

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.

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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 4**

Marquis Aurbach Coffing

Chad F. Clement, Esq. (SBN 12192)
Kathleen A. Wilde, Esq. (SBN 12522)
10001 Park Run Drive
Las Vegas, Nevada 89145
Telephone: (702) 382-0711
Facsimile: (702) 382-5816
cclement@maclaw.com
kwilde@maclaw.com

Spencer & Johnson, PLLC

R. Kevin Spencer (pro hac vice)
Zachary E. Johnson (pro hac vice)
500 N. Akard Street, Suite 2150
Telephone: (214) 965-9999
Facsimile: (214) 965-9500
kevin@dallasprobate.com
zach@dallasprobate.com

Attorneys for Respondent/Cross-Appellant, Wendy Jaksick

DOCUMENT	DATE	VOL. NO.	PAGE NO.
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
Objection to Approval of Accountings and Other Trust Administration Matters Case No. PR17-00446	11/13/2015	1	WJ 0019 - 0021
Objection to Approval of Accountings and Other Trust Administration Matters Case No. PR17-00445	10/10/2017	1	WJ 0022 - 0024
Minutes of Court Appearances - Hearing	1/8/2018	1	WJ 0025 - 0026
Minutes from Scheduling Conference	3/12/2018	1	WJ 0026 - 0029
Amended Objection and Counter-Petition Re: Family Trust	3/23/2018	1	WJ 0030 - 0048
Petitioners' Status Report	6/1/2018	1	WJ 0049 - 0057
Todd B. Jaksick's, As an Individual, Offer of Judgement to Wendy Jaksick	8/29/2018	1	WJ 0058 - 0062
Motion for Summary Judgement - Michael Kimmel	10/23/2018	1	WJ 0090 - 0107
Order After Hearing	11/26/2018	1	WJ 0108 - 0110
Notice of Errata Regarding Wendy A. Jaksick's first Amended Counter-Petition to Surcharge Trustees for Breach of Fiduciary Duties, for Removal of Trustees and Appointment of Independent Trustee(s), and for Declaratory Judgement and other Relief	12/26/2018	1	WJ 0111 - 0115

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L. Robert Legoy, Jr. and Maupin, Cox & Legoy Custodian's Fourth Supplement to Their Objections and Responses to Subpoena Duces Tecum	12/26/2018	1	WJ 0115 - 0118
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L. Robert Legoy, Jr. and Maupin, Cox & Legoy Custodian's Fifth Supplement to Their Objections and Responses to Subpoena Duces Tecum- Priv Log	1/29/2019	1	WJ 0132 - 0138
Settlement Agreement and Release – Exhibit 584	1/31/2019	1	WJ 0194 - 0201
Wendy Jaksick's Emergency Motion to Extend Discovery Deadlines and Trial for Cause and Alternatively Motion to Continue Trial Pursuant to NRS 16.010	2/1/2019	2	WJ 0202 - 0281
Notice of Withdrawal of And Objections & Counter-Petitions Re: Family Trust and Issue Trust	2/1/2019	2	WJ 0282 - 0284
Todd B. Jaksick's Notice of Withdrawal of Petition for Reconveyance of Trust Assets - Todd	2/1/2019	2	WJ 0285 - 0288
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Minutes from Hearing	2/5/2019	2	WJ 0394 - 0418
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L. Robert Legoy, Jr. and Maupin, Cox & Legoy Custodian's Sixth Supplement to Their Objections and Responses to Subpoena Duces Tecum	2/8/2019	9	WJ 2032 - 2094
L. Robert Legoy, Jr. and Maupin, Cox & Legoy Custodian's Seventh Supplement to Their Objections and Responses to Subpoena Duces Tecum	2/8/2019	9	WJ 2095 - 2102
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DOCUMENT	DATE	VOL. NO.	PAGE NO.
Todd B Jaksick, Individually, Incline TSS, LTD., and Duck Lake Ranch, LLC's Memo of Costs and Disbursements Incurred in Case No. PR 17-00445	3/11/2019	18	WJ 4162 - 4178
Todd B Jaksick, Individually, incline TSS, LTD., and Duck Lake Ranch, LLC's Memo of Costs and Disbursements Incurred in Case No. PR 17-00445	3/11/2019	18	WJ 4179 - 4188
Todd B Jaksick, Individually, incline TSS, LTD., and Duck Lake Ranch, LLC's Memo of Costs and Disbursements Incurred in Case No. PR 17-00445	3/21/2019	18	WJ 4189 - 4196
Todd B Jaksick, Individually, Incline TSS, LTD., and Duck Lake Ranch, LLC's Notice of Withdrawal of Memos of Costs and Disbursements and Supplement	3/25/2019	18	WJ 4197 - 4200
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Email- Stan Jaksick to Bob Legoy – Trial Exhibit 38	5/18/2018	19	WJ 4421 - 4426
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Trial Transcript	2/21/2019	22-23	WJ 5016 - 5283
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

Chad F. Clement, Esq. (SBN 12192)
Kathleen A. Wilde, Esq. (SBN 12522)
10001 Park Run Drive
Las Vegas, Nevada 89145

SPENCER & JOHNSON, PLLC

R. Kevin Spencer (pro hac vice)
Zachary E. Johnson (pro hac vice)
500 N. Akard Street, Suite 2150
Dallas, Texas 75201
Attorneys for Respondent/Cross-Appellant, Wendy Jaksick

CERTIFICATE OF SERVICE

I hereby certify that the foregoing **RESPONDENT/CROSS-APPELLANT WENDY JAKSICK'S APPENDIX, VOLUME 4** 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:

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

Donald A. Lattin, Esq.
Carolyn K. Renner, Esq.
Kristen D. Matteoni, Esq.
Maupin, Cox & LeGoy
4785 Caughlin Parkway
Reno, NV 89519

Phil Kreitlein, Esq.
Kreitlein Law Group
1575 Delucchi Lane, Ste. 101
Reno, NV 89502

Adam Hosmer-Henner, Esq.
McDonald Carano
100 West Liberty Street, 10th Fl.
P.O. Box 2670
Reno, NV 89505

/s/ Leah Dell
Leah Dell, an employee of
Marquis Aurbach Coffing

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

From: McQuaid, Brian
Sent: Wednesday, January 13, 2016 2:13 PM
To: 'Kevin Riley'; Todd Jaksick; ssj3232@aol.com
Cc: LeGoy, Bob
Subject: RE: white pine lumber co
Attachments: Assignment of Stock - White Pine Lumber Co.pdf

Attached is the Assignment I have prepared for the transfer of the White Pine Lumber Co. stock per the email below and our discussions. Please both Todd & Stan execute it before a Notary Public. Also, once it has been executed, please arrange for the current stock certificate no. 1 to be cancelled and two new stock certificates issued reflecting the new ownership of the shares per the assignment. It appears that Nic Palmer is the registered agent for the corporation and presumably he has the stock book and can handle the transfer. If not, or if you wish for us to take over as the registered agent of the corporation, please let me know and provide us with the stock book and other corporate records.

If any of you have any questions, please let me know.

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: Wednesday, January 06, 2016 3:11 PM
To: McQuaid, Brian
Cc: Todd Jaksick; ssj3232@aol.com; LeGoy, Bob
Subject: white pine lumber co

Brian,

There is another opportunity under the same funding provisions of the USDA that will allow White Pine to convert property that is already subject to a 30 year easement to a permanent easement.

Todd is already making preparations to proceed with applying for this funding. As a pre-requisite to the funding, we would need to transfer the white pine shares out of Sam's trust.

We valued this entity at zero for purposes of the estate. Even after the expected funding it is questionable whether this entity would have any value as there is still a significant amount of debt attached to it. All of the owned property would be subject to easements in perpetuity.

We are proposing to transfer the shares by assignment to Todd's and Stan's respective trusts as Wendy has once again refused to sign certifications.

The goal would be to obtain the govt funding, pay the taxes associated with the proceeds, and use the balance of the money to pay down the remaining debt.

The proposed transfer would be as follows:

1/3 to Todd's trust

2/3 to Stan's trust with Stan eventually transferring the 1/3 shares attributable to Wendy and Luke to their trusts after the funding is realized.

Sam's trust owns 100% of White Pine Lumber Co. Todd will try to locate the stock certificates.

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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**ASSIGNMENT OF SHARES OF STOCK
SEPARATE FROM CERTIFICATE**

Without consideration, Todd B. Jaksick and Stanley S. Jaksick, as Co-Trustees of The Samuel S. Jaksick, Jr. Family Trust, hereby grant, transfer, and assign all of the right, title, and interest in the shares of stock of White Pine Lumber Co., a Nevada corporation ("the Corporation"), as follows:

(1) 130,000 shares to Stanley S. Jaksick and Todd B. Jaksick, as Co-Trustees of The Stanley S. Jaksick Trust under The Samuel S. Jaksick, Jr. Family Trust (Restated), representing two-thirds (2/3) of all of the issued and outstanding shares of stock in the Corporation.

(2) 65,000 shares to Stanley S. Jaksick and Todd B. Jaksick, as Co-Trustees of The Todd B. Jaksick Trust under The Samuel S. Jaksick, Jr. Family Trust (Restated), representing one-third (1/3) of all of the issued and outstanding shares of stock in the Corporation.

Dated: _____, 2016.

THE SAMUEL S. JAKSICK, JR. FAMILY TRUST

By: _____
Todd B. Jaksick, Co-Trustee

By: _____
Stanley S. Jaksick, Co-Trustee

STATE OF NEVADA

COUNTY OF WASHOE

This Assignment was acknowledged before me on _____, 2016,
by Todd B. Jaksick, as Co-Trustee of The Samuel S. Jaksick, Jr. Family Trust.

Notary Public

STATE OF NEVADA

COUNTY OF WASHOE

This Assignment was acknowledged before me on _____, 2016,
by Stanley S. Jaksick, as Co-Trustee of The Samuel S. Jaksick, Jr. Family Trust.

Notary Public

MCL002139

WJ 000680

McQuaid, Brian

From: Jessica Clayton <jtclaytone@aol.com>
Sent: Monday, January 11, 2016 4:56 PM
To: McQuaid, Brian; LeGoy, Bob
Cc: tjaksick@gmail.com; ssj3232@aol.com; kevin@rmb-cpa.com
Subject: Stock Cert
Attachments: stock cert.pdf

Hi Brian,

Happy New Year.

Todd asked me to scan you the attached :)

Jess

Pierre A. Hascheff, Chtd
A Professional Corporation

1029 RIVERSIDE DRIVE
POST OFFICE BOX 40667
RENO, NEVADA 89504

TELEPHONE: (775) 786-4121
FACSIMILE: (775) 786-4122
pahascheff@sbcglobal.net

October 13, 2008

Ms. Jessica Clayton
4005 Quail Rock Lane
Reno, Nevada 89511

Subject: White Pine Lumber
Re: Stock Certificate
Our File: 48651.019

Dear Jessica:

Enclosed please find an original stock certificate for Sam's signature. Please have him sign by the "x" in both places and return the original to my office.

