued at approximately \$1,200,000. Sam therefore should file a gift tax return for 2007 which will claim he owes no gift tax on that entire gift. In addition, Sam and Janene should each allocate enough of their generation-skipping transfer tax exemptions to the gifts to entirely exempt them from the generation-skipping transfer tax.

In addition, as you requested, we have drafted the Trust to be the owner and beneficiary of life insurance policies on Sam's life. The federal estate tax laws provide that the proceeds of policies of life insurance are subject to federal estate taxation in the estate of the insured if the insured owns any "incidents of ownership" in the policies at the time of his death or if the policy is gifted to the Trust within three years before the insured's death. It generally is believed that if the insured serves as trustee of an irrevocable life insurance trust which owns the policies insuring his or her life, then the insured is deemed to have held "incidents of ownership" in the policies at the time of his or her death. This is one reason you have designated Todd, rather than Sam, to serve as Trustee.

In addition to the \$1,000,000 federal gift tax exemptions described above, the federal gift tax laws provide that each individual can gift to any number of individuals up to \$12,000 each calendar year and entirely exclude those gifts for all federal gift tax purposes. This is referred to as the "annual exclusion" from federal gift tax. In addition, a person's spouse can consent to allow the person to use the spouse's \$12,000 annual exclusion. This increases to \$24,000 the amount a person can gift to any number of other persons each calendar year. Such gifts do not reduce the donor's \$1,000,000 lifetime federal gift tax exemption. It is our understanding Sam is using a substantial amount of his annual exclusion gifting to his children amounts they use to pay premiums on a life insurance policy on his life. However, he has some annual exclusion he is not using and might want to use in making gifts to the Trust. Sam must inform Todd each time he makes a gift to which he wants to apply his annual exclusion. The notice must tell Todd how much annual exclusion is to be applied to each gift, and he also must advise Todd whether and to what extent Janene consents to apply her annual exclusion to the gift.

One problem is that for a gift to be eligible for the annual exclusion, the donee must be given a "present interest" in the gift. Gifts to a trust generally are gifts of a "future interest" which do not qualify for the annual exclusion. However, in the case of Crummey v. Commissioner, the Ninth Circuit Court of Appeals held that a gift in trust constitutes a gift of a present interest so long as the beneficiaries of the trust are given the right to withdraw property transferred to the trust with a value equal to the gift tax annual exclusion during a specified period of time following the transfer. This power is referred to as a



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"Crummey" power. Subparagraph A.1. of article II of the Trust Agreement grants to each of Sam's children, grandchildren and other issue such a withdrawal right. In an effort to better validate the "Crummey" power, Todd as Trustee should give each of Sam's lineal descendants written notice each time a gift is made to the Trust. Each such notice should advise the lineal descendant of his or her withdrawal right. The form letter which is enclosed may be used by Todd to give "Crummey" notices to Sam's children and grandchildren.

Included in the "Crummey" power language on the bottom of page two and the top of page three are some confusing provisions designed to minimize the potential adverse gift and estate tax consequences of the power for the beneficiaries of the Trust. A "Crummey" power is a general power of appointment held by the beneficiary over the assets the beneficiary can withdraw from the Trust. If the beneficiary does not withdraw the property, the power will lapse. Allowing the power to lapse may result in a taxable gift of a future interest by the beneficiary. Under Internal Revenue Code Sections 2041(b) and Section 2514(e), the lapse of a beneficiary's power of withdrawal is, in effect, ignored for gift and estate tax purposes to the extent that the property subject to the power does not exceed the greater of \$5,000 or five percent (5%) of the value of the property (commonly known as the "five and five exception"). Unfortunately, the five and five exception does not match the current annual gift tax exclusion of \$12,000. Consequently, a transfer of \$12,000 per lineal descendant coupled with a withdrawal right might be entitled to the annual exclusion from gift taxes but causes a taxable lapse of \$7,000 by each of the beneficiaries who fails to make a withdrawal. In order to minimize such potential adverse gift or estate tax consequences to the beneficiaries, the language included at the bottom of page two and top of page three creates what is referred to as a "hanging power." It provides each beneficiary's withdrawal power will lapse only to the extent protected from taxation by the five and five rules. The balance of each beneficiary's withdrawal power will continue until it is exercised or lapses. We realize that this is confusing but including the language should protect the beneficiaries of the Trust from some unintended estate and gift tax consequences.

The "Crummey" notices will be signed by Todd and should state the total amount transferred to the Trust and the portions subject to withdrawal. We will help you prepare them any time you want. Under the terms of the Trust Agreement, the withdrawal rights are limited to the lesser of (a) the amount transferred to the trust, or (b) the amount of federal gift tax annual exclusion then available for gifts to each child from the transferor (i.e. \$12,000 each or \$24,000 if Sam's wife consents to allow him to use her annual exclusion) reduced by the amounts of gifts previously made to either Sam or his wife during the calendar year. Please also note that each child's or grandchild's withdrawal rights are



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aggregated with his or her withdrawal rights from all trusts under which he or she has such rights.

The letter notifying a lineal descendant of the withdrawal rights must be delivered to him or her within 30 days after each transfer to the trust, and he or she has 30 days from the date of the notice in which to exercise or waive the right. In order to avoid having to wait the entire 30 days prior to use funds gifted to the trust, we recommend each child and grandchild sign a written declination of his or her withdrawal right within a short period of time after receipt of the notice from the Trustee. At the end of the notification letter is a statement which may be signed by each of them or their guardians to decline the withdrawal right.

DISTRIBUTIONS

Paragraphs A.3. and B.4 of Article II provide that so long as the Trust is in existence, the Trustee will have the authority to make distributions to Sam's living issue and the surviving spouses of Sam's deceased issue as much income in the trust estate as they need for their health, education, support, and maintenance. As you specifically requested for a variety of reasons, no principal can ever be distributed by the Trustees to any of Sam's issue or the surviving spouses of his deceased issue for any purpose. However, paragraphs B. and C. of Article V permit the Trustee, in his discretion, to permit your living issue to use real and personal property owned by the Trust or owned by entities in which the Trust has an interest. Home Camp will be such an entity. This should give the Trustee the power to allow beneficiaries to build homes on the ranch and otherwise use the ranch properties for personal purposes. As we discussed, the Trustee can build homes on the ranch and allow beneficiaries to live in them at no charge. Since Todd can permit himself to use trust assets, the IRS might argue he has a general power of appointment over the entire Trust. We researched this issue and concluded this should not be the case. However, it would be a significant tax consequence because Todd would be deemed to own the trust assets for estate and gift tax purposes. The best way to avoid this risk is to name only independent Trustees.

In addition to the foregoing, subparagraphs A.4. and B.5. of Article II grant the Trust Protector a special power of assignment which allows the Trust Protector to make distributions to your issue and surviving spouses of deceased issue for any reason. The purpose of the Trust Protector provision is to provide greater flexibility to address any changes in the tax laws or changes in family circumstances that might arise. Paragraph E. of Article II appoints Ray Benetti, CPA, as the initial Trust Protector. Ken Huff is named as Successor Trust Protector. Paragraph E. also provides procedures for the beneficiaries to appoint additional successor Trust Protectors. Each successor Trust Protector must be an



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unrelated individual with at least five years experience with the administration of estates and trusts as an attorney or certified public accountant, as a Trustee of one or more trusts, as a personal representative of one or more estates, as a trust officer with a trust department of a licensed bank or trust company, or any combination of the foregoing. Please be advised that by granting beneficiaries the authority to appoint a successor Trust Protector an argument could be made that the beneficiaries have a general power of appointment over the Trust and such Trust could cause inclusion of the trust estate in their taxable estates for federal estate purposes. Although we do not believe such a result would occur, it is a possibility. We believe the benefits associated with naming a Trust Protector and granting the beneficiaries authority to name a successor Trust Protector outweigh this risk, but this is a decision you must make. We will be happy to discuss this with you if you want.

Finally, the fact Home Camp is an S corporation creates additional issues for the design of the Trust. So long as Sam is treated as the owner of the trust for income tax purposes, the trust can own S corporation stock. After Sam's death, the Trust might not be a proper shareholder of an S corporation as the Trust is specifically designed. Paragraph E. of Article V gives the Trustee the power to redesign the trust if necessary to preserve the S corporation election. You both should be aware of this possibility, and Todd must remember to address the issue with Ray and Kevin, us or other tax accountants or tax lawyers right after Sam's death.

Please let us know if you would like to revise the dispositive provisions of the Trust in any way.

INCOME TAXATION OF TRUST AND BENEFICIARIES

As we agreed, this Trust is structured as an intentionally defective grantor trust. This means Sam will be the owner for federal income tax purposes and all the Trust's income will be taxed to him individually. You are doing this primarily because the Trust is going to own stock in an S corporation and this is the easiest way for the Trust to qualify as a proper owner of S corporation stock. On the other hand, Sam must understand he will have to report all the Trust's income and losses on his personal income tax return and pay all the income taxes on the Trust's income, even though he no longer will have any interest in its assets. Some clients view this as an estate planning advantage because the IRS does not consider payment of such income taxes to be additional gifts from the grantor of the trust who pays the income taxes. However, that could change. Kevin will prepare an income tax return for the Trust every year. The return will include a form K-1 passing the income tax consequences to Sam.