If you have any other questions, please feel free to contact my office.

Very truly yours,

Pierre A. Hascheff, Chtd

By: *Pierre*

PAH:njc
Enclosure
copy to:
Kevin Riley

MCL002141

WJ 000682

NUMBER	1
--------	---

SHARES	195,000
--------	---------



White Pine Lumber Co.

This certifies that

Samuel S. Jaksick, Jr. Family Trust

is the

registered holder of

One Hundred Ninety Five Thousand (195,000)

Shares

\$1.00 Par Value

transferrable only on the books of the Corporation by the holder hereof in person or by attorney upon surrender of this certificate properly endorsed.

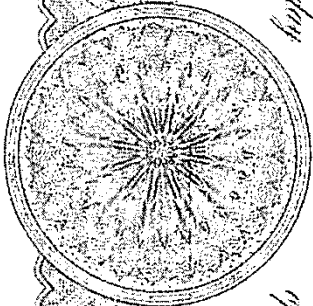
In Witness Whereof, the said Corporation has caused this Certificate to be signed by its duly authorized officers and its Board of Directors that to the same be affixed

this _____ day

of _____ A.D. 19__

President

Secretary



McQuaid, Brian

From: Kevin Riley <kevin@rmb-cpa.com>
Sent: Wednesday, January 06, 2016 3:11 PM
To: McQuaid, Brian
Cc: Todd Jaksick; ssj3232@aol.com; LeGoy, Bob
Subject: white pine lumber co

Brian,

There is another opportunity under the same funding provisions of the USDA that will allow White Pine to convert property that is already subject to a 30 year easement to a permanent easement.

Todd is already making preparations to proceed with applying for this funding. As a pre-requisite to the funding, we would need to transfer the white pine shares out of Sam's trust.

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1/3 to Todd's trust

2/3 to Stan's trust with Stan eventually transferring the 1/3 shares attributable to Wendy and Luke to their trusts after the funding is realized.

Sam's trust owns 100% of White Pine Lumber Co. Todd will try to locate the stock certificates.

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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WHITE PINE LUMBER CO.

Business Entity Information			
Status:	Active	File Date:	8/30/1947
Type:	Domestic Corporation	Entity Number:	C440-1947
Qualifying State:	NV	List of Officers Due:	8/31/2016
Managed By:		Expiration Date:	
NV Business ID:	NV19471000097	Business License Exp:	8/31/2016

Additional Information	
Central Index Key:	

Registered Agent Information			
Name:	NICHOLUS C PALMER, ESQ.	Address 1:	630 E PLUMB LN
Address 2:		City:	RENO
State:	NV	Zip Code:	89502
Phone:		Fax:	
Mailing Address 1:		Mailing Address 2:	
Mailing City:		Mailing State:	NV
Mailing Zip Code:			
Agent Type:	Commercial Registered Agent - Limited-Liability Corporation		
Jurisdiction:	NEVADA	Status:	Active

Financial Information			
No Par Share Count:	0	Capital Amount:	\$ 500,000.00
Par Share Count:	500,000.00	Par Share Value:	\$ 1.00

- Officers <input type="checkbox"/> Include Inactive Officers			
President - TODD JAKSICK			
Address 1:	500 DAMONTE RANCH PKWY STE 980	Address 2:	
City:	RENO	State:	NV
Zip Code:	89521	Country:	USA
Status:	Active	Email:	
Secretary - TODD JAKSICK			
Address 1:	500 DAMONTE RANCH PKWY STE 980	Address 2:	
City:	RENO	State:	NV
Zip Code:	89521	Country:	USA
Status:	Active	Email:	
Treasurer - TODD B JAKSICK			
Address 1:	500 DAMONTE RANCH PKWY STE 980	Address 2:	

City:	RENO	State:	NV
Zip Code:	89521	Country:	USA
Status:	Active	Email:	
Director - TODD JAKSICK			
Address 1:	500 DAMONTE RANCH PKWY STE 980	Address 2:	
City:	RENO	State:	NV
Zip Code:	89521	Country:	USA
Status:	Active	Email:	

- Actions\Amendments			
Action Type:	Articles of Incorporation		
Document Number:	C440-1947-001	# of Pages:	0
File Date:	8/30/1947	Effective Date:	
(No notes for this action)			
Action Type:	Amendment		
Document Number:	C440-1947-003	# of Pages:	1
File Date:	6/30/1953	Effective Date:	
WHITE PINE LUMBER CO. B z u% 001			
Action Type:	Registered Agent Address Change		
Document Number:	C440-1947-004	# of Pages:	1
File Date:	3/10/1961	Effective Date:	
VARGAS DILLON & BARTLETT			
220 S VIRGINIA ST RENO NV			
Action Type:	Registered Agent Address Change		
Document Number:	C440-1947-005	# of Pages:	1
File Date:	7/11/1980	Effective Date:	
VARGAS BARTLETT & DIXON ROBERT W MARSHALL			
195 SOUTH SIERRA RENO NV			
Action Type:	Merger		
Document Number:	C440-1947-006	# of Pages:	1
File Date:	4/11/1982	Effective Date:	
CERTIFICATE OF OWNERSHIP MERGING WHITE PINE LUMBER CO. (A NEVADA CO #560-52)			
INTO THIS CORP			
Action Type:	Amendment		
Document Number:	C440-1947-007	# of Pages:	1
File Date:	4/11/1982	Effective Date:	
STOCKHOLDERS LIQUIDATING CO. B s < 002			
Action Type:	Registered Agent Change		
Document Number:	C440-1947-008	# of Pages:	1
File Date:	11/7/1995	Effective Date:	
VARGAS & BARTLETT			

201 W. LIBERTY STREET RENO NV 89501 JAH			
Action Type:	Annual List		
Document Number:	C440-1947-015	# of Pages:	1
File Date:	8/27/1998	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	C440-1947-014	# of Pages:	1
File Date:	10/14/1998	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	C440-1947-013	# of Pages:	2
File Date:	8/28/1999	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	C440-1947-016	# of Pages:	1
File Date:	8/3/2000	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	C440-1947-009	# of Pages:	1
File Date:	7/17/2001	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	C440-1947-011	# of Pages:	1
File Date:	8/9/2002	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	C440-1947-010	# of Pages:	1
File Date:	7/31/2003	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	C440-1947-012	# of Pages:	1
File Date:	10/10/2003	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	C440-1947-002	# of Pages:	1
File Date:	8/11/2004	Effective Date:	
List of Officers for 2004 to 2005			
Action Type:	Annual List		
Document Number:	20050297233-03	# of Pages:	1
File Date:	8/1/2005	Effective Date:	
(No notes for this action)			

Action Type:	Annual List		
Document Number:	20060524524-70	# of Pages:	1
File Date:	8/16/2006	Effective Date:	
(No notes for this action)			
Action Type:	Registered Agent Change		
Document Number:	20060567325-66	# of Pages:	1
File Date:	8/31/2006	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20070534893-61	# of Pages:	1
File Date:	8/1/2007	Effective Date:	
(No notes for this action)			
Action Type:	Amendment		
Document Number:	20080527124-31	# of Pages:	1
File Date:	8/6/2008	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20080563843-99	# of Pages:	1
File Date:	8/25/2008	Effective Date:	
(No notes for this action)			
Action Type:	Registered Agent Change		
Document Number:	20080584446-21	# of Pages:	1
File Date:	8/29/2008	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20090699305-73	# of Pages:	1
File Date:	9/24/2009	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20100519199-07	# of Pages:	1
File Date:	7/14/2010	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20110631092-25	# of Pages:	1
File Date:	8/29/2011	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20120507943-13	# of Pages:	1
File Date:	7/24/2012	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		

Document Number:	20130572971-47	# of Pages:	1
File Date:	8/30/2013	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20140618245-53	# of Pages:	1
File Date:	8/27/2014	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20150370263-39	# of Pages:	1
File Date:	8/19/2015	Effective Date:	
(No notes for this action)			

McQuaid, Brian

From: McQuaid, Brian
Sent: Friday, December 18, 2015 2:47 PM
To: 'Kevin Riley'; wpeterson@swlaw.com; Todd Jaksick; Stan Jaksick (ssj3232@aol.com)
Cc: Jessica Clayton (jtclyatone@aol.com); LeGoy, Bob
Subject: RE: jackrabbit properties LLC
Attachments: Assignments of Jackrabbit LLC.pdf

Per Kevin's email, attached please find the Assignments that I have prepared for the various interests in Jackrabbit Properties LLC. Please let me know if any of you desire any changes or additions.

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: Tuesday, December 01, 2015 1:25 PM
To: wpeterson@swlaw.com
Cc: Todd Jaksick; McQuaid, Brian
Subject: jackrabbit properties LLC

Bill,

I am writing this email to let you know that the Jaksicks' intend to assign some of their interests in Jackrabbit Properties LLC. Brian McQuaid has been involved in our planning discussions and has offered to draft the assignments subject to your approval.

The affected entities and current ownership are as follows:

- a) Samuel S Jaksick Jr I LLC holds 35.242 Class A units of Jackrabbit Properties LLC. Todd Jaksick, manager.
- b) Stanley Jaksick II LLC holds 3.893 Class A units of Jackrabbit Properties LLC. Stan Jaksick, manager.
- c) Todd B. Jaksick LLC holds 31.35 Class A units of Jackrabbit Properties LLC. Todd Jaksick, manager.

d) TBJ Investment Trust holds 9.515 Class A units of Jackrabbit Properties LLC, Todd Jaksick, Trustee.

The intended assignments are as follows:

- 1) The Samuel S Jaksick Jr I LLC will assign 11.747 Class A units to a "new" LLC that has not yet been formed.
- 2) The Samuel S Jaksick Jr I LLC will assign 23.495 Class A units to Stanley Jaksick II LLC
- 3) Todd B. Jaksick LLC will assign 26.35 Class A units of Jackrabbit Properties LLC to the "new" LLC mentioned in #1
- 4) The TBJ Investment Trust will assign 9.515 Class A units of Jackrabbit Properties LLC to the "new" LLC mentioned in #1

The ending ownership after assignments are perfected will be as follows:

Samuel S Jaksick Jr I LLC will no longer hold any units (and will be dissolved at a later date)

Stanley Jaksick II LLC will hold a combined amount of 27.388 Class A units

Todd B. Jaksick LLC will hold 5 Class A units

TBJ Investment Trust will no longer hold any units directly

The "new" LLC will hold 47.612 Class A units

The "new" llc should be formed the first week of December

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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ASSIGNMENT OF MEMBERSHIP INTERESTS

Without consideration, SAMUEL S JAKSICK JR I LLC, a Nevada limited liability company, hereby grants, transfers, and assigns all of its right, title, and membership interests in JACKRABBIT PROPERTIES, LLC, a Nevada limited liability company, as follows:

(1) 23.495 Class A units to STANLEY JAKSICK II LLC, a Nevada limited liability company.

(2) 11.747 Class A units to SMOKE CREEK RANCH LLC, a Nevada limited liability company.

Dated: _____, 2015.