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There are three provisions that arguably make Sam the owner of the Trust for income tax purposes. First, subparagraphs A.2. of Article II and A.2.b. of Article V require the Trustee to pay all Trust income to cover the premiums on the life insurance on Sam owned by the Trust. Second, paragraph B. of Article III permits Sam to exchange assets with the Trust. Third, subparagraph K.9. of Article IV permits Sam to obtain unsecured loans from the Trust. (However, all loans from the Trust to Sam must bear a reasonable rate of interest and all payments must be made on them in a timely manner.) Paragraph E. of Article II gives the Trust Protectors the power to remove these powers, and Sam probably can disclaim the Second and Third. With these powers, the income tax consequences of the Trust probably can be shifted from Sam to the Trust itself.

Granting Sam's lineal descendants the Crummey withdrawal rights discussed above could cause each of the lineal descendants to be deemed grantors over the portion of the Trust for which they have a withdrawal right after Sam ceases to be the owner for income tax purposes. For this reason, Sam might not want to grant the Crummey withdrawal rights to his lineal descendants when he makes gifts to the Trust. We have enclosed a letter for Sam to deliver to Todd with a gift stating that the Crummey withdrawal rights in favor of his lineal descendants is not to apply to that transfer to the Trust. We suggest you evaluate each transfer to the Trust in order to determine whether or not granting the Crummey withdrawal rights is prudent.

GIFT TAX RETURNS

Finally, as we stated above, we recommend Sam and any other person making a gift to the Trust file a gift tax return each year a gift is made. Each such gift tax return should allocate generation-skipping transfer tax exemption to the entire gift to the Trust and document the consents of the donor's spouse. This way you can maximize the tax-free gifts to the Trust and ensure the Trust will be exempt from the generation-skipping transfer tax. We have discussed with you and Kevin that all gift tax returns should be designed to commence the statutes of limitations on the gifts. As Kevin knows, certain requirements have to be met to accomplish this, including submitting the appraisals of gifted property to the IRS with the return.

ATTORNEY-CLIENT PRIVILEGE AND CIRCULAR 230

This letter should be protected by the Attorney-Client Privilege and the Attorney Work Product Doctrine. In order to preserve those protections, please do not display it to, or discuss its contents with, anyone other than an officer, director, trustee, or employee of the corporation who is working on these matters, or another attorney who is representing the



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Todd B. Jaksick, Secretary/Treasurer
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corporation on these matters. This prohibition unfortunately includes Ray, Kevin, Geoff or any one in their offices, even though you have to discuss these matters with them.

Any tax advice contained in this letter is not intended to be used, and cannot be used by any taxpayer, for the purpose of avoiding federal tax penalties that may be imposed on the taxpayer. Further, to the extent any tax advice contained in this letter may have been written to support the promotion or marketing of the transactions or matters discussed in this letter, every taxpayer should seek advice based on such taxpayer's particular circumstances from an independent tax advisor. Please be advised this paragraph is a disclaimer under IRS Circular 230, and we do not believe it was written to support the promotion or marketing of the transactions or matters discussed in this letter.

Please carefully review the enclosures. If you have any questions about them or any changes to them, or if you want to arrange a meeting to discuss them with Kevin, Ernie and me, please call me at any time. If the enclosures are satisfactory to you, please call me to arrange a meeting to sign them or to have me deliver the them to you to be signed. I will advise you of the changes Ernie suggests after he has had an opportunity to review this letter and the enclosures. I also will advise you if Kevin or Geoff have any questions or changes. We appreciate the opportunity to represent your corporation in these difficult and sophisticated matters.

Sincerely yours,



L. Robert LeGoy, Jr.

LRL:jr
Enclosures
cc(w/encls.): Ernest J. Maupin, Esq.
Encls Only: Kevin Riley, CPA
Mr. Geoff Grenert

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MAUPIN, COX & LeGOY

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June 29, 2006

Mr. Samuel J. Jaksick, Jr.
4005 Quail Rock Lane
Reno, Nevada 89511

Re: Estate Planning of Samuel J. Jaksick, Jr.

Dear Sam:

You, Todd, Geoff Grenert, and I have recently been discussing your estate planning. You asked Geoff and me to review your Family Trust Agreement. We discussed several issues with you, including the distributions to be made on your death under the terms of the Trust Agreement. Based on those discussions, you decided to dramatically change your estate plan to provide that your entire trust estate be distributed to separate trusts for the benefit of your issue, rather than being divided between trusts for your issue and a trust for the benefit for your wife for her lifetime. You also wanted to make other changes.

Based on your directions, we prepared the enclosed Family Trust Agreement and Will as complete restatements of your current Trust Agreement and Will. The following is a brief explanation of the documents, as well as some other estate planning matters.

TRUST AGREEMENT

The Trust Agreement restates your Family Trust which is a revocable living trust established by you alone. On your death, the trust estate is to be divided into two separate trusts, a Marital Trust and a Decedent's Trust, pursuant to paragraph II B.

The two trusts will be funded as follows:

1. The Marital Trust is to consist of that amount of your trust estate that disclaimed by your Decedent's Trust. As we told you, we believe we have structured the Decedent's Trust in such a manner that it can disclaim this interest; however, that procedure is an unresolved issue. As we also explained to you, assets transferred to the Marital Trust should be entitled to the marital deduction which will defer the estate taxes until Janene's subsequent death if she if she survives you. Your hope is that Todd will disclaim assets that are to be distributed to the Decedent's Trust if he determines he

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June 29, 2006
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cannot reasonably pay the death taxes on those assets. Thus, the Marital Trust is simply to give your issue the option to defer all or any portion of the estate taxes that will be due on your death if Janene survives you. You specifically stated you do not want to provide for Janene through your Trust because you are providing for her in other ways. Please be reminded the marital deduction is available only to U.S. citizens. We understand you and Janene are both U.S. citizens. If either of you is not or if your citizenship ever changes, please notify us immediately.

2. The Decedent's Trust is to consist of the balance of property of the deceased spouse. This will be all the property in your trust estate, including any property that is distributed to your trust pursuant to your Will. As discussed above, property to be transferred to Decedent's Trust probably can be disclaimed to transfer that property to the Marital Trust.

If the Marital Trust is funded by disclaimer from the Decedent's Trust, then Janene will receive all the income of the Marital Trust and as much of the principal from that Trust as is necessary for her health, support, and maintenance, provided that principal distributions to her will be limited to \$100,000 per year. You should consider whether to increase that amount by cost of living adjustments.

Both the Marital Trust and the Decedent's Trust become irrevocable on your death. The Marital Trust will be distributed as described above. The Decedent's Trust will be divided into separate shares for your three children as described in subparagraphs C.3.b. and E.5.b. of Article II. Please be reminded Wendy's share is to be smaller than Todd's and Stan's. Please also be reminded that if a child predeceases you, his or her share will be distributed to his or her issue, by right of representation. That probably would be his or her children, in equal shares. Finally, please be reminded a priority distribution of the amount of your estate that is exempt from the generation skipping transfer tax will be distributed to trusts for the benefit of your grandchildren, even if your children are still living. We discussed that this amount is increasing rapidly and might be increased even more dramatically with legislation already passed or currently pending. Thus, it is possible that all your trust estate will skip your children and be distributed to your grandchildren. Please advise us if you want those amounts limited or even alleviated. The reason you might want to alleviate them is the trusts for the benefit of your children also can be used to benefit your grandchildren and other younger issue as described in the following paragraph.

Paragraph F. of Article II provides that each amount distributed to a child, grandchild or younger issue of yours is to be held in trust for that individual for the individual's entire life. This is the "generation-skipping" Geoff and I extensively discussed with you. That paragraph provides that any share allocated to a child, grandchild or other issue of yours will be retained in trust for the benefit of the person for his or her entire life. So long as the



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beneficiary is living, the Trustee will distribute to him or her as much of the income and principal as the beneficiary needs for health, maintenance, education and support. In addition, the Trustee can distribute income and principal to the beneficiary's living issue for their for the health, maintenance, education and support; however, the trust is specifically to be for the primary benefit of the primary beneficiary of the trust. Finally, the beneficiary of each trust has a limited power of appointment to distribute all any portion of his trust to any person or entity other than himself, his estate, or his creditors. Please tell us if you want this power limited to just your issue or in some other manner. On the beneficiary's death, the portion of his or her trust that is exempt from generation skipping transfer tax is to be distributed among your issue and the spouses of your deceased issue as determined by the beneficiary exercising another limited power of appointment. The portion of the beneficiary's trust that is not exempt from generating skipping transfer tax can be distributed to any persons or entities, including the beneficiary's estate, pursuant to a general power of appointment. Since this is a general power appointment, the non-exempt portion of the beneficiary's trust will be subjected to estate tax liability on the beneficiary's death which in turn should permit it to avoid the generation skipping transfer tax, which is usually higher than the estate tax. Finally, any of the beneficiary's trust that is not distributed pursuant to a power of appointment exercised by the beneficiary will be distributed to your issue, by right of representation, which will be held in trust as described in this paragraph.

There is a major exception to the foregoing. Subparagraph D. 2. provides that your Lake Tahoe home and an amount equal to all the estimated future payments and expenses on that house for the next 10 years are to be held in a separate trust pursuant to paragraph G. Please note the amount is not to be reduced by your death taxes. This will shift a substantial amount of death taxes to the other distributions that are not subject to the marital deduction.