SAMUEL S JAKSICK JR I LLC

By: _____
Todd B. Jaksick, Manager

MCL002151

WJ 000692

ASSIGNMENT OF MEMBERSHIP INTERESTS

Without consideration, TODD B. JAKSICK LLC, a Nevada limited liability company, hereby grants, transfers, and assigns a portion of its right, title, and membership interests in JACKRABBIT PROPERTIES, LLC, a Nevada limited liability company, as follows:

(1) 26.35 Class A units to SMOKE CREEK RANCH LLC, a Nevada limited liability company.

Dated: _____, 2015. TODD B. JAKSICK LLC

By: _____
Todd B. Jaksick, Manager

ASSIGNMENT OF MEMBERSHIP INTERESTS

Without consideration, Todd B. Jaksick, as Trustee of the TBJ INVESTMENT TRUST, hereby grants, transfers, and assigns all of its right, title, and membership interests in JACKRABBIT PROPERTIES, LLC, a Nevada limited liability company, as follows:

(1) 9.515 Class A units to SMOKE CREEK RANCH LLC, a Nevada limited liability company.

Dated: _____, 2015. TBJ INVESTMENT TRUST

By: _____
Todd B. Jaksick, Trustee

MCL002153

WJ 000694

5 *h*

McQuaid, Brian

From: Kevin Riley <kevin@rmb-cpa.com>
Sent: Thursday, December 17, 2015 1:21 PM
To: McQuaid, Brian
Cc: Todd Jaksick; Jessica Clayton (jtclaytone@aol.com)
Subject: RE: jackrabbit properties LLC

Brian,

The new llc was formed and is Smoke Creek Ranch LLC. I thought everything was moving forward. I have cc'd todd and jess in to this email.

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: Thursday, December 17, 2015 12:19 PM
To: Kevin Riley <kevin@rmb-cpa.com>
Subject: RE: jackrabbit properties LLC

Kevin, I never did receive any follow up on this at all. Was it decided that someone else would prepare the assignments or do you still need me to do it?

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: McQuaid, Brian
Sent: Tuesday, December 01, 2015 4:16 PM
To: 'Kevin Riley'
Subject: RE: jackrabbit properties LLC

Thanks Kevin, let me know when the new LLC has been set up and I'll get the assignments drafted up at that point and circulated for review.

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: Tuesday, December 01, 2015 1:25 PM
To: wpeterson@swlaw.com
Cc: Todd Jaksick; McQuaid, Brian
Subject: jackrabbit properties LLC

Bill,

I am writing this email to let you know that the Jaksicks' intend to assign some of their interests in Jackrabbit Properties LLC. Brian McQuaid has been involved in our planning discussions and has offered to draft the assignments subject to your approval.

The affected entities and current ownership are as follows:

- a) Samuel S Jaksick Jr I LLC holds 35.242 Class A units of Jackrabbit Properties LLC. Todd Jaksick, manager.
- b) Stanley Jaksick II LLC holds 3.893 Class A units of Jackrabbit Properties LLC. Stan Jaksick, manager.
- c) Todd B. Jaksick LLC holds 31.35 Class A units of Jackrabbit Properties LLC. Todd Jaksick, manager.

d) TBJ Investment Trust holds 9.515 Class A units of Jackrabbit Properties LLC, Todd Jaksick, Trustee.

The intended assignments are as follows:

- 1) The Samuel S Jaksick Jr I LLC will assign 11.747 Class A units to a "new" LLC that has not yet been formed.
- 2) The Samuel S Jaksick Jr I LLC will assign 23.495 Class A units to Stanley Jaksick II LLC
- 3) Todd B. Jaksick LLC will assign 26.35 Class A units of Jackrabbit Properties LLC to the "new" LLC mentioned in #1
- 4) The TBJ Investment Trust will assign 9.515 Class A units of Jackrabbit Properties LLC to the "new" LLC mentioned in #1

The ending ownership after assignments are perfected will be as follows:

Samuel S Jaksick Jr I LLC will no longer hold any units (and will be dissolved at a later date)

Stanley Jaksick II LLC will hold a combined amount of 27.388 Class A units

Todd B. Jaksick LLC will hold 5 Class A units

TBJ Investment Trust will no longer hold any units directly

The "new" LLC will hold 47.612 Class A units

The "new" llc should be formed the first week of December

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: Kevin Riley <kevin@rmb-cpa.com>
Sent: Tuesday, December 01, 2015 1:25 PM
To: wpeterson@swlaw.com
Cc: Todd Jaksick; McQuaid, Brian
Subject: jackrabbit properties LLC

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- a) Samuel S Jaksick Jr I LLC holds 35.242 Class A units of Jackrabbit Properties LLC. Todd Jaksick, manager.
- b) Stanley Jaksick II LLC holds 3.893 Class A units of Jackrabbit Properties LLC. Stan Jaksick, manager.
- c) Todd B. Jaksick LLC holds 31.35 Class A units of Jackrabbit Properties LLC. Todd Jaksick, manager.
- d) TBJ Investment Trust holds 9.515 Class A units of Jackrabbit Properties LLC, Todd Jaksick, Trustee.

The intended assignments are as follows:

- 1) The Samuel S Jaksick Jr I LLC will assign 11.747 Class A units to a "new" LLC that has not yet been formed.
- 2) The Samuel S Jaksick Jr I LLC will assign 23.495 Class A units to Stanley Jaksick II LLC
- 3) Todd B. Jaksick LLC will assign 26.35 Class A units of Jackrabbit Properties LLC to the "new" LLC mentioned in #1
- 4) The TBJ Investment Trust will assign 9.515 Class A units of Jackrabbit Properties LLC to the "new" LLC mentioned in #1

The ending ownership after assignments are perfected will be as follows:

Samuel S Jaksick Jr I LLC will no longer hold any units (and will be dissolved at a later date)
Stanley Jaksick II LLC will hold a combined amount of 27.388 Class A units
Todd B. Jaksick LLC will hold 5 Class A units
TBJ Investment Trust will no longer hold any units directly
The "new" LLC will hold 47.612 Class A units

The "new" llc should be formed the first week of December

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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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

July 13, 2015

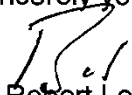
PICKED UP

Mr. Todd B. Jaksick, Co-Trustee
500 Damonte Parkway, Suite 980
Reno, Nevada 89521

Dear Todd:

Enclosed are the four original Stock Certificates Nos. 45 through 48 issued by Pioneer Group, Inc. to your Family Trust, Stan's Revocable Trust, your generation-skipping Trust which was setup under your Dad's Family Trust and Stan's generation-skipping Trust setup under your Dad's Family Trust, together with a copy of Steve West's transmittal letter to me dated June 24. We have retained copies in your Dad's Trust file. We understand you and Stan will each store your original two Stock Certificates in your personal safe. Please note I did not check the numbers of shares represented by each Stock Certificate. Please tell me if you want us to do that, or have Kevin do it or do it yourself if you want. You also can please tell us if you have any other questions about the Certificates.

Sincerely yours,


L. Robert LeGoy, Jr.

LRL:dd
Enclosures

J:\wpdata\LRL\Estate Plans\Jaksick Trust Administration\StockCertificates.Letter.wpd

MCL002160

WJ 000700

LAW OFFICES
WEST BROWN HUNTLEY PC
100 SOUTH RIDGE STREET, SUITE 204
POST OFFICE BOX 588
BRECKENRIDGE, COLORADO 80424
TELEPHONE (970) 453-2901
FAX (970) 453-0192
WWW.WESTBROWN.COM

STEPHEN C. WEST
FELICE F. HUNTLEY
ROBERT N. GREGORY

JILL D. BLOCK
Paralegal

PETER F. MICHAELSON
OF COUNSEL

D. WAYNE BROWN
RETIRED

June 24, 2015

VIA FEDEX

Robert L. LeGoy, Jr., Esq.
Maupin, Cox & LeGoy
4785 Caughlin Parkway
P.O. Box 30,000
Reno, NV 89520

Re: Pioneer Group, Inc. and Jaksicks

Dear Bob:

Later than anticipated, I am enclosing the following original stock certificates:

No. 45 for 48.341 shares in the name of Todd B. Jaksick, as trustee of the Todd Jaksick Family Trust;

No. 46 for 48.341 shares in the name of Stanley S. Jaksick, as trustee of the Stanley S. Jaksick 2013 Revocable Trust;

No. 47 for 102.184 shares in the name of the Stanley S. Jaksick and Todd B. Jaksick, as co-trustees of the Todd B. Jaksick Trust under the Samuel S. Jaksick, Jr. Family Trust (restated); and

No. 48 for 102.184 shares in the name of Stanley S. Jaksick and Todd B. Jaksick, as co-trustees of the Stanley S. Jaksick Trust under the Samuel S. Jaksick, Jr. Family Trust (restated)

Please be sure that your clients know that it is imperative that these stock certificates be kept in a safe and secure place because replacement can be complicated and expensive, and would be at their cost.

MCL002161

WJ 000701

Based on our previous communications, I believe this is the last of the documents owed to your clients, but do not hesitate to let me know if there is anything else you think they should be receiving.

Sincerely,

A handwritten signature in black ink, appearing to read "Stephen C. West", written over a horizontal line.

Stephen C. West

SCW/jrs

Enclosures

3607.52

cc: Pioneer Group, Inc.

MCL002162

WJ 000702

text_0 (18).txt

I need the original docs today for will, yrusts, issue trust Jaksick family partnership if in those docs. Where it talks about bronco billys, the stock certificates for Lexi and Luke, (photo copies of those, a list u compiled of all dads personal things, from the jewelry to his car n furniture that was in both offices.
And I want a date that we will have REAL financials from attorney finished. It was suppose to be in July.
I want the budget for Montreux for 2015
And it's financials.
I want Legc assets and an accounting on it back 5 yes.
I want proof of the income for tahoe house and where that money went .
I want verification that the tahoe house mortgage was paid off and the amount.
I want copies of the easement that wpr owed u Todd that allowed you to take 100 cows of your choice and rebrand them .
I want to be reminded when dad quit claimed all of duck lake to u.
Who pays the upkeep and expenses in duck lake? wpr? Or Todd
I want to see the deposit slip or the cancelled check for the 85k u gave dad personally and got the plane for it.
So u have 2 planes.
Where does it say that Stan gets the Ferrari? And the worth of the Ferrari.
I want 16k personal note from Todd for controlling the abandoned property and then never following thru. Giving the info to jim and Jess n then dropping the ball. I was to receive a 5k commission and 13k of the proceeds.. Since u messed it up that portion is due me!
I want a list of all the items taken from dads office and Stan of the old montreux office and their value .
This is just a start. I have 6 more pages..

It's not going to work that the beneficiaries are not allowed to see the real financials with record support.