As mentioned above, Wendy's share of the Decedent's Trust is to be reduced by \$1,500,000 and that reduction is to be divided equally between Stan's share and Todd's share pursuant to subparagraphs D.4.d. and E.5.d. of Article II. Under your current Trust Agreement, this adjustment is made partially on your death and partially on Janene's death, but under the enclosed Trust Agreement, there probably will be no Marital Trust for the benefit of Janene, so we have the entire adjustment occurring on your death.

The trust for the benefit of each beneficiary is commonly referred to as a "generation skipping" or "dynasty" trust. They are designed to continue through one or more generations without being subjected to death taxes to the extent they are exempt from the generation skipping transfer tax and without being subjected to the claims of the beneficiary's creditors.

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Paragraph G. describes how the trust for the benefit of your Lake house and the cash set aside to maintain it are to be utilized and distributed. Please carefully review it.

If none of your issue survive you, than your entire trust estate is to be distributed to the Marital Trust for the benefit of Janene. If none of your issue and Janene do not survive you, the entire trust estate is to be distributed to the Nevada State Children's Home as provided in paragraph II H. We presume the Nevada State Children's Home is a qualified charity. Please tell us if you want us to investigate that or if you want us to specify that as a requirement in paragraph H. We advise you do that.

Paragraph II J. empowers the Trustee to terminate any trust with less than \$50,000 in assets if the Trustee determines that to be appropriate.

The Trust Agreement names you as sole Trustee. Your successor Trustee provisions are in paragraph IV A. They are complicated so please carefully review them and tell us if you want them changed. We discussed the conflicts of interest those provisions create, and you are not concerned about that.

Article VI contains some extremely complicated provisions regarding the generation-skipping transfer tax. We understand from you that your estate is large enough to be subject to this tax. Therefore, you must be careful to properly allocate your GSTT exemptions whenever you make gifts and on your death.

Article VII of your Trust Agreement provides all trust property is to be taxed in proportion to its inclusion in your gross estate. Articles VII of your Wills provide all estate taxes on property in your probate estates are to be paid out of the residue of your estates (this should not include your personal effects), and all property distributed outside of either the Trust or your Wills (such as life insurance and retirement plan interests) is to be taxed in proportion to its inclusion in your gross estate, subject to some special allocation provisions that are in the Wills, Trust Agreement and in the law. Please note the Marital Trust is subjected to the average federal estate tax rate applicable to the surviving spouse, because Internal Revenue Code §2207A is specifically waived. If that provision is not waived, then the Marital Trust would be subject to the maximum federal estate tax rate applicable to the surviving spouse. Please advise us if you want that provision to apply.

Most of the remaining trust provisions are standard legal provisions, including broad Trustee powers, but should, of course, still be reviewed carefully by you.

The Trust Agreement is designed to accomplish five main objectives. First, it is the primary device for distributing your assets on your deaths. Second and Third, through the Marital Trust and Decedent's Trust provisions, federal estate taxes might be reduced and distributions will be partially controlled as you requested. Fourth, any property transferred

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to the trust during your lifetime is not subject to probate administration on your death, and the probate court does not retain jurisdiction over the administration of the various trusts. Fifth, the Trust Agreement is a private instrument which will not become a matter of public record. However, some banks and other institutions may require a copy of the Trust Agreement or a Certificate of Trust Agreement to complete transfer of assets to the trust. The first, signature and Trustee pages should satisfy most such requests, but we will prepare such a Certificate for you if you would like.

WILL

The enclosed Will is a "pourover" Will. The Will provides your personal effects are to be distributed as you provide in a list you can prepare and amend from time-to-time. Any personal effects not distributed pursuant to the list are to be distributed to your children in equal shares. A 30-day survivorship period is specified. The Will also provides for the residue of each of your estates to be poured-over into the Trust and distributed according to its terms. We recommend you transfer all of your personal effects to the trust if you have not already done so. If you have not done so, please discuss that with us.

LIFE INSURANCE

We understand any life insurance you have is in irrevocable trusts so the proceeds of those policies should be excluded from your estate for federal estate tax purposes. Please tell us if you want to discuss any of your life insurance planning.

RETIREMENT ACCOUNTS

We understand you do not have any retirement accounts. If that is incorrect, please discuss with us how to plan for that.

BOND

As initially drafted, the Trust Agreement and Will waive a requirement for the Trustee and Executor to post bond. Bond is a statutory requirement unless waived. The purpose of a bond is to protect the estate and beneficiaries from certain improper actions of the Trustees and Executors toward the estate property. The bond is an expense chargeable to the trust and/or estate. If you desire to require your Trustees and Executors to post bond, please advise me so we can revise the documents accordingly before you execute them.

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This is an appropriate time to consider executing a Durable Power of Attorney for Health Care Decisions, a Declaration (Living Will) directing your physician to take you off of life support, a General Power of Attorney to authorize someone to handle all of your financial affairs even if you become incapacitated, and organ donation. If you are interested in any of these items, or if you have any questions about them, please call me.

After you have had an opportunity to review the enclosures, please call to discuss any changes or additions you desire. If the documents are satisfactory, please call to arrange an appointment to execute the originals.

Sincerely yours,



L. Robert LeGoy, Jr.

LRL:dd
Enclosures
cc(w/encls.): Mr. Geoff Grenert

MCL002076

WJ 000621

MCL002077

WJ 000622

Brian McQuaid

From: Bob LeGoy
Sent: Thursday, May 11, 2006 12:32 PM
To: 'JTClaytone@aol.com'
Cc: 'geoff@cypressnv.com'
Subject: RE: from Todd and Sam Jaksick

Jessica, Thanks for letting us know this. This is not our preference, but Sam & Todd are the bosses so we will try to get something for each of them to sign next week. The docs might be interim, but they will cover most of the issues we discussed, including increasing the amount Sam will leave to his trust for his children & grandchildren and adding the generation-skipping transfer language we suggested. We will then finish the full restatements in the manner we suggested and send them to Sam & Todd with explanatory letters in the next few weeks. Thanks again to all of you for letting us help you.

*Bob LeGoy*

L. Robert LeGoy, Jr., Esq.
Walther, Key, Maupin, Oats, Cox & LeGoy
4785 Caughlin Parkway
P.O. Box 30000
Reno, Nevada 89520
(775) 827-2000
(775) 827-2185 (facsimile)
Legal Assistant: Doris A. Dotson
lrlegoy@waltherkey.com

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IRS CIRCULAR 230 DISCLAIMER: ANY TAX ADVICE CONTAINED IN THIS E-MAIL IS NOT INTENDED TO BE USED, AND CANNOT BE USED BY ANY TAXPAYER, FOR THE PURPOSE OF AVOIDING FEDERAL TAX PENALTIES THAT MAY BE IMPOSED ON THE TAXPAYER. FURTHER, TO THE EXTENT ANY TAX ADVICE CONTAINED IN THIS E-MAIL MAY HAVE BEEN WRITTEN TO SUPPORT THE PROMOTION OR MARKETING OF THE TRANSACTIONS OR MATTERS DISCUSSED IN THIS E-MAIL, EVERY TAXPAYER SHOULD SEEK ADVICE BASED ON SUCH TAXPAYER'S PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

From: JTClaytone@aol.com [mailto:JTClaytone@aol.com]
Sent: Wednesday, May 10, 2006 1:24 PM
To: Bob LeGoy
Cc: geoff@cypressnv.com

5/11/2006

MCL002078**WJ 000623**

MCL002079

WJ 000624

Subject: from Todd and Sam Jaksick

Thanks Bob, for your response regarding the status of Sam and Todd's trust. They very much appreciate you guys further analyzing those trusts, however they felt that based off of the conversation with you and Geoff that there was just a few minor changes that could have a significant impact on our current trust situation. They would prefer to resign the trusts with those simple modifications sooner rather than later knowing that there is likely to still be additional changes from your offices in the near future, which would mean them resigning again in the not to distant future. If that's workable for you guys just let us know as soon as you can.

Jessica Clayton

Assistant to Sam/Todd Jaksick
4005 Quail Rock Lane
Reno, NV 89511
P - (775) 825-1888
F - (775) 826-5521

5/11/2006

MCL002080

WJ 000625



MCL002081

WJ 000626

**WALTHER, KEY, MAUPIN, OATS,
COX & LEGOY**

Attorneys At Law
4785 Caughlin Parkway
Reno, Nevada 89509

P. O. Box 30000
Reno, Nevada 89520
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February 24, 2006

Telephone
(775) 827-2000

Facsimile
(775) 827-2185

CONFIDENTIAL ATTORNEY - CLIENT COMMUNICATION

ATTORNEY WORK PRODUCT

Mr. Sam Jaksick
Mr. Todd Jaksick
4005 Quail Rock Lane
Reno, Nevada 89511

Re: Proposed Transfer of Home Camp Land and Livestock Co., Inc.,
A Nevada Corporation Taxed Under Subchapter S To A
Irrevocable Generation-Skipping Trust

Dear Sam and Todd:

The three of us met with Geoff Grenert late last month to discuss preserving the 49 Mountain Ranch for your family for as long as possible. Geoff and I agreed, and Randy has also told me he agrees, the best way to protect that property for generations to come is to transfer it to a "dynasty" trust. As we discussed, a dynasty trust is an irrevocable trust you two can establish for the benefit of your children, grandchildren, and younger issue. The trust can be set up to last as long as the law permits. That currently is at least 365 years. The trust can specify that the beneficiaries can use the property but no amounts will ever be distributed from the trust. However, the property will also be operated by the corporation as a ranch. The corporation can hire you or your beneficiaries to operate the ranch.

As we explained to you, there are many different ways to accomplish this and each way has its own advantages and disadvantages. We decided the best way to get Home Camp into the dynasty trust is to have you sell your stock in that corporation to the trust. Geoff sent you a memo which accurately describes the valuation issue. You have the unique opportunity to sell your Home Camp stock to the Trust at discounted prices because you each have a minority interest in the corporation.

Most practitioners suggest gifting at least 10% to 20% of the value of the purchase price to such a trust. This can be done in one of two ways. We recommend you gift cash equal to 10 to 20% of the appraised fair market value of the corporation. You will then receive those monies back when the sale occurs. We recommend several months elapse

MCL002086

WJ 000627



MCL002087

WJ 000628

**WALTHER, KEY, MAUPIN, OATS,
COX & LEGOY**

Mr. Sam Jaksick
Mr. Todd Jaksick
February 24, 2006
Page 2

between the time you gift the money into the trust and the date of the sale. Under the example in Geoff's memo, you would each contribute \$300,000 in cash to the new trust, wait several months and possibly into 2007, and then sell each of your 49% interests in Home Camp to the trust. For particular tax reasons, you would not want to apply your annual gift tax exclusions to this gift, so it would reduce the \$1 million you each can gift free of gift taxes. (I understand you each are currently determining how much of your \$1 million exemptions are unused.) Each sale would be for \$300,000 down payment and a promissory note of \$1,200,000. As Geoff points out, the promissory note payable to you can be interest only annually or amortized and the note must apply the interest at the applicable federal rate (AFR). The second option is to gift 10% or 20% of your stock to the trust and then sell the rest. We recommend the first option.

You explained to us that the most difficult part of this will be having the trust generate the cash flow necessary to repay your two promissory notes. This is absolutely critical. This must be an arms length, legitimate sale. If it is not, then it becomes a gift which creates many additional issues. It also can give the IRS greater arguments that the value of your stock is to be included in your estates for estate tax purposes on your deaths. You explained that you might subdivide and sell some of the properties to generate the needed money to repay the notes.

Some of the advantages of this planning device are as follows:

1. The sale of property to a grantor trust is not a gift for federal gift and estate tax purposes. Therefore, the sale does not reduce the amounts that you can gift during lifetime without incurring gift taxes or the amount that you can distribute upon death without incurring estate taxes. On the other hand, the values of the promissory notes will be included in your estates for estate tax purposes.

2. The sale also lessens the IRS's argument that you gifted the property but retained use and enjoyment of it. As Geoff and I explained to you, this can cause gifted property to be included in your estate for estate tax purposes. This is a very popular argument with the IRS right now. They are using this argument to attack family limited partnerships and family limited liability companies, and they would use it to attack this arrangement. As we discussed, it would be best to design the trust for the benefit of your issue and then lease back the ranch to the extent you want to use it. Any leases must be for appraised fair rental value. The lease payments you make to the corporation can be distributed to the trust which can then apply them toward the promissory notes it will owe you. The corporation also can hire you to operate the ranch, but we prefer you lease it.

MCL002089

WJ 000630

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Mr. Sam Jaksick
Mr. Todd Jaksick
February 24, 2006
Page 3

3. There should be no gain recognized to you by the sale of your Home corporation stock to the trust, according to IRS Revenue Ruling 85-13. In that Ruling, the IRS stated that if an irrevocable trust is treated as being owned by its grantors for income taxes purposes, then the grantors are treated as owning all the Trust's assets for income tax purposes. Thus, you will not realize any gain on the sale of the assets or pay any income taxes on the interest you receive from the trust, and the trust will not get a deduction for any of the interest it pays to you or be able to increase the basis in the stock it purchases from you to the purchase price. The trust will retain your basis in the stock it purchases from you.

4. All future appreciation on the ranch, together with the discounts on the sale, should be excluded from both your estates for estate tax purposes. In addition, the future income of the ranch that is not used to make payments to you under your notes will be excluded from your estates. Finally, the value of the ranch should be excluded from the estates of all future beneficiaries of the trust for so long as it exists. All these benefits are conditioned on you, the trustees, and the future trustees and beneficiaries properly respecting the trust as an irrevocable, separate entity and the relevant tax laws remaining largely unchanged.

5. You will pay income taxes on any income received by the trust which is not otherwise returned to you through payments on the notes. These amounts are like separate, tax-free gifts to the beneficiaries of the trust because it is generally believed the payment of such income taxes is not a taxable gift by you to the beneficiaries of the trust. Please note, however, the IRS has not finally addressed this issue, so the ultimate outcome might be different. We will try to include a trigger in the trust agreement which will permit you to cause the trust's income taxes to be taxed to the trust, rather than to the two of you, if that ever becomes desirable. However, such triggers are also uncertain and risky.

There, of course, are many disadvantages and risks associated with the trust we are discussing with you. Some of those disadvantages and risks are the following.

1. The current IRS position that there is no gain on an installment sale by the grantors of a grantor trust to that grantor trust has been subject to criticism and could be changed at sometime in the future. In addition, some argue that on your death, the unrealized gain on your installment notes should be taxed to your estates. The tax consequences of this planning device are not guaranteed and are not entirely certain.

MCL002090

WJ 000631



MCL002091

WJ 000632

**WALTHER, KEY, MAUPIN, OATS,
COX & LeGOY**

Mr. Sam Jaksick
Mr. Todd Jaksick
February 24, 2006
Page 4

2. As you already know, when you transfer your Home Camp stock to the trust, you have effectively lost it, unless the trust cannot make its payments and you can recover the stock in a foreclosure. Your use of the 49er property will become more difficult and will risk the tax planning advantages of this device. You will have to rent the property from the Home Camp corporation or use it as officers operating the corporation or be invited by the beneficiaries who are entitled to use and enjoy the ranch.

3. It might be necessary for you each to establish your own dynasty trust to accomplish what you want.

4. These changes probably will risk Home Camp's S corporation status at some point.

The promissory notes you each receive from the trust can be self-cancelling on your death. However, the purchase price or the note terms must be adjusted so that you are receiving full fair market value for your share of the Home Camp stock. This probably will increase the payments which you must receive from the trust under the notes. We presume you will prefer to have the flexibility over the term of and payments on the notes than to take advantage of the self-cancelling feature. Please tell us if that is not correct.

Please consider the issues we have raised in this letter and the issues Geoff raised in his memo to you and then call to discuss whether or how you want to proceed at our meeting on March 7.

This letter should be protected by the Attorney-Client Privilege and the Attorney Work Product Doctrine. Those legal doctrines will protect this letter from discovery by the IRS or anyone else. In order to preserve those protections, please do not discuss the contents of this letter, or display it to, anyone other than an attorney who is representing you in these matters. This prohibition unfortunately includes Geoff and your accountant. We are sending Randy a copy of this letter because we understand he is a partner with you in several of your transactions so we consider him to be principal.

Any tax advice contained in this letter is not intended to be used, and cannot be used by any taxpayer, for the purpose of avoiding federal tax penalties that may be imposed on the taxpayer. Further, to the extent any tax advice contained in this letter may have been written to support the promotion or marketing of the transactions or matters discussed in this letter, every taxpayer should seek advice based on such taxpayer's particular circumstances from an independent tax advisor. Please be advised this paragraph is a disclaimer under IRS Circular 230, and we do not believe it was written to

MCL002093

WJ 000634

**WALTHER, KEY, MAUPIN, OATS,
COX & LeGOY**

Mr. Sam Jaksick
Mr. Todd Jaksick
February 24, 2006
Page 5

support the promotion or marketing of the transactions or matters discussed in this letter.

We appreciate the opportunity to represent you in these very difficult and sophisticated matters. We know Randy referred you to us because of the large number of tax planning attorneys we have and our extensive experience with these areas. In that regard, Bob has discussed this matter with at least two other attorneys in this firm, Ernie Maupin, Esq. and Gus Rossi, Esq. and Gus Rossi, Esq., has, reviewed, revised, and co-signed this letter. Please feel free to call any of us about this transaction. As Randy represented, we will work as a team on it.

Sincerely yours,



L. Robert LeGoy, Jr.


Gustave J. Rossi

LRL:GJR:dd
Encloses
cc:(w/encls): Randall L. Venturacci

MCL002094

WJ 000635

MCL002095

WJ 000636



CYPRESS
STRATEGIES

REGULATED, PROTECTED, AND PROSECUTED SERVICES

MEMORANDUM

To: Sam Jaksick, Todd Jaksick and Randy Venturacci
Cc: L. Robert Legoy
From: Geoffrey A. Grenert
Subject: Proposed Planning for 49 Mountain Property
Date: January 23, 2006

I will outline here the discussions we have had over the past few months regarding an estate freezing technique designed for the 49 Mountain property. After you have had a chance to review and edit these provisions, I believe we will be in a position for Bob LeGoy to begin a draft of the defective grantor trust.