I want to know what lots are left that we own today .and what debt is against them so I can get a value.
How many memberships are available at what price. How much the members are buying control from us and do we still retain ownership of the golf course land at that time? Will they get be in control of the budget at that time?
I want al means attorney info today and all the notes of previous negotiations.
Today!
I want all of this today!!! It's all at the office so copy it all or answer questions . Al means paperwork n attorneys I need today.
I am going to have an agreement with my attorney that I pay him a percentage of future monies to come.
I am going back to work training horses and kids . I need my trailer and my black truck back! The interest the ranch has in the truck was rediculous but I need it so u can take 12k out of the house u always say u are building at the ranch for my benefit for taking it back. I am going up there to get horses and truck n trailer beginning of the week.
Make sure my horses feet are trimmed like they were suppose to be every 8 weeks!
I want dads saddle and the rack I bought him to put it on by the front door. I want it for my house because that's what we enjoyed doing togetger.
I want dads old football I gave u Stan.
I want a list of all dads guns and return mine n Todds shot guns. I want luje and i to get a gun of dads. I want the one I paid for that he never used. It's a sniper rifle by accuracy international. And Stan puck a gun for luje. I would also like the old 7mm we always shot with. Nothing more of guns
I want the value and dear option of the things in dads locked closet to be split up.
I will go up there next week with the 2 of u and go thru it.
I have asked over n over for many of these things to be handled.
I will be there at 1 pm to puck this info up and pick up my check. I will not be signing anything from the office today.
I em will need copies of anything u want me to sign so I can have it looked at n I will return before the end of next week at latest.
Please print this out and get it done.

Page 1

MCL002163

WJ 000703

text_0 (18).txt

Oh and the water at diamond j. I have the amount and value and want to know where that asset is?

Lexi will b involved in reviewing everything with me as that may be important in the event I die.

I will see u at 1 to pick up the above and get my check.
I am demanding that Gunderson be paid as part of my medical. I have to have my hiormine therapy today which I can't so on monday which means I will be sick by sunday . Without it I can't function. My bones ache. I have horrible hot flashes and stomach issues. So call n pau it. I am paying it anyway.
See u at 1.

McQuaid, Brian

From: McQuaid, Brian
Sent: Thursday, November 12, 2015 2:38 PM
To: 'Jessica Clayton'
Cc: kevin@rmb-cpa.com; Todd Jaksick (tjaksick@gmail.com); Stan Jaksick (ssj3232@aol.com); LeGoy, Bob
Subject: RE: Security for SSJ's Issue Trust Notes

Jess, what we should probably do is prepare two amended Promissory Notes, one for the \$115K loan and one for the \$150K loan, that sets forth the amended terms (*i.e.* the handwritten extensions) and that both state that they are secured by the Deed of Trust already recorded against Quail Rock.

This would allow for both notes to be secured by the property without the need to do any new Deed of Trust, since the existing Deed of Trust allows for subsequent promissory notes to be added to it. We could simply do a shorter Notice to be recorded with Washoe County Recorder's Office adding the new amended \$115K note to the obligations secured by the Deed of Trust.

If Todd & Stan would like for us to do this, please send me a copy of the notes with the hand-written changes so I can make the appropriate revisions to the terms of the amended notes.

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: Jessica Clayton [<mailto:jtcclaytone@aol.com>]
Sent: Friday, November 06, 2015 10:55 AM
To: McQuaid, Brian
Cc: kevin@rmb-cpa.com
Subject: Security for SSJ's Issue Trust Notes

Hello Brian and happy Friday to you!

We were wondering based on the "Amendment to Security Agreement" - starting on page 6 of the PDF attached if, in the event, the Quail Rock house sells that the Amendment would allow for both the \$115k and \$150k note to be paid off by the sale since the IRS is now requiring the stock in Toiyabe as collateral for the tax payment extension.

If it does not, however, I drafted an in-house amendment (addendum) which may or may not suffice.

Our goal is to be sure we have additional security for the \$115k note (also attached) and the guys have agreed that it should come from proceeds of the Quail Rock sale. We would like this additional security to also be recorded like the original with the county.

Lastly, the guys have made hand-written date extensions on the notes (for interest payments, etc) - would these need to be recorded at the same time if we end up needing to record additional security in the Quail Rock house?

I hope this makes sense.

Thank you,

Jess

McQuaid, Brian

From: McQuaid, Brian
Sent: Thursday, November 12, 2015 9:37 AM
To: Todd Jaksick; ssj3232@aol.com
Cc: LeGoy, Bob; 'Kevin Riley'
Subject: RE: jackrabbit properties transfer
Attachments: Assignment of LLC - Jackrabbit.pdf

Todd & Stan, attached is the Assignment that I have prepared in order to transfer the Trust's ownership interest in Samuel S Jaksick Jr I LLC, which owns approx. 35% of Jackrabbit Properties LLC. The interest is being assigned 50% to The Todd B. Jaksick Trust under The Samuel S. Jaksick, Jr. Family Trust (Restated) and 50% to The Stanley S. Jaksick Trust under The Samuel S. Jaksick, Jr. Family Trust (Restated). As we discussed, you are making this assignment to your two sub-trusts in order to facilitate the granting of the permanent conservation easement on the Jackrabbit property. This will result in Jackrabbit obtaining a good sized cash payment which will then be used 100% to pay down debt on the property. Wendy is not being included in this distribution for the reason that you believe she will demand some type of cash payment in exchange for her subsequent cooperation with regard to the easement, and such a demand would be inappropriate. In addition, as a result of all of the debt on the Jackrabbit property, the membership interest being assigned is effectively a zero value asset and is being transferred merely to help obtain much needed cash to pay down the debt. Once the dust settles, it is our understanding that you will eventually have 1/3 of the Samuel S Jaksick Jr I LLC transferred into Wendy's sub-trust.

Also, we do not have a copy of the Jackrabbit operating agreement, so we do not know whether or not there are any transfer restrictions that would apply to the proposed assignment. However, it is our understanding that you have discussed this with Jackrabbit's attorney, Bill Peterson, and that he is ok with the transfer.

If any of this is incorrect or if you have any questions, please let us know.

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: Tuesday, November 10, 2015 5:17 PM
To: McQuaid, Brian; LeGoy, Bob
Cc: Todd Jaksick; ssj3232@aol.com
Subject: RE: jackrabbit properties transfer

Yes that is correct.

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
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From: McQuaid, Brian [mailto:bmcquaid@mcllawfirm.com]
Sent: Tuesday, November 10, 2015 4:07 PM
To: Kevin Riley <kevin@rmb-cpa.com>; LeGoy, Bob <blegoy@mcllawfirm.com>
Cc: Todd Jaksick <tjaksick@gmail.com>; ssj3232@aol.com
Subject: RE: jackrabbit properties transfer

Kevin, I'm getting going on the assignments and just want to confirm that the sole member of Samuel S Jaksick Jr I LLC is The Samuel S. Jaksick, Jr. Family Trust, correct?

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: Tuesday, November 03, 2015 10:26 AM
To: LeGoy, Bob; McQuaid, Brian

Cc: Todd Jaksick; ssj3232@aol.com
Subject: jackrabbit properties transfer

Bob/brian

Jackrabbit Properties, LLC 48651.013 Managed by: Managers	72-1549198	35.242% Samuel S Jr 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
---	------------	---

The transfer would be
50% of Samuel S Jaksick Jr I LLC to The Todd B Jaksick Trust under the SJ Family Trust
50% of Samuel S Jaksick Jr I LLC to The Stanley S Jaksick Trust under the SJ Family Trust

Kevin Riley, CPA
Rossmann MacDonald & Benetti, CPA's
3838 Watt Avenue, Suite E-500
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McQuaid, Brian

From: Jessica Clayton <jtclaytone@aol.com>
Sent: Friday, November 06, 2015 10:55 AM
To: McQuaid, Brian
Cc: kevin@rmb-cpa.com
Subject: Security for SSJ's Issue Trust Notes
Attachments: 150K Note ACPA Sec Agreement and Deed_SSJ Issue Trust_092514.pdf; Sam Trust_SSJ Issue_Security Agreement Addendum.docx; 115K Note and Security Agreement_SSJ Issue Trust to Sam Fam Trust_082814.pdf

Hello Brian and happy Friday to you!

We were wondering based on the "Amendment to Security Agreement" - starting on page 6 of the PDF attached if, in the event, the Quail Rock house sells that the Amendment would allow for both the \$115k and \$150k note to be paid off by the sale since the IRS is now requiring the stock in Toiyabe as collateral for the tax payment extension.

If it does not, however, I drafted an in-house amendment (addendum) which may or may not suffice.

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Lastly, the guys have made hand-written date extensions on the notes (for interest payments, etc) - would these need to be recorded at the same time if we end up needing to record additional security in the Quail Rock house?

I hope this makes sense.

Thank you,

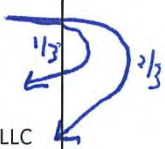
Jess

McQuaid, Brian

From: Kevin Riley <kevin@rmb-cpa.com>
Sent: Tuesday, November 03, 2015 10:26 AM
To: LeGoy, Bob; McQuaid, Brian
Cc: Todd Jaksick; ssj3232@aol.com
Subject: jackrabbit properties transfer

Bob/brian

Jackrabbit Properties, LLC 48651.013 Managed by: Managers	72-1549198	35.242% Samuel S Jr 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
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The transfer would be
50% of Samuel S Jaksick Jr I LLC to The Todd B Jaksick Trust under the SJ Family Trust
50% of Samuel S Jaksick Jr I LLC to The Stanley S Jaksick Trust under the SJ Family Trust

Kevin Riley, CPA
Rossmann MacDonald & Benetti, CPA's
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Email: Kevin@rmb-cpa.com
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McQuaid, Brian

From: Todd Jaksick <tjaksick@gmail.com>
Sent: Thursday, July 23, 2015 3:15 PM
To: McQuaid, Brian; Todd Jaksick
Cc: kevin@rmb-cpa.com; ssj3232@aol.com; Jessica Clayton; LeGoy, Bob
Subject: Re: Janene Agreement

Thanks Brian - in that case we should set up a call to finalize a game plan - would later today like 4:30 work for all to call into the conference line ?

Thanks

Todd
(775)771-2122

On Jul 23, 2015, at 2:44 PM, McQuaid, Brian <bmcquaid@mclrenolaw.com> wrote:

Todd, per your request, attached is a Compromise and Release of Claim agreement that we have prepared with regard to your proposed \$50K payment to Janene's estate in full satisfaction of her claim. If it meets with your approval, please go ahead and present it to Janene's sister for her review and consideration as well. However, since Janene died and we are now dealing with her court appointed personal representative, there is a potential issue that we need to bring to your attention with regard to this agreement you reached with Barbara. The probate statutes require a personal representative such as Barbara to either get prior court approval or comply with the notice of proposed action requirements prior to compromising a claim on behalf of the decedent/estate. As of right now, Barbara has done neither. So assuming that she signs the agreement and you pay her the \$50K without her having provided the notice of proposed action or obtaining the requisite court approval, there is a very real chance that the probate court could retroactively void this agreement should an objection be raised down the road. And if this were to occur, I would think that there would be very little chance of getting the \$50K back and the Trust would still be on the hook for the remaining amount of the original creditor claim owed. So there is a definite risk to paying her the \$50K prior to her obtaining the necessary approvals in Janene's probate proceeding, but it is up to you on how you wish to proceed.