Listed below is a revised list of objectives based on our most recent conversation on January 18th.

- ☐ **Maintain the ranch in the family in perpetuity, if possible.**
- ☐ **Minimize estate taxes on the property. Assure parcels will not need to be sold to pay estate taxes.**
- ☐ **Protect ranch from the potential divorce, creditors and future estate taxes of the beneficiaries, which are all issues related to outright distribution.**
- ☐ **Minimize the size of the note from the new proposed trust, as the current property (49 Mountain) has insufficient cash flow to support the anticipated note payment.**
- ☐ **Utilize strategies to minimize the value of the ranches owned by 49 Mountain trust.**

The above represents M Holdings, The Nautilus Group's® and Cypress Strategies understanding of the generally applicable rules. It is not intended to be an exhaustive examination of the material, and is subject to examination and application by the client's other advisors, who must form opinions based upon their own experience and independent research. M Financial Group, Cypress Strategies its agents, nor its employees are authorized, nor do they undertake to render legal, tax or accounting advice.

Fax 775.826.0166

2/1/2006

MCL002097

WJ 000638

Proposed Transaction:

Sam & Todd would gift/sell the majority of their respective 49% interest in the 49 Mountain property to a defective grantor trust. This sale could have the following structure.

1. Sam & Todd, as co-grantors, would transfer their interest in a property with an assumed value of \$5,000,000. Sam & Todd would make a combination of gifts and sales to the new proposed defective grantor trust in order to complete this transaction.
2. Assuming a marketability and control discount of 40%, the value of 49 Mountain would be reduced to \$3,000,000 (60% of \$5,000,000) for discussion purposes.
3. Based on our last conversation, I will assume Todd has 100% of his life time gift available (\$1,000,000) and that Sam has 50% of his life time gift available (\$500,000) for a total of \$1,500,000 of total gifting ability.
4. If we apply 100% of the assumed \$1,500,000 life time gifts available against the \$3,000,000 discounted value of 49 Mountain, we end up with a \$1,500,000 note. \$3,000,000 (discounted value of the property) minus the assumed \$1,500,000 of life time gifts available.
5. Based on today's long term AFR rate (4.6% February 2006), the principle and interest payment would be \$187,497.46 per year based on a 10-year note. The interest only payment would be \$69,150 per year.

Issues & Considerations:

1. How much life time gift do Sam & Todd actually have?
2. Per my conversation with Kurt Harding, the December 2003 appraisal of 49 Mountain remains unchanged. \$5,000,000 is still a valid number according to Kurt Harding.
3. Kurt Harding states that he has performed fewer than 10 entity valuations for discounting purposes. He estimates a cost of \$3,000-\$5,000. It would be our opinion to use a specialist who performs valuation discounts as part of their daily business activity and one who has the ability to defend their valuation, if it is contested. The three companies we have used for this purpose are Wilamot from Oregon, Meridian Business Advisors from Reno, or Hoolihan Lockey of San Francisco.
4. Kurt Harding proposed a special use valuation method (IRS code 2032 A) for a portion of 49 Mountain that may accomplish a lower appraisal value than the one he provided in December of 2003. We are not familiar with this strategy. Kurt will need to elaborate.
5. Separating the 49 Mountain property from its development rights: Gifting or selling the development rights to someone other than Sam or Todd could create an argument for a lower appraised value of the 49 Mountain property. Stan may be a candidate to receive the development rights, as he is not an owner or Grantor.

*Ho -
won't
work*

The above represents M Holdings, The Nautilus Group's® and Cypress Strategies understanding of the generally applicable rules. It is not intended to be an exhaustive examination of the material, and is subject to examination and application by the client's other advisors, who must form opinions based upon their own experience and independent research. M Financial Group, Cypress Strategies its agents, nor its employees are authorized, nor do they undertake to render legal, tax or accounting advice.

Open Issues:

1. Is the 49 Mountain ranch separate or a community property concerning the spouses of both Sam and Todd?
2. What is the current liquidity need for Sam & Todd as it relates to estate taxes?
3. Do Sam & Todd own life insurance that could be used to provide estate liquidity?
4. What is the flow of Sam's current estate documents?
5. Succession planning. Would Sam or Todd's spouse have the ability to make a ranch property productive from an income standpoint? This would relate to a spouse's power in a Q-Tip trust, which is generally used through the unlimited marital deduction. If this is the case, would it be preferred to buyout a surviving spouse upon the death of either Sam or Todd?

The above represents M Holdings, The Nautilus Group's® and Cypress Strategies understanding of the generally applicable rules. It is not intended to be an exhaustive examination of the material, and is subject to examination and application by the client's other advisors, who must form opinions based upon their own experience and independent research. M Financial Group, Cypress Strategies its agents, nor its employees are authorized, nor do they undertake to render legal, tax or accounting advice.

MCL002101

WJ 000642

LeGoy, Bob

From: LeGoy, Bob
Sent: Thursday, January 21, 2016 5:25 PM
To: 'Todd Jaksick'
Subject: RE: Land owner

Todd, I received it, but I have not had time to finish it yet. Thanks

Bob LeGoy
L. Robert LeGoy, Jr., Esq.

Maupin, Cox & LeGoy
4785 Caughlin Parkway
P.O. Box 30000
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(775) 827-2185 (facsimile)
Legal Assistant: Doris A. Dotson
blegoy@mcllawfirm.com
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From: Todd Jaksick [<mailto:tjaksick@gmail.com>]
Sent: Thursday, January 21, 2016 5:17 PM
To: LeGoy, Bob; Todd Jaksick
Subject: Fwd: Land owner

Hi Bob I just wanted to make sure you received this

Todd
(775)771-2122

Begin forwarded message:

From: Todd Jaksick <tjaksick@gmail.com>
Date: January 20, 2016 at 9:29:07 AM PST
To: Bob LeGoy <blegoy@mcllawfirm.com>, Todd Jaksick <tjaksick@gmail.com>
Subject: Land owner

Good morning Bob

Look at that summary of jaksick entities document I gave you yesterday there is good charts on page 11,12,20,21,22

There is 2 LLC's that own the land in discussion

NEVADA PRONGHORN LLC

Nevada Pronghorn Series A

Is a series LLC with series A and B - the name of this LLC is misleading because this LLC owns all the California property - we set up the series to coordinate with the land that CAN be sold and the land that CANNOT be sold - series A has 714 acres of land that CANNOT be sold this includes the new house - the 714 acres is a little more than Dad and I had designated in red that couldn't be sold on the original map the reason for this is the line dad and I drew on the map didn't follow an exact parcel line - the 714 acres follows parcels lines that accomplish are goals at the time - I will fire up the process again to do a boundary line adjustment closer to what dad and I wanted it would shave off about 100 acres so not the end of the world if we leave as is so I think we can still move forward with are game plan and adjust if need be later because in CA it is a long expensive process in Eaglville area to accomplish the above hence the reason Dad and I stopped the process before

Series B holds 1,797 acres in California (adjacent to the above 714) of land that CAN be sold in various different stages

NEVADA PRONGHORN II LLC

(notice the II)

Owens 21,339 acres of 49 mt - all these acres CANNOT be sold —

Feel free to call me with any questions- thank you for all your help

Todd
(775)771-2122

Nevada Pronghorn Series B can be

LeGoy, Bob

From: LeGoy, Bob
Sent: Friday, July 28, 2017 1:07 PM
To: 'pierre@pahascheff.com'
Subject: FW: Indemnification Agreements the Great Sam Jaksick gave Stan and Todd

and potential lawsuits
smaller
Judge Pierre, Thank you for talking to me this morning about these two Agreements. Your confirmations of the backgrounds of the Agreements should resolve a potential disagreement that has arisen between Todd and Stan about the Agreements. Please review the below recap of our conversation and either authorize me to send it to the three Trustees- Todd and Stan and Mike Kimmel-or tell me how to correct it. Please be advised I also will share it with Todd's and Stan's *around* personal lawyers and with Wendy and her lawyers if that will help resolve questions about the authenticity of these Agreements.

Everyone, In our phone conference last Monday, Stan and Mike authorized me to email Judge Pierre Hascheff to ask him about the Indemnification Agreement the Trustees have been discussing (Todd did not attend the phone conference). Judge Hascheff called me Friday. He said Sam told him in 2007 he was worried that if he died, Todd and Stan would be held responsible for many of the family's liabilities Sam had asked them to cosign or guaranty. He said Sam was concerned many of the guaranties had language that permitted the creditors to directly pursue Todd and Stan. He was concerned the obligations would result in Todd and Stan receiving their equal shares of his estate but reduced by liabilities, resulting in them receiving lesser shares than he wanted them to have. He was also concerned the substantial liabilities might bankrupt Stan and/or Todd because many of the family's assets that secured liabilities had lost so much value in the real estate crash. He asked Judge Hascheff how best to protect Stan and Todd and Judge Hascheff suggested the Indemnification Agreements. He said he then drafted the Indemnification Agreement between Sam and Todd that I sent Judge Hascheff with my email to him. However, he said he also prepared an Indemnification Agreement between Sam and Stan. Todd remembers Judge Hascheff prepared an Indemnification Agreement for Stan, but Stan says he does not. You need to locate that document. It might be an important protection to Stan someday.