This email should be protected from discovery by a creditor or beneficiary of Janene's Estate by the attorney-client privilege. In order to preserve that protection, please do not discuss this email with, or display it to, anyone other than a Co-Trustee of your Dad's Trust, Co-Executor of your Dad's Estate, or lawyer or other person working for your Dad's Estate or Trust.

Thanks,

Brian

Brian C. McQuaid, Esq.
Maupin Cox LeGoy
4785 Caughlin Parkway
Reno, Nevada 89519
Phone: 775-827-2000
Fax: 775-827-2185
email: bmcquaid@mclrenolaw.com



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From: Jessica Clayton [<mailto:jtcclaytone@aol.com>]
Sent: Thursday, July 23, 2015 12:00 PM
To: LeGoy, Bob; McQuaid, Brian
Cc: kevin@rmb-cpa.com; ssj3232@aol.com; tjaksick@gmail.com
Subject: Re: Janene Agreement

Hi Bob and Brian,

I thought I would check back with you regarding my email from Monday as I don't think I saw a response. If one was sent, I apologize. I'll be in the office today and tomorrow and we were hoping to get Barbara the agreement and the check before I'm out for a week. Is this still possible?

Thanks so much,

Jess

-----Original Message-----

From: Jessica Clayton <jtcclaytone@aol.com>
To: Irlegoy <irlegoy@mclrenolaw.com>; bmcquaid <bmcquaid@mclrenolaw.com>
Cc: kevin <kevin@rmb-cpa.com>; ssj3232 <ssj3232@aol.com>; tjaksick <tjaksick@gmail.com>
Sent: Mon, Jul 20, 2015 9:58 am
Subject: Janene Agreement

Good morning guys and welcome back Brian -

I thought I would check in with you since I was out a couple days last week and will be gone all next week. As you may recall, the guys had told Barbara Scott (Janene's sister) that we would send her an agreement, which we hope to get to her by the end of this week. All of our schedule's are pretty scattered so I wanted to coordinate with you guys so I can schedule in the necessary signatures and get the agreement out in the mail. We still have the \$50,000 we had set aside for this agreement, but I wasn't sure who I would make the check payable to? Could you please let me know so I can have the check signed and ready?

Thanks a million and have a great week!

Jess

<Agreement - Janene Estate Payment.pdf>

McQuaid, Brian

From: McQuaid, Brian
Sent: Thursday, March 12, 2015 3:56 PM
To: 'Jessica Clayton'; LeGoy, Bob; kevin@rmb-cpa.com; tjaksick@gmail.com; ssj3232@aol.com
Subject: RE: FIB LOC Renewal Docs

With one exception, these documents look ok to me. However, in paragraph (C) of the Trust Certificate (page 3 of the pdf) it says the name of the Trust Settlor is Stanley S. Jaksick, Jr. This should be changed to Samuel S. Jaksick, Jr. Other than that, it looks fine.

Quick question, with the Bronco Billy's stock having been transferred out of the Trust to Todd & Stan's GST Trusts, has any consideration been given to having Todd & Stan's GST Trusts assume this loan? This would seem like a good candidate for such an assumption and would help offset the amounts otherwise owed to Wendy at this point.

Just a thought.

Brian

Brian C. McQuaid, Esq.
Maupin, Cox & LeGoy
4785 Caughlin Parkway
Reno, Nevada 89519
Phone: 775-827-2000
Fax: 775-827-2185
email: bmcquaid@mclrenolaw.com

CONFIDENTIALITY -- This message is intended to be confidential and directed only to the person/entity as addressed above. Furthermore, the contents of this message and any attachments hereto may be subject to the attorney-client privilege and/or work product doctrine and should not be disclosed to other parties or distributed or copied in any way. Any unauthorized use, distribution or copying of this communication is strictly prohibited. If you have received this message by error, please reply by e-mail to inform us and delete any copies from your hard drive. Thank you.

From: Jessica Clayton [<mailto:jtclaytone@aol.com>]
Sent: Thursday, March 12, 2015 9:12 AM
To: McQuaid, Brian; LeGoy, Bob; kevin@rmb-cpa.com
Cc: tjaksick@gmail.com; ssj3232@aol.com
Subject: FIB LOC Renewal Docs

Good morning gentlemen,

I wanted to scan over the FIB Line of Credit renewal docs that they have requested Stan and Todd sign. Brian, we thought perhaps you could please review them and make sure everything looks ok before they sign?

Thank you,

Jess



A division of Western Alliance Bank. Member FDIC.

BILL TO:
The Samuel S Jaksick Jr. Family Trust
500 Damonte Ranch PKWY Ste 980
Reno, NV 89521

Date	Description	Amount
3-9-15	Loan fee 17006321	\$500.00
	Total Amount Due	\$500.00

Please Remit To:

First Independent Bank
5335 Kietzke Lane
Reno, NV 89511

Please remit a check or if you would like to have the fee and/or interest payment paid via an account with FIB please provide your account number and signature below.

ACCOUNT NUMBER

Your Signature

MCL002175

WJ 000715

Small Business Jobs Act Certification

The following information is requested pursuant to Section 4107(d)(2) of the Small Business Jobs Act of 2010. The law requires an institution to obtain a certification from any business receiving a loan using funds received by the institution under the Small Business Lending Fund.

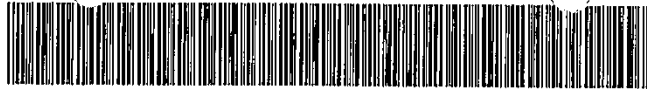
Legal Name of Loan Recipient: The Samuel S Jaksick Jr. Family Trust ("Borrower")
Legal Name of Lending Institution: Western Alliance Bank ("Lender")

As required by Section 4107(d)(2) of the Small Business Jobs Act of 2010, Borrower hereby certifies to Lender that the principals¹ of Borrower and its affiliates have not been convicted of, or pleaded *nolo contendere* to, a sex offense against a minor (as such terms are defined in section 111 of the Sex Offender Registration and Notification Act (42 U.S.C. 16911)).

Legal Name of Loan Recipient:
The Samuel S Jaksick Jr. Family Trust

By: _____
Authorized Signature
Name: Stanley S. Jaksick
Title: Trustee
Date: _____

¹ The term "principals" is defined as follows: if a sole proprietorship, the proprietor; if a partnership, each managing partner and each partner who is a natural person and holds a 20% or more ownership interest in the partnership; and if a corporation, limited liability company, association or a development company, each director, each of the five most highly compensated executives or officers of the entity, and each natural person who is a direct or indirect holder of 20% or more of the ownership stock or stock equivalent of the entity.



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TRUST CERTIFICATE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$445,277.42	01-31-2015	02-15-2016	17006321	0001/5675	9804087	11035	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

Trust: THE SAMUEL S. JAKSICK, JR. FAMILY TRUST
dated December 4, 2003, and restated June 29,
2006, as amended
500 DAMONTE RANCH PKWY, SUITE 980
RENO, NV 89521

Lender: Western Alliance Bank, an Arizona corporation
Reno Main
5335 Kletzke Lane
Reno, NV 89511
(775) 828-2000

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT:

CERTIFICATION OF TRUST. This Trust Certificate is given by each of the Trustees voluntarily, pursuant to Nev. Rev. Stat. Ann. Sections 164.400 through 164.440 and under penalty of perjury, intending that the facts set forth in this Certificate be relied upon by Lender as true and correct.

- (A) Trust is in existence as of this date and is evidenced by a Trust Instrument executed on December 4, 2003.
- (B) The names of the Trustees are: STANLEY S. JAKSICK and TODD BRUCE JAKSICK.
- (C) The name of the Trust Settlor is: STANLEY S. JAKSICK, JR. SAMUEL
- (D) The powers of Trustees include the power to do, or perform, all of the acts and things on behalf of Trust set forth in this Certificate.
- (E) Trust is irrevocable.
- (F) The trust instrument requires the signature of any 2 Trustees to exercise any powers of the Trustee.
- (G) Trust's tax or employer identification number is 46-6763069.
- (H) The Trust is established under the laws of the State of Nevada.
- (I) Title to Trust assets is to be taken in the name of THE SAMUEL S. JAKSICK, JR. FAMILY TRUST dated December 4, 2003, and restated June 29, 2006, as amended
- (J) Trustees hereby certify that Trust has not been revoked, modified, or amended in any manner which would cause the representations contained in this Certificate to be incorrect and this Certificate is being signed by all of the currently acting Trustees of Trust. Trustees acknowledge and agree that Lender may require Trustees to provide copies of excerpts from the trust instrument and amendments which designate the Trustees and confer upon the Trustees the power to act in these transactions, and that Lender may require such further identification or legal opinion supporting the Trustees authority and power as Lender shall deem necessary and prudent.

BORROWING CERTIFICATE. Trustees, for and on behalf of Trust, are authorized and empowered on behalf of Trust:

Borrow Money. To borrow, as a cosigner or otherwise, from time to time from Lender, on such terms as may be agreed upon between Trust and Lender, such sum or sums of money as in their judgment should be borrowed, without limitation.

Execute Notes. To execute and deliver to Lender the promissory note or notes, or other evidence of Trust's credit accommodations, on Lender's forms, at such rates of interest and on such terms as may be agreed upon, evidencing the sums of money so borrowed or any of Trust's indebtedness to Lender, and also to execute and deliver to Lender one or more renewals, extensions, modifications, refinancings, consolidations, or substitutions for one or more of the notes, any portion of the notes, or any other evidence of credit accommodations.

Grant Security. To mortgage, pledge, transfer, endorse, hypothecate, or otherwise encumber and deliver to Lender any property now or hereafter belonging to Trust or in which Trust now or hereafter may have an interest, including without limitation all of Trust's real property and all of Trust's personal property (tangible or intangible), as security for the payment of any loans or credit accommodations so obtained, any promissory notes so executed (including any amendments to or modifications, renewals, and extensions of such promissory notes), or any other or further indebtedness of Trust to Lender at any time owing, however the same may be evidenced. Such property may be mortgaged, pledged, transferred, endorsed, hypothecated or encumbered at the time such loans are obtained or such indebtedness is incurred, or at any other time or times, and may be either in addition to or in lieu of any property theretofore mortgaged, pledged, transferred, endorsed, hypothecated or encumbered.

Execute Security Documents. To execute and deliver to Lender the forms of mortgage, deed of trust, pledge agreement, hypothecation agreement, and other security agreements and financing statements which Lender may require and which shall evidence the terms and conditions under and pursuant to which such liens and encumbrances, or any of them, are given; and also to execute and deliver to Lender any other written instruments, any chattel paper, or any other collateral, of any kind or nature, which Lender may deem necessary or proper in connection with or pertaining to the giving of the liens and encumbrances. Notwithstanding the foregoing, any one of the above authorized persons may execute, deliver, or record financing statements.