Todd and his lawyer
Judge Hascheff said he also prepared the Exhibits to the Indemnification Agreements based on information Sam gave him. In addition, he prepared a chart for Sam that showed all the family's assets and liabilities and guaranties. ~~It showed substantial liabilities and assets, but the values of many of the had declined to less than the liabilities encumbering the assets that secured the liabilities.~~

and potential exposure
Finally, Judge Hascheff told me he heard someone is claiming Sam was incompetent when he signed the two Indemnification Agreements. I told him I had not heard that and I do not believe Stan or Todd would say that about their Dad. I told him I thought Sam was a very smart businessman until his death. He said he knew Sam until his death and he is certain Sam was entirely competent until his death.

from Todd's lawyer, Wendy
Judge Hascheff said he received a call from Todd's personal lawyer, Kent Robison, about this matter and explained all this to him. He authorized me to send you all this recap of our conversation and was kind enough to take the time to review it before I sent it to you. He also agreed to speak to any of you or Wendy or her lawyers about this issue. We suggest any of you who still has questions about the two Indemnification Agreements call Judge Hascheff to discuss them with him. He will quickly

If values continued to drop plummet, there would be deficiencies over which Stan

MCL002104

WJ 000645

me: So

(underdrafted) business reasons

convince you they are legitimate contracts that were well thought-out and structured by the Great Sam Jaksick to protect Stan and Todd and then drafted by Judge Hascheff as directed by Sam.

We need to quickly resolve this issue and address the many other serious issues Sam's Trusts still face. Let me know if you have any questions about this as soon as you can. Thank you.

Bob LeGoy

L. Robert LeGoy, Jr., Esq.

Maupin, Cox & LeGoy
4785 Caughlin Parkway
P.O. Box 30000
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Mann, Sue

From: LeGoy, Bob
Sent: Friday, January 27, 2017 1:22 PM
To: Mann, Sue
Subject: Fwd: subtrust accounting
Attachments: Summarized accounting Stan and Todd subtrust.pdf; ATT00001.htm

Please print this email and attachment.

Bob LeGoy, Jr. - Sent from my iPad

Begin forwarded message:

From: Kevin Riley <kevin@rmb-cpa.com>
Date: January 25, 2017 at 4:17:10 PM PST
To: "McQuaid, Brian" <bmcquaid@mcllawfirm.com>
Cc: "Lattin, Don" <dlattin@mcllawfirm.com>, "LeGoy, Bob" <blegoy@mcllawfirm.com>, "ssj3232@aol.com" <ssj3232@aol.com>, Todd Jaksick <tjaksick@gmail.com>, "mkimmel@nevadalaw.com" <mkimmel@nevadalaw.com>
Subject: subtrust accounting

Brian,

I believe I have enough information to answer the following (revised)

#13 - The total amounts received from Pioneer Group by Stan and Todd's subtrusts since Sam's death is \$6,201,912. Other distributions received from Pioneer are already reflected in the sj trust financials. Of the amounts received, \$3,361,388 has been transferred back to the SJ trust and \$482,933 has been paid towards SJ trust debts. The total amount of taxes paid by the two subtrusts to date is \$1,632,412. \$38,000 has been loaned to Wendy's subtrust to pay taxes. The balance held back by both subtrusts to pay taxes is \$690,156.

#16 – The total amounts of taxes paid by Stan and Todd's subtrust towards the sale thus far is \$964,000.

#17 – The total amount held back for taxes in Todd's subtrust is \$290k and Stan's trust is \$400k

#18 – The amount of Pioneer sales proceeds (which are really just distributions after the sale occurred) received by Stan and Todd's subtrust was \$5,694,600.

Kevin Riley, CPA
Rossmann MacDonald & Benetti, CPA's
3838 Watt Avenue, Suite E-500
Sacramento, CA 95821
Email: Kevin@rmb-cpa.com
Web: www.rmb-cpa.com
Telephone: (916) 488-8360
Fax: (916) 488-9478

Mann, Sue

From: LeGoy, Bob
Sent: Friday, January 27, 2017 12:01 PM
To: Mann, Sue
Subject: FW: SJ trust distribution planning
Attachments: SJ trust planning.pdf

Please print this email and the attachment. Thanks

Bob LeGoy

L. Robert LeGoy, Jr., Esq.

Maupin, Cox & LeGoy
4785 Caughlin Parkway
P.O. Box 30000
Reno, Nevada 89520
(775) 827-2000
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Legal Assistant: Sue Mann
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From: Kevin Riley [<mailto:kevin@rmb-cpa.com>]
Sent: Friday, January 27, 2017 11:27 AM
To: ssj3232@aol.com; Todd Jaksick; mkimmel@nevadalaw.com; LeGoy, Bob; McQuaid, Brian
Subject: SJ trust distribution planning

Everyone,

Last summer I began to develop a hypothetical distribution of the remaining cash. I just updated the worksheet with current numbers.

I have included the distribution from pioneer group that is expected in May 2017. I have also aggregated the total cash held by the subtrusts for this analysis.

I have included the entire AgCredit loan complex for which the trust is currently servicing 100% of the payments.

I have not provided for any payments related to the existing Metlife debts under Todd's indemnification agreement.

This is the most up to date information that I have relevant for planning purposes.

Mann, Sue

From: Mann, Sue
Sent: Monday, May 01, 2017 12:57 PM
To: 'ddwiggins@sdfnlaw.com'
Cc: 'jhood@sdfnlaw.com'; LeGoy, Bob
Subject: SSJ's Issue Trust Agreement
Attachments: image001.png.txt; SSJ Issue Trust Ltr & Financials.PDF.txt

Categories: Secure Message
e2DraftID: 400b95e3c3

Dear Ms. Dwiggins and Mr. Hood:

Please find attached correspondence from Bob LeGoy dated May 1, 2017, regarding the SSJ's Issue Trust. Please feel free to contact our office if you have any problems with this transmission.

Sincerely,

Sue Mann, Legal Assistant to
L. Robert LeGoy, Jr., Esq.
and Christopher M. Stanko, Esq.
Maupin, Cox & LeGoy, A Professional Corporation
4785 Caughlin Parkway
Reno, Nevada 89519
(775) 827-2000
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Mann, Sue

From: Mann, Sue
Sent: Monday, May 01, 2017 1:00 PM
To: 'ssj3232@aol.com'
Cc: LeGoy, Bob
Subject: SSJ's Issue Trust
Attachments: image001.png.txt; SSJ Issue Trust Ltr & Financials.PDF.txt

Categories: Secure Message
e2DraftID: abd6b3d54f

Dear Mr. Jaksick:

Please find attached correspondence from Bob LeGoy dated May 1, 2017, regarding the SSJ's Issue Trust. Please feel free to contact our office if you have any problems with this transmission.

Sue Mann, Legal Assistant to
L. Robert LeGoy, Jr., Esq.
and Christopher M. Stanko, Esq.
Maupin, Cox & LeGoy, A Professional Corporation
4785 Caughlin Parkway
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(775) 827-2185 (facsimile)
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Mann, Sue

From: Mann, Sue
Sent: Monday, May 01, 2017 1:01 PM
To: TODD JAKSICK
Cc: LeGoy, Bob
Subject: SSJ's Issue Trust
Attachments: image001.png.txt; SSJ Issue Trust Ltr & Financials.PDF.txt

Categories: Secure Message
e2DraftID: 1d604cddea

Dear Mr. Jaksick:

Please find attached correspondence from Bob LeGoy dated May 1, 2017, regarding the SSJ's Issue Trust. Please feel free to contact our office if you have any problems with this transmission.

Sue Mann, Legal Assistant to
L. Robert LeGoy, Jr., Esq.
and Christopher M. Stanko, Esq.
Maupin, Cox & LeGoy, A Professional Corporation
4785 Caughlin Parkway
Reno, Nevada 89519
(775) 827-2000
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smann@mcllawfirm.com
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Mann, Sue

From: Mann, Sue
Sent: Monday, May 01, 2017 1:02 PM
To: 'a.smrt@yahoo.com'
Cc: LeGoy, Bob
Subject: SSJ's Issue Trust
Attachments: image001.png.txt; SSJ Issue Trust Ltr & Financials.PDF.txt

Categories: Secure Message
e2DraftID: 15898342e9

Dear Ms. Fields:

Please find attached correspondence from Bob LeGoy dated May 1, 2017, regarding the SSJ's Issue Trust. Please feel free to contact our office if you have any problems with this transmission.

Sue Mann, Legal Assistant to
L. Robert LeGoy, Jr., Esq.
and Christopher M. Stanko, Esq.
Maupin, Cox & LeGoy, A Professional Corporation
4785 Caughlin Parkway
Reno, Nevada 89519
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Mann, Sue

From: Mann, Sue
Sent: Monday, May 01, 2017 1:15 PM
To: Michael S. Kimmel (mkimmel@nevadalaw.com); Kevin Riley (Kevin@rmb-cpa.com)
Cc: Lattin, Don; McQuaid, Brian; LeGoy, Bob
Subject: SSJ's Issue Trust
Attachments: image001.png.txt; SSJ Issue Trust Ltr & Financials.PDF.txt

Categories: Secure Message
e2DraftID: 387d2089be

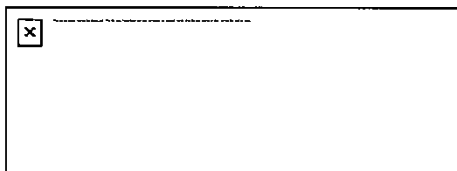
Gentlemen:

Please find attached a copy of the correspondence from Bob LeGoy dated May 1, 2017, regarding the SSJ's Issue Trust. We emailed the attached to each party as indicated in the letter. Please feel free to contact Bob with any questions.

Sincerely,

Sue Mann, Legal Assistant to
L. Robert LeGoy, Jr., Esq.
and Christopher M. Stanko, Esq.
Maupin, Cox & LeGoy, A Professional Corporation
4785 Caughlin Parkway
Reno, Nevada 89519
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P.O. Box 30000
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Telephone
(775) 827-2000

Facsimile
(775) 827-2185

May 1, 2017

Ms. Wendy Ann Jaksick and children
c/o Ms. Dana A. Dwiggin, Esq. and
Mr. Joshua M. Hood, Esq.
Solomon Dwiggin & Freer, Ltd.
Via Email: ddwiggin@sdfnlaw.com
jhood@sdfnlaw.com

Mr. Stanley S. Jaksick, Co-Trustee, and children
Via Email: ssj3232@aol.com

Mr. Todd B. Jaksick, Co-Trustee, and children
Via Email: tjaksick@gmail.com

Ms. Alexi Fields, and children
Via Email: a.smrt@yahoo.com

Re: The SSJ's Issue Trust Agreement

Dear Wendy, Lexi, Stan, Todd, and children:

As you all know, your Dad and Grandfather, Sam Jaksick, executed the SSJ's Issue Trust Agreement on February 21, 2007, to form a new Trust for purposes of holding real estate. He thereafter funded it with property and entities owning properties. Sam named one of his two sons, Todd Jaksick, as the sole Trustee of that Trust. Subparagraph B.3. of Article II on page 5 specifies that no distributions will be made from the Trust, but the Trustee will hold real property and personal property for the use of Sam's "issue." Paragraph B. of Article IV starting on page 22 specifically says that Todd, as the sole Trustee, has the sole discretion to permit any of Sam's issue to use and occupy any real property owned by the Trust. We are informed and believe that Sam's only "issue" at this time are Wendy, Stan, and Todd, and their children.

In addition to transferring to the Trust properties and entities owning properties, Sam also had the Trust purchase insurance on his life. All the proceeds of Sam's life insurance were paid to the SSJ's Issue Trust after his premature death. The Trust does not permit and specifically precludes any of the cash or other properties to be

MCL002113

WJ 000654

Beneficiaries of SSJ'S Issue Trust

May 1, 2017

Page 2

distributed to any persons. Sam specifically wanted Todd, as the sole Trustee, to use those life insurance proceeds to make loans to, and/or purchase assets from, Sam's Family Trust, and/or his estate, as Todd determines best. Sam also wanted Todd to use the life insurance proceeds to maintain the real properties and other assets Sam put into the Trust or the Trust later acquired.

Based on the foregoing, it is important that all of you cooperate with each other and with Todd on how and when you use these fantastic family properties that your Dad and Grandfather so carefully protected. Please remember all the properties have financial obligations and if any of those financial obligations cannot be satisfied, the properties will be lost to the family and the terms of the Trust cannot be fulfilled. They are great family assets and investments that Sam amassed and developed during his lifetime and entrusted Todd to continue. Please therefore work with Todd in arranging to use the properties so that they can last for all your lifetimes.

Sam very carefully constructed the Trust. He did so because he loved the magnificent and unique properties he put into the Trust and he wanted them protected for his family for as long as possible. Under current law, that could be for generations in the future. Sam also specifically named Todd to carry out his wishes and Todd has a fiduciary, as well as a moral, obligation to do that for Sam. All of you have a legal, as well as a moral, obligation to honor Sam's intentions and allow Todd to do his job as Trustee of the Trust. Please also note that paragraph I. of Article IV on page 13 permits Todd to be paid reasonable compensation for serving in this very important and difficult fiduciary capacity.

If any of you has any additional questions about this great family-planning Trust that Sam so carefully designed, please call me at any time. Todd has authorized our firm to openly discuss all these issues with any of you or your lawyers, but please be advised that Sam's Trust will be paying us for our time to discuss these matters with you or your lawyers.

In addition to the foregoing, we are enclosing a copy of the annual accounting for the SSJ's Issue Trust for the period ending December 31, 2016. Please call us if you have any questions about it.

///

///

///

///

MAUPIN, COX & LeGOY

Beneficiaries of SSJ'S Issue Trust

May 1, 2017

Page 3

Our firm is honored to be helping the Trustees and Executors of Sam's Trust and estate to fulfill Sam's desire as expressed in his estate planning documents. He was a great man, and it is an honor for our firm to be associated with him.

Sincerely yours,

A handwritten signature in black ink, appearing to read "L. R. LeGoy". The signature is fluid and cursive, with the first name "L." and last name "LeGoy" clearly distinguishable.

L. Robert LeGoy, Jr.

LRL:sm
Enclosure

J:\wpdata\LRL\Estate Plans\Jaksick Trust Administration\2017\SSJ ltr to benes 040617.docx

MCL002115

WJ 000656

McQuaid, Brian

From: Kevin Riley <kevin@rmb-cpa.com>
Sent: Monday, May 23, 2016 3:55 PM
To: McQuaid, Brian; LeGoy, Bob
Cc: 'Todd Jaksick (tjaksick@gmail.com)'; 'Stan Jaksick (ssj3232@aol.com)'; Procter Hug IV
Subject: Debts
Attachments: Sam's trust balance sheet.pdf

Brian et al

The \$4.1m figure is just based off the most recently prepared balance sheet of Sam's trust.

Most of the debts are related party obligations. The following debts are directly obligated by the Trust to third parties.

BofA CC	17,282
FIB	310,277
NSB	34,624
Agcredit	688,010
Chase	305,025 (mortgage on quail rock house)
Estate taxes	540,964
 Total	 1,896,182

I will not be in the office Wednesday at all, but we can discuss this now, tomorrow or Thursday.

I just realized I missed our 1pm telephone call. Sorry!

Kevin Riley, CPA

Rossmann MacDonald & Benetti, CPA's

3838 Watt Avenue, Suite E-500

Sacramento, CA 95821

Email: Kevin@rmb-cpa.com

Web: www.rmb-cpa.com

Telephone: (916) 488-8360

Fax: (916) 488-9478

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From: McQuaid, Brian [<mailto:bmcquaid@mcllawfirm.com>]
Sent: Monday, May 23, 2016 3:10 PM
To: Kevin Riley <kevin@rmb-cpa.com>; LeGoy, Bob <blegoy@mcllawfirm.com>
Cc: 'Todd Jaksick (tjaksick@gmail.com)' <tjaksick@gmail.com>; 'Stan Jaksick (ssj3232@aol.com)' <ssj3232@aol.com>; Procter Hug IV <phugIV@mcllawfirm.com>
Subject: RE: sale of pioneer stock

Kevin, these are difficult issues that we should probably all discuss in a bit more detail. Would everyone be available to go over this Wednesday afternoon sometime between 1:30-3:30?

Also, Kevin, can you break down the \$4.1m of outstanding debts so we can see what we're talking about?

Thanks,
Brian

Brian C. McQuaid, Esq.
Maupin Cox LeGoy
4785 Caughlin Parkway
Reno, Nevada 89519
Phone: 775-827-2000
Fax: 775-827-2185
E-mail: bmcquaid@mcllawfirm.com
Website: www.mcllawfirm.com



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From: Kevin Riley [<mailto:kevin@rmb-cpa.com>]
Sent: Friday, May 20, 2016 5:57 PM
To: LeGoy, Bob; McQuaid, Brian
Subject: sale of pioneer stock

Bob/Brian,

I am inquiring about how to functionally settle sam's trust's debts.

Todd and Stan's subtrust's were distributed shares of pioneer and this was a preferential distribution that should not have occurred except for the fact that Colorado required it. Those shares were valued at \$2.3m by kimmell.

With the proceeds of the sale of the stock I could have \$2.3m repaid to Sam's trust such that the original preferential distribution is unwound and Sam's trust is "made whole". We would then proceed as if the original distribution never happened.

Alternatively, we could proceed by paying down debts of Sam's trust directly from Stan's and Todd's subtrusts. This would effectively be an assumption of Sam's debts by the Stan and Todd subtrusts.

Please note that Sam's trust debts are currently \$4.1m, so \$2.3m will be insufficient to settle all of the debts.

Projections indicate Stan's and Todd's subtrusts will be receiving a total of \$5.4m after tax, so \$3.1m would remain in their subtrusts after a \$2.3m transfer.

This discussion does not include amounts related to their 6% interests which are theirs in their entirety.