Negotiate Items. To draw, endorse, and discount with Lender all drafts, trade acceptances, promissory notes, or other evidences of indebtedness payable to or belonging to Trust or in which Trust may have an interest, and either to receive cash for the same or to cause such proceeds to be credited to Trust's account with Lender, or to cause such other disposition of the proceeds derived therefrom as they may deem advisable.

Further Acts. In the case of lines of credit, to designate additional or alternate individuals as being authorized to request advances under such lines, and in all cases, to do and perform such other acts and things, to pay any and all fees and costs, and to execute and deliver such other documents and agreements, including agreements waiving the right to a trial by jury, as the Trustees may in their discretion deem reasonably necessary or proper in order to carry into effect the provisions of this Certificate.

TERMINATION OR TRANSFER. Trustees agree that the Trustees will provide to Lender written notice prior to any termination or revocation of Trust or prior to the transfer from Trust of any Trust asset upon which Lender may be relying for repayment of Trust's indebtedness to Lender.

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TRUST CERTIFICATE
(Continued)

NOTICES TO LENDER. The Trustees will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (A) change in Trust's name; (B) change in Trust's assumed business name(s); (C) change in the Trustees of the Trust; (D) change in the authorized signer(s); (E) change in Trust's state of organization; (F) conversion of Trust to a new or different type of business entity; or (G) change in any other aspect of Trust that directly or indirectly relates to any agreements between Trust and Lender. No change in Trust's name or state of organization will take effect until after Lender has received notice.

FURTHER TRUST CERTIFICATIONS. The persons named above are duly appointed and acting Trustees of Trust and are duly authorized to act on behalf of Trust in the manner described above; we are familiar with the purpose of the Indebtedness; the Indebtedness proceeds are to be used for a legitimate trust purpose and for the benefit of the Trust and its beneficiaries.

CONTINUING VALIDITY. This Certificate shall be continuing, shall remain in full force and effect and Lender may rely on it until written notice of its revocation shall have been delivered to and received by Lender at Lender's address shown above (or such addresses as Lender may designate from time to time). Any such notice shall not affect any of Trust's agreements or commitments in effect at the time notice is given.

IN TESTIMONY WHEREOF, we have hereunto set our hand.

We each have read all the provisions of this Certificate, and we each personally and on behalf of Trust certify that all statements and representations made in this Certificate are true and correct. This Trust Certificate is dated January 31, 2015.

CERTIFIED TO AND ATTESTED BY:

X

STANLEY S. JAKSICK, Trustee of THE SAMUEL S.
JAKSICK, JR. FAMILY TRUST dated December 4,
2003, and restated June 29, 2006, as amended

X

TODD BRUCE JAKSICK, Trustee of THE SAMUEL S.
JAKSICK, JR. FAMILY TRUST dated December 4,
2003, and restated June 29, 2006, as amended

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

This instrument was acknowledged before me on _____ by STANLEY S. JAKSICK, Trustee of THE SAMUEL S. JAKSICK, JR. FAMILY TRUST dated December 4, 2003, and restated June 29, 2006, as amended and TODD BRUCE JAKSICK, Trustee of THE SAMUEL S. JAKSICK, JR. FAMILY TRUST dated December 4, 2003, and restated June 29, 2006, as amended, as designated trustees of THE SAMUEL S. JAKSICK, JR. FAMILY TRUST dated December 4, 2003, and restated June 29, 2006, as amended.

(Signature of notarial officer)

Notary Public in and for State of _____

(Seal, if any)



00000000017006321007001312015

BUSINESS LOAN AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$445,277.42	01-31-2015	02-15-2016	17006321	0001/5675	9804087	11035	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

Borrower: THE SAMUEL S. JAKSICK, JR. FAMILY TRUST
dated December 4, 2003, and restated June 29,
2006, as amended
500 DAMONTE RANCH PKWY, SUITE 980
RENO, NV 89521

Lender: Western Alliance Bank, an Arizona corporation
Reno Main
5335 Kletzke Lane
Reno, NV 89511
(775) 828-2000

THIS BUSINESS LOAN AGREEMENT dated January 31, 2015, is made and executed between THE SAMUEL S. JAKSICK, JR. FAMILY TRUST dated December 4, 2003, and restated June 29, 2006, as amended ("Borrower") and Western Alliance Bank, an Arizona corporation ("Lender") on the following terms and conditions. Borrower has received prior commercial loans from Lender or has applied to Lender for a commercial loan or loans or other financial accommodations, including those which may be described on any exhibit or schedule attached to this Agreement. Borrower understands and agrees that: (A) In granting, renewing, or extending any Loan, Lender is relying upon Borrower's representations, warranties, and agreements as set forth in this Agreement; (B) the granting, renewing, or extending of any Loan by Lender at all times shall be subject to Lender's sole judgment and discretion; and (C) all such Loans shall be and remain subject to the terms and conditions of this Agreement.

TERM. This Agreement shall be effective as of January 31, 2015, and shall continue in full force and effect until such time as all of Borrower's Loans in favor of Lender have been paid in full, including principal, interest, costs, expenses, attorneys' fees, and other fees and charges, or until such time as the parties may agree in writing to terminate this Agreement.

CONDITIONS PRECEDENT TO EACH ADVANCE. Lender's obligation to make the initial Advance and each subsequent Advance under this Agreement shall be subject to the fulfillment to Lender's satisfaction of all of the conditions set forth in this Agreement and in the Related Documents.

Loan Documents. Borrower shall provide to Lender the following documents for the Loan: (1) the Note; (2) Security Agreements granting to Lender security interests in the Collateral; (3) financing statements and all other documents perfecting Lender's Security Interests; (4) evidence of insurance as required below; (5) together with all such Related Documents as Lender may require for the Loan; all in form and substance satisfactory to Lender and Lender's counsel.

Payment of Fees and Expenses. Borrower shall have paid to Lender all fees, charges, and other expenses which are then due and payable as specified in this Agreement or any Related Document.

Representations and Warranties. The representations and warranties set forth in this Agreement, in the Related Documents, and in any document or certificate delivered to Lender under this Agreement are true and correct.

No Event of Default. There shall not exist at the time of any Advance a condition which would constitute an Event of Default under this Agreement or under any Related Document.

REPRESENTATIONS AND WARRANTIES. Borrower represents and warrants to Lender, as of the date of this Agreement, as of the date of each disbursement of loan proceeds, as of the date of any renewal, extension or modification of any Loan, and at all times any indebtedness exists:

Business Activities. Borrower is a trust which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Nevada. Borrower is duly authorized to transact business in all other states in which Borrower is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which Borrower is doing business. Specifically, Borrower is, and at all times shall be, duly qualified as a foreign trust in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. Borrower maintains an office at 500 DAMONTE RANCH PKWY, SUITE 980, RENO, NV 89521. Unless Borrower has designated otherwise in writing, the principal office is the office at which Borrower keeps its books and records including its records concerning the Collateral. Borrower will notify Lender prior to any change in the location of Borrower's state of organization or any change in Borrower's name. Borrower shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to Borrower and Borrower's business activities.

Assumed Business Names. Borrower has filed or recorded all documents or filings required by law relating to all assumed business names used by Borrower. Excluding the name of Borrower, the following is a complete list of all assumed business names under which Borrower does business: None.

Authorization. Borrower's execution, delivery, and performance of this Agreement and all the Related Documents have been duly authorized by all necessary action by Borrower and do not conflict with, result in a violation of, or constitute a default under (1) any provision of any agreement or other instrument binding upon Borrower or (2) any law, governmental regulation, court decree, or order applicable to Borrower or to Borrower's properties.

Financial Information. Each of Borrower's financial statements supplied to Lender truly and completely disclosed Borrower's financial condition as of the date of the statement, and there has been no material adverse change in Borrower's financial condition subsequent to the date of the most recent financial statement supplied to Lender. Borrower has no material contingent obligations except as disclosed in such financial statements.

Legal Effect. This Agreement constitutes, and any instrument or agreement Borrower is required to give under this Agreement when delivered will constitute legal, valid, and binding obligations of Borrower enforceable against Borrower in accordance with their respective terms.

Properties. Except as contemplated by this Agreement or as previously disclosed in Borrower's financial statements or in writing to Lender and as accepted by Lender, and except for property tax liens for taxes not presently due and payable, Borrower owns and has good title to all of Borrower's properties free and clear of all Security Interests, and has not executed any security documents or financing statements

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WJ 000719

relating to such properties. All of Borrower's properties are titled in Borrower's legal name, and Borrower has not used or filed a financing statement under any other name for at least the last five (5) years.

Hazardous Substances. Except as disclosed to and acknowledged by Lender in writing, Borrower represents and warrants that: (1) During the period of Borrower's ownership of the Collateral, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from any of the Collateral. (2) Borrower has no knowledge of, or reason to believe that there has been (a) any breach or violation of any Environmental Laws; (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Collateral by any prior owners or occupants of any of the Collateral; or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters. (3) Neither Borrower nor any tenant, contractor, agent or other authorized user of any of the Collateral shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from any of the Collateral; and any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations, and ordinances, including without limitation all Environmental Laws. Borrower authorizes Lender and its agents to enter upon the Collateral to make such inspections and tests as Lender may deem appropriate to determine compliance of the Collateral with this section of the Agreement. Any inspections or tests made by Lender shall be at Borrower's expense and for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Borrower or to any other person. The representations and warranties contained herein are based on Borrower's due diligence in investigating the Collateral for hazardous waste and Hazardous Substances. Borrower hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Borrower becomes liable for cleanup or other costs under any such laws, and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Agreement or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous waste or substance on the Collateral. The provisions of this section of the Agreement, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the termination, expiration or satisfaction of this Agreement and shall not be affected by Lender's acquisition of any interest in any of the Collateral, whether by foreclosure or otherwise.

Litigation and Claims. No litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Borrower is pending or threatened, and no other event has occurred which may materially adversely affect Borrower's financial condition or properties, other than litigation, claims, or other events, if any, that have been disclosed to and acknowledged by Lender in writing.

Taxes. To the best of Borrower's knowledge, all of Borrower's tax returns and reports that are or were required to be filed, have been filed, and all taxes, assessments and other governmental charges have been paid in full, except those presently being or to be contested by Borrower in good faith in the ordinary course of business and for which adequate reserves have been provided.

Lien Priority. Unless otherwise previously disclosed to Lender in writing, Borrower has not entered into or granted any Security Agreements, or permitted the filing or attachment of any Security interests on or affecting any of the Collateral directly or indirectly securing repayment of Borrower's Loan and Note, that would be prior or that may in any way be superior to Lender's Security interests and rights in and to such Collateral.

Binding Effect. This Agreement, the Note, all Security Agreements (if any), and all Related Documents are binding upon the signers thereof, as well as upon their successors, representatives and assigns, and are legally enforceable in accordance with their respective terms.

AFFIRMATIVE COVENANTS. Borrower covenants and agrees with Lender that, so long as this Agreement remains in effect, Borrower will:

Notices of Claims and Litigation. Promptly inform Lender in writing of (1) all material adverse changes in Borrower's financial condition, and (2) all existing and all threatened litigation, claims, investigations, administrative proceedings or similar actions affecting Borrower or any Guarantor which could materially affect the financial condition of Borrower or the financial condition of any Guarantor.