Kevin Riley, CPA

Rossmann MacDonald & Benetti, CPA's

3838 Watt Avenue, Suite E-500

Sacramento, CA 95821

Email: Kevin@rmb-cpa.com

Web: www.rmb-cpa.com

Telephone: (916) 488-8360

Fax: (916) 488-9478

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Samuel S Jaksick Jr Family Trust
Balance Sheet
March 31, 2016

ASSETS

Current Assets		
Checking Account - FIB 2772	\$	2,516.86
RBC Savings		379.95
Ag Credit Funds Held- SJ Trust		12,178.40
Undeposited Checks		254.80
Stock - United Technologies		13,050.80
Advances - Wendy		385.00
N/R - Lakecrest Realty		926.49
N/R - Toiyabe Investments		28,417.17
N/R - White Pine Ranch		266,567.94
N/R - ALSB		64,456.84
N/R - Bright Holland Co		192,740.82
N/R - Duck Lake Ranch		100.00
N/R - Todd Jaksick		272,131.68
N/R - TBJ SC Trust		103,659.16
N/R - Wendy Jaksick 112514		59,260.29
N/R - Duck Flat Ranch		300.00
N/R - SST Westridge		425.00
N/R - BBB Investments		<u>18,658.98</u>
Total Current Assets		1,036,410.18
Property and Equipment		
Improvements - Quail Rock		636,771.09
Personal Property - Various		<u>107,880.00</u>
Total Property and Equipment		744,651.09
Other Assets		
Investment - Basecamp		23,000.00
Investment - Toiyabe		895,000.00
Investment - Buckhorn		319,939.66
Investment - BBB Investments		11,000.00
Investment - SJ Ranch		121,137.71
Investment - Duck Flat		109,147.00
Investment - SST Westridge		28,068.75
Investment - LC Realty Inc		100.00
Investment - Basecamp LLC		33,441.43
Investment - Shakeys USA		64,400.00
Investment - Sam J IV LLC		20,000.00
Investment - LRGC LTD		8,000.00
Investment- Gerlach GE LLC		3,000.00
Investment - Jackrabbit		<u>325.00</u>
Total Other Assets		1,636,559.55

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WJ 000660

Samuel S Jaksick Jr Family Trust
Balance Sheet
March 31, 2016

Total Assets

\$ 3,417,620.82

LIABILITIES AND CAPITAL

Current Liabilities

Accounts Payable	\$ 96,192.35
Credit Card Payable - BofA	17,282.05
N/P - Stan Jaksick	61,187.95
N/P - LGC Ltd	469,898.07
N/P - MGC Ltd	8,150.99
N/P - Wendy 1995 Life Ins	269,665.91
N/P - Stan 1995 Life Ins	269,665.91
N/P - Todd 1995 Life Ins	269,665.91
N/P - NV Pronghorn	11,250.00
N/P - Montreux Dev Group	41,299.97
N/P - MXDG - Dilts/Kappler	54,228.78
N/P - Janene Jaksick	284,255.63
N/P - FIB LOC	310,277.42
N/P - NSB LOC	34,624.23
N/P - Duck Flat Ranch LLC	85,446.07
N/P - AgCredit (49%Obligation)	688,010.45
N/P - Chase	305,025.37
N/P - Jaksick Family LLC	34,000.00
N/P - SSJ's Issue Trust	265,000.00
Estate Taxes Payable	540,964.00
N/P - Toiyabe (assumed fm LCR)	750.00
N/P - WPR (assumed fm LCR)	18,315.00
N/P- Basecamp (assumed fm LCR)	<u>1,422.63</u>

Total Current Liabilities

4,136,578.69

Long-Term Liabilities

Total Long-Term Liabilities

0.00

Total Liabilities

4,136,578.69

Capital

Bequests - Todd Jaksick	(551,000.00)
Bequests - Stan Jaksick	(551,000.00)
Bequests - GC Tr #2 (Luke)	(32,200.00)
Bequests - GC Tr #3 (Lexi)	(32,200.00)
Distributions - TJ Trust	(1,299,832.02)
Distributions- Stan Jaksick Tr	(1,299,832.03)

MCL002120

WJ 000661

Samuel S Jaksick Jr Family Trust
Balance Sheet
March 31, 2016

Distributions WendyJaksick Tr	(135,455.02)	
Retained Earnings	(642,549.38)	
Trust Corpus	4,079,583.84	
Net Income	<u>(254,473.26)</u>	
Total Capital		<u>(718,957.87)</u>
Total Liabilities & Capital		<u>\$ 3,417,620.82</u>

MCL002121

WJ 000662

McQuaid, Brian

From: McQuaid, Brian
Sent: Thursday, April 28, 2016 10:41 PM
To: 'Jessica Clayton'; LeGoy, Bob
Cc: tjaksick@gmail.com; ssj3232@aol.com; kevin@rmb-cpa.com
Subject: RE: Pioneer Group - Sale Info - Docs - Timeline

Well, I've reviewed it and that Mutual Waiver and Release Agreement is just about as broad as one could possibly be. Todd & Stan would be waiving and releasing Pioneer Group Inc. from any and all claims, liabilities, etc., that they may or may not have and that may or may not even exist at the time they sign it, and not just with respect to the sale to Full House but with respect to anything whatsoever involving Pioneer Group. They effectively will be giving the corporation a blank slate going forward and will be unable to ever assert any complaint, claim, question, etc. about anything involving the corporation that has ever occurred in the past up to this date. I'm not sure I understand why this needs to be a condition to receiving the sales proceeds.

Brian C. McQuaid, Esq.
Maupin Cox LeGoy
4785 Caughlin Parkway
Reno, Nevada 89519
Phone: 775-827-2000
Fax: 775-827-2185
E-mail: bmcquaid@mcllawfirm.com
Website: www.mcllawfirm.com



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From: Jessica Clayton [<mailto:jtclaytone@aol.com>]
Sent: Thursday, April 28, 2016 3:22 PM
To: LeGoy, Bob; McQuaid, Brian
Cc: tjaksick@gmail.com; ssj3232@aol.com; kevin@rmb-cpa.com
Subject: Pioneer Group - Sale Info - Docs - Timeline

Hi Bob and Brian,

The guys weren't around when I received the fedex package yesterday, but Todd asked me to forward you the attached docs received from Bronco Billy's regarding the close. They would like your input on it please.

Thanks so much!! And have a great rest of the week :)

Jess



April 26, 2016

Dear Shareholder:

Full House Resorts-Colorado received their Colorado Gaming license on Thursday, February 18th.

In order for Full House Resorts-Colorado to conduct gaming in Colorado, they must also be licensed by the State of Indiana. At this time, we believe the Indiana approval will occur by May 1st.

Upon Indiana granting Full House Resorts-Colorado a gaming license to conduct gaming operations in the State of Colorado, we anticipate the transfer of ownership to occur within five business days or less.

The proceeds from the sale will be distributed in three tranches. Please see the attached distribution sheet for amount and timing of each tranche. Please note **all amounts are best estimates** prepared by our accounting firm BKD.

In order for you to receive your sales proceeds on a timely basis, all Shareholders must provide the following information to Pioneer Group, Inc. **no later than April 29th**:

- 1) A fully executed copy of the attached Mutual Waiver and Release Agreement.
- 2) Preferred mailing address to receive your distribution by check, or wiring instructions direct to your bank account which must include:
 - a. Name on Account
 - b. Title of Account (checking, savings)
 - c. Bank Name
 - d. Bank's City, State
 - e. Your Account Number
 - f. Routing Number (ABA).

Please return the attached Mutual Waiver and Release Agreement and wiring/ mailing instructions by way of email or overnight delivery to:

Email to: ddouglass@outlook.com or marcmurphy@brancobillys.biz

Overnight mail to:	Marc Murphy	or	Dan Douglass
	c/o Bronco Billy's		6417 Lakeside Drive, Suite 104
	233 E. Bennett Avenue		Reno, NV 89511
	Cripple Creek, CO 80813		

Sincerely,

Dan Douglass, President
Pioneer Group, Inc.

233 E Bennett Ave ♦ PO Box 590 ♦ Cripple Creek, CO 80813
719-689-2142 ♦ Fax 719-689-2869
brancobillyscasino.com ♦ mvp@brancobillyscasino.com

MCL002123

WJ 000664

PIONEER GROUP, INC.
ESTIMATED TIMING AND AMOUNT OF CASH DISTRIBUTIONS

	Todd Trust Under Sam Jakaick Fam. <u>12.68285%</u>	Todd Jakaick Family Trust <u>6.0000%</u>
Estimated Total Cash Available To Distribute (Note 1)	<u>3,226,569</u>	<u>1,526,424</u>
Cash Distributed:		
On Closing Date	2,663,399	1,260,000
Upon Final Working Capital Settlement (Note 2)	163,901	87,000
Release of Escrowed Funds (Note 3)	<u>379,269</u>	<u>179,424</u>
Projected Total Cash Distributed	<u>3,226,569</u>	<u>1,526,424</u>

Note 1 - Estimated cash is based upon March 31, 2016 balance sheet of Pioneer Group. The total amount will change and the change could be significant based upon the closing date balance sheet.

Note 2 - This is estimated to be 90-120 days post closing date

Note 3 - To be released twelve months after closing date, assuming no claims by the Purchaser.

Note 4 - For purposes of this Estimate, non-sufficient funds checks held at March 31, 2016 are deemed to be 100% uncollectible

Note 5 - Not reflected in total cash distributed above is the liquidation value of the residential real estate lots owned in the Elk Grove development.