Financial Records. Maintain its books and records in accordance with GAAP, applied on a consistent basis, and permit Lender to examine and audit Borrower's books and records at all reasonable times.

Financial Statements. Furnish Lender with such financial statements and other related information at such frequencies and in such detail as Lender may reasonably request.

Additional Information. Furnish such additional information and statements, as Lender may request from time to time.

Insurance. Maintain fire and other risk insurance, public liability insurance, and such other insurance as Lender may require with respect to Borrower's properties and operations, in form, amounts, coverages and with insurance companies acceptable to Lender. Borrower, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Borrower or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest for the Loans, Borrower will provide Lender with such lender's loss payable or other endorsements as Lender may require.

Insurance Reports. Furnish to Lender, upon request of Lender, reports on each existing insurance policy showing such information as Lender may reasonably request, including without limitation the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the properties insured; (5) the then current property values on the basis of which insurance has been obtained, and the manner of determining those values; and (6) the expiration date of the policy. In addition, upon request of Lender (however not more often than annually), Borrower will have an independent appraiser satisfactory to Lender determine, as applicable, the actual cash value or replacement cost of any Collateral. The cost of such appraisal shall be paid by Borrower.

Other Agreements. Comply with all terms and conditions of all other agreements, whether now or hereafter existing, between Borrower and any other party and notify Lender immediately in writing of any default in connection with any other such agreements.

Loan Proceeds. Use all Loan proceeds solely for Borrower's business operations, unless specifically consented to the contrary by Lender in writing.

Taxes, Charges and Liens. Pay and discharge when due all of its indebtedness and obligations, including without limitation all assessments, taxes, governmental charges, levies and liens, of every kind and nature, imposed upon Borrower or its properties, income, or profits, prior to the date on which penalties would attach, and all lawful claims that, if unpaid, might become a lien or charge upon any of Borrower's properties, income, or profits. Provided however, Borrower will not be required to pay and discharge any such assessment, tax, charge, levy, lien or claim so long as (1) the legality of the same shall be contested in good faith by appropriate proceedings, and (2) Borrower shall have established on Borrower's books adequate reserves with respect to such contested assessment, tax, charge, levy, lien, or claim in accordance with GAAP.

**BUSINESS LOAN AGREEMENT
(Continued)**

Performance. Perform and comply, in a timely manner, with all terms, conditions, and provisions set forth in this Agreement, in the Related Documents, and in all other instruments and agreements between Borrower and Lender. Borrower shall notify Lender immediately in writing of any default in connection with any agreement.

Operations. Maintain executive and management personnel with substantially the same qualifications and experience as the present executive and management personnel; provide written notice to Lender of any change in executive and management personnel; conduct its business affairs in a reasonable and prudent manner.

Environmental Studies. Promptly conduct and complete, at Borrower's expense, all such investigations, studies, samplings and testings as may be requested by Lender or any governmental authority relative to any substance, or any waste or by-product of any substance defined as toxic or a hazardous substance under applicable federal, state, or local law, rule, regulation, order or directive, at or affecting any property or any facility owned, leased or used by Borrower.

Compliance with Governmental Requirements. Comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the conduct of Borrower's properties, businesses and operations, and to the use or occupancy of the Collateral, including without limitation, the Americans With Disabilities Act. Borrower may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Borrower has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Collateral are not jeopardized. Lender may require Borrower to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Inspection. Permit employees or agents of Lender at any reasonable time to inspect any and all Collateral for the Loan or Loans and Borrower's other properties and to examine or audit Borrower's books, accounts, and records and to make copies and memoranda of Borrower's books, accounts, and records. If Borrower now or at any time hereafter maintains any records (including without limitation computer generated records and computer software programs for the generation of such records) in the possession of a third party, Borrower, upon request of Lender, shall notify such party to permit Lender free access to such records at all reasonable times and to provide Lender with copies of any records it may request, all at Borrower's expense.

Environmental Compliance and Reports. Borrower shall comply in all respects with any and all Environmental Laws; not cause or permit to exist, as a result, of an intentional or unintentional action or omission on Borrower's part or on the part of any third party, on property owned and/or occupied by Borrower, any environmental activity where damage may result to the environment, unless such environmental activity is pursuant to and in compliance with the conditions of a permit issued by the appropriate federal, state or local governmental authorities; shall furnish to Lender promptly and in any event within thirty (30) days after receipt thereof a copy of any notice, summons, lien, citation, directive, letter or other communication from any governmental agency or instrumentality concerning any intentional or unintentional action or omission on Borrower's part in connection with any environmental activity whether or not there is damage to the environment and/or other natural resources.

Additional Assurances. Make, execute and deliver to Lender such promissory notes, mortgages, deeds of trust, security agreements, assignments, financing statements, instruments, documents and other agreements as Lender or its attorneys may reasonably request to evidence and secure the Loans and to perfect all Security Interests.

Compliance Certificates. Upon request by Lender, in Lender's sole and absolute discretion, Borrower shall provide Lender with a certificate executed by Borrower's chief financial officer, or other officer or person acceptable to Lender, certifying that the representations and warranties set forth in this Agreement are true and correct as of the date of the certificate and further certifying that, as of the date of the certificate, no Event of Default exists under this Agreement.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Borrower fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Borrower's failure to discharge or pay when due any amounts Borrower is required to discharge or pay under this Agreement or any Related Documents, Lender on Borrower's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on any Collateral and paying all costs for insuring, maintaining and preserving any Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Borrower. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity.

NEGATIVE COVENANTS. Borrower covenants and agrees with Lender that while this Agreement is in effect, Borrower shall not, without the prior written consent of Lender:

Indebtedness and Liens. (1) Except for trade debt incurred in the normal course of business and indebtedness to Lender contemplated by this Agreement, create, incur or assume indebtedness for borrowed money, including capital leases, (2) sell, transfer, mortgage, assign, pledge, lease, grant a security interest in, or encumber any of Borrower's assets (except as allowed as Permitted Liens), or (3) sell with recourse any of Borrower's accounts, except to Lender.

Continuity of Operations. (1) Engage in any business activities substantially different than those in which Borrower is presently engaged, or (2) cease operations, liquidate, merge, transfer, acquire or consolidate with any other entity, change ownership, dissolve or transfer or sell Collateral out of the ordinary course of business.

Loans, Acquisitions and Guaranties. (1) Loan, invest in or advance money or assets to any other person, enterprise or entity, (2) purchase, create or acquire any interest in any other enterprise or entity, or (3) incur any obligation as surety or guarantor other than in the ordinary course of business.

Agreements. Enter into any agreement containing any provisions which would be violated or breached by the performance of Borrower's obligations under this Agreement or in connection herewith.

CESSATION OF ADVANCES. If Lender has made any commitment to make any Loan to Borrower, whether under this Agreement or under any other agreement, Lender shall have no obligation to make Loan Advances or to disburse Loan proceeds if: (A) Borrower or any Guarantor is in default under the terms of this Agreement or any of the Related Documents or any other agreement that Borrower or any Guarantor has with Lender; (B) Borrower or any Guarantor dies, becomes incompetent or becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged a bankrupt; (C) there occurs a material adverse change in Borrower's financial condition, in the financial condition of any Guarantor, or in the value of any Collateral securing any Loan; or (D) any Guarantor seeks, claims or otherwise attempts to limit, modify or revoke such Guarantor's guaranty of the Loan or any other loan with Lender.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, any trust accounts for which setoff would be prohibited by law,

or monies in any accounts that were received pursuant to the federal Social Security Act, including, without limitation, retirement and survivors' benefits, supplemental security income benefits and disability insurance benefits. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Borrower fails to make any payment when due under the Loan.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or any Grantor's property or Borrower's or any Grantor's ability to repay the Loans or perform their respective obligations under this Agreement or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Insolvency. The dissolution or termination of the Trust, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the Loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Loan is impaired.

Right to Cure. If any default, other than a default on Indebtedness, is curable and if Borrower or Grantor, as the case may be, has not been given a notice of a similar default within the preceding twelve (12) months, it may be cured if Borrower or Grantor, as the case may be, after Lender sends written notice to Borrower or Grantor, as the case may be, demanding cure of such default: (1) cure the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiate steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continue and complete all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

EFFECT OF AN EVENT OF DEFAULT. If any Event of Default shall occur, except where otherwise provided in this Agreement or the Related Documents, all commitments and obligations of Lender under this Agreement or the Related Documents or any other agreement immediately will terminate (including any obligation to make further Loan Advances or disbursements), and, at Lender's option, all Indebtedness immediately will become due and payable, all without notice of any kind to Borrower, except that in the case of an Event of Default of the type described in the "Insolvency" subsection above, such acceleration shall be automatic and not optional. In addition, Lender shall have all the rights and remedies provided in the Related Documents or available at law, in equity, or otherwise. Except as may be prohibited by applicable law, all of Lender's rights and remedies shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Borrower or of any Grantor shall not affect Lender's right to declare a default and to exercise its rights and remedies.

AMENDED AND RESTATED BUSINESS LOAN AGREEMENT. THIS AGREEMENT AMENDS, RESTATES AND REPLACES, IN ITS ENTIRETY, THAT CERTAIN BUSINESS LOAN AGREEMENT, DATED AS OF NOVEMBER 30, 2013 BY AND BETWEEN BORROWER AND LENDER. EXCEPT AS OTHERWISE SPECIFICALLY MODIFIED HEREIN, THE RELATED DOCUMENTS REMAIN UNAFFECTED BY THIS AGREEMENT AND EACH RELATED DOCUMENT REMAINS IN FULL FORCE AND EFFECT IN ACCORDANCE WITH ITS TERMS.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Borrower agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Borrower shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Borrower also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Consent to Loan Participation. Borrower agrees and consents to Lender's sale or transfer, whether now or later, of one or more participation interests in the Loan to one or more purchasers, whether related or unrelated to Lender. Lender may provide, without any limitation whatsoever, to any one or more purchasers, or potential purchasers, any information or knowledge Lender may have about Borrower or about any other matter relating to the Loan, and Borrower hereby waives any rights to privacy Borrower may have with respect to such matters. Borrower additionally waives any and all notices of sale of participation interests, as well as all notices of any repurchase

**BUSINESS LOAN AGREEMENT
(Continued)**

of such participation interests. Borrower also agrees that the purchasers of any such participation interests will be considered as the absolute owners of such interests in the Loan and will have all the rights granted under the participation agreement or agreements governing the sale of such participation interests. Borrower further waives all rights of offset or counterclaim that it may have now or later against Lender or against any purchaser of such a participation interest and unconditionally agrees that either Lender or such purchaser may enforce Borrower's obligation under the Loan irrespective of the failure or insolvency of any holder of any interest in the Loan. Borrower further agrees that the purchaser of any such participation interests may enforce its interests irrespective of any personal claims or defenses that Borrower may have against Lender.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Nevada without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Nevada.

Choice of Venue. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Washoe County, State of Nevada. (Initial Here _____)

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Borrower, or between Lender and any Grantor, shall constitute a waiver of any of Lender's rights or of any of Borrower's or any Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Borrower agrees to keep Lender informed at all times of Borrower's current address. Unless otherwise provided or required by law, if there is more than one Borrower, any notice given by Lender to any Borrower is deemed to be notice given to all Borrowers.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Successors and Assigns. All covenants and agreements by or on behalf of Borrower contained in this Agreement or any Related Documents shall bind Borrower's successors and assigns and shall inure to the benefit of Lender and its successors and assigns. Borrower shall not, however, have the right to assign Borrower's rights under this Agreement or any interest therein, without the prior written consent of Lender.

Survival of Representations and Warranties. Borrower understands and agrees that in making the Loan, Lender is relying on all representations, warranties, and covenants made by Borrower in this Agreement or in any certificate or other instrument delivered by Borrower to Lender under this Agreement or the Related Documents. Borrower further agrees that regardless of any investigation made by Lender, all such representations, warranties and covenants will survive the making of the Loan and delivery to Lender of the Related Documents, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's indebtedness shall be paid in full, or until this Agreement shall be terminated in the manner provided above, whichever is the last to occur.

Time Is of the Essence. Time is of the essence in the performance of this Agreement.

Waive Jury. All parties to this Agreement hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code. Accounting words and terms not otherwise defined in this Agreement shall have the meanings assigned to them in accordance with generally accepted accounting principles as in effect on the date of this Agreement:

Advance. The word "Advance" means a disbursement of Loan funds made, or to be made, to Borrower or on Borrower's behalf on a line of credit or multiple advance basis under the terms and conditions of this Agreement.

Agreement. The word "Agreement" means this Business Loan Agreement, as this Business Loan Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Business Loan Agreement from time to time.

Borrower. The word "Borrower" means THE SAMUEL S. JAKSICK, JR. FAMILY TRUST dated December 4, 2003, and restated June 29, 2006, as amended and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Collateral. The word "Collateral" means all property and assets granted as collateral security for a Loan, whether real or personal property, whether granted directly or indirectly, whether granted now or in the future, and whether granted in the form of a security interest, mortgage, collateral mortgage, deed of trust, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien, charge, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

GAAP. The word "GAAP" means generally accepted accounting principles.

Grantor. The word "Grantor" means each and all of the persons or entities granting a Security Interest in any Collateral for the Loan, including without limitation all Borrowers granting such a Security Interest.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Loan.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Borrower is responsible under this Agreement or under any of the Related Documents.

Lender. The word "Lender" means Western Alliance Bank, an Arizona corporation, its successors and assigns.

Loan. The word "Loan" means any and all loans and financial accommodations from Lender to Borrower whether now or hereafter existing, and however evidenced, including without limitation those loans and financial accommodations described herein or described on any exhibit or schedule attached to this Agreement from time to time.

Note. The word "Note" means the Note executed by Samuel S. Jaksick, Jr. in the original principal amount of \$750,000.00 dated December 20, 2001, and assumed by The Samuel S. Jaksick, Jr. Family Trust, dated December 4, 2003 and restated June 29, 2006, as amended, by Change in Terms Agreement dated November 30, 2013, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

Permitted Liens. The words "Permitted Liens" mean (1) liens and security interests securing indebtedness owed by Borrower to Lender; (2) liens for taxes, assessments, or similar charges either not yet due or being contested in good faith; (3) liens of materialmen, mechanics, warehousemen, or carriers, or other like liens arising in the ordinary course of business and securing obligations which are not yet delinquent; (4) purchase money liens or purchase money security interests upon or in any property acquired or held by Borrower in the ordinary course of business to secure indebtedness outstanding on the date of this Agreement or permitted to be incurred under the paragraph of this Agreement titled "Indebtedness and Liens"; (5) liens and security interests which, as of the date of this Agreement, have been disclosed to and approved by the Lender in writing; and (6) those liens and security interests which in the aggregate constitute an immaterial and insignificant monetary amount with respect to the net value of Borrower's assets.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Loan.

Security Agreement. The words "Security Agreement" mean and include without limitation any agreements, promises, covenants, arrangements, understandings or other agreements, whether created by law, contract, or otherwise, evidencing, governing, representing, or creating a Security Interest.

Security Interest. The words "Security Interest" mean, without limitation, any and all types of collateral security, present and future, whether in the form of a lien, charge, encumbrance, mortgage, deed of trust, security deed, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever whether created by law, contract, or otherwise.

BORROWER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS BUSINESS LOAN AGREEMENT AND BORROWER AGREES TO ITS TERMS. THIS BUSINESS LOAN AGREEMENT IS DATED JANUARY 31, 2015.

BORROWER:

THE SAMUEL S. JAKSICK, JR. FAMILY TRUST DATED DECEMBER 4, 2003, AND RESTATED JUNE 29, 2006, AS AMENDED

By: STANLEY S. JAKSICK, Trustee of THE SAMUEL S. JAKSICK, JR. FAMILY TRUST dated December 4, 2003, and restated June 29, 2006, as amended

By: TODD BRUCE JAKSICK, Trustee of THE SAMUEL S. JAKSICK, JR. FAMILY TRUST dated December 4, 2003, and restated June 29, 2006, as amended

LENDER:

WESTERN ALLIANCE BANK, AN ARIZONA CORPORATION

By: Authorized Signer

CHANGE IN TERMS AGREEMENT

Principal \$445,277.42	Loan Date 01-31-2015	Maturity 02-15-2016	Loan No 17006321	Call / Coll 0001/5675	Account 9804087	Officer 11035	Initials
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

Borrower: THE SAMUEL S. JAKSICK, JR. FAMILY TRUST
dated December 4, 2003, and restated June 29,
2006, as amended
500 DAMONTE RANCH PKWY, SUITE 980
RENO, NV 89521

Lender: Western Alliance Bank, an Arizona corporation
Reno Main
5335 Kietzke Lane
Reno, NV 89511
(775) 828-2000

Principal Amount: \$445,277.42

Date of Agreement: January 31, 2015

DESCRIPTION OF EXISTING INDEBTEDNESS. A LOAN EVIDENCED BY A PROMISSORY NOTE DATED DECEMBER 20, 2001, IN THE ORIGINAL PRINCIPAL AMOUNT OF \$750,000.00, AS MODIFIED FROM TIME TO TIME ("NOTE").

DESCRIPTION OF COLLATERAL. A REVOLVING CREDIT DEED OF TRUST SECURITY AGREEMENT AND ASSIGNMENT OF RENTS FROM ALSB DATED SEPTEMBER 20, 2010, A MODIFICATION OF DEED OF TRUST FROM ALSB, LTD DATED SEPTEMBER 20, 2011, AND A MODIFICATION OF DEED OF TRUST FROM ALSB, LTD DATED NOVEMBER 30, 2013.

DESCRIPTION OF CHANGE IN TERMS. THE PROMISSORY NOTE IS HEREBY MODIFIED AS FOLLOWS:

THE MATURITY DATE IS HEREBY EXTENDED FROM JANUARY 31, 2015, to FEBRUARY 15, 2016.

EFFECTIVE AS OF THE DATE OF THIS AGREEMENT THE INTEREST RATE IS HEREBY CHANGED TO A FIXED RATE OF 5.500% PER ANNUM.

APPLICABLE FEES AND/OR INTEREST DUE ARE A CONDITION TO THIS CHANGE IN TERMS AGREEMENT AND ARE REFLECTED IN THE DISBURSEMENT REQUEST AND AUTHORIZATION FORM WHICH WILL BE SIGNED AT CLOSING.

THIS AGREEMENT MAY ALSO CONTAIN ADDITIONAL OR REVISED COVENANTS AND CONDITIONS, EXCEPT FOR ADDITIONAL OR CONFLICTING PROVISIONS STATED HEREIN, ALL TERMS AND CONDITIONS OF THE NOTE AND RELATED DOCUMENTS REMAIN UNCHANGED BY THIS AGREEMENT.

PROMISE TO PAY. THE SAMUEL S. JAKSICK, JR. FAMILY TRUST dated December 4, 2003, and restated June 29, 2006, as amended ("Borrower") promises to pay to Western Alliance Bank, an Arizona corporation ("Lender"), or order, in lawful money of the United States of America, the principal amount of Four Hundred Forty-five Thousand Two Hundred Seventy-seven & 42/100 Dollars (\$445,277.42), together with interest on the unpaid principal balance from January 31, 2015, until paid in full.

PAYMENT. Borrower will pay this loan in accordance with the following payment schedule, which calculates interest on the unpaid principal balances as described in the "INTEREST CALCULATION METHOD" paragraph using the interest rates described in this paragraph: 11 monthly consecutive interest payments, beginning February 20, 2015, with interest calculated on the unpaid principal balances using an interest rate of 5.500% per annum based on a year of 360 days; one principal payment of \$10,000.00 on March 4, 2015, during which interest continues to accrue on the unpaid principal balances using an interest rate of 5.500% per annum based on a year of 360 days; and one principal and interest payment of \$439,067.96 on February 15, 2016, with interest calculated on the unpaid principal balances using an interest rate of 5.500% per annum based on a year of 360 days. This estimated final payment is based on the assumption that all payments will be made exactly as scheduled; the actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts on this loan. Notwithstanding the foregoing, the rate of interest accrual described for the principal only payment stream applies only to the extent that no other interest rate for any other payment stream applies. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any late charges; and then to any unpaid collection costs. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

INTEREST CALCULATION METHOD. Interest on this loan is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this loan is computed using this method. This calculation method results in a higher effective interest rate than the numeric interest rates stated in the loan documents.

PREPAYMENT. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Agreement, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Western Alliance Bank, an Arizona corporation, 2701 E. Camelback, Ste. 110 Phoenix, AZ 85016.

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged 5.000% of the unpaid portion of the regularly scheduled payment or \$10.00, whichever is greater.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this loan shall be increased by adding an additional 5.000 percentage point margin ("Default Rate Margin"). The Default Rate Margin shall also apply to each succeeding interest rate change that would have applied had there been no default. After maturity, or after this loan would have matured had there been no default, the Default Rate Margin will continue to apply to the final interest rate described in this Agreement. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Borrower fails to make any payment when due under the indebtedness.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default In Favor of Third Parties. Borrower defaults under any loan, extension of credit, security agreement, purchase or sales agreement,

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**CHANGE IN TERMS AGREEMENT
(Continued)**

or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or ability to perform Borrower's obligations under this Agreement or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Insolvency. The dissolution or termination of the Trust, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the Indebtedness. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness evidenced by this Note.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Cure Provisions. If any default, other than a default in payment is curable and if Borrower has not been given a notice of a breach of the same provision of this Agreement within the preceding twelve (12) months, it may be cured if Borrower, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Agreement and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Agreement if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Nevada without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Nevada.

CHOICE OF VENUE. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Washoe County, State of Nevada. (Initial Here _____)

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, any trust accounts for which setoff would be prohibited by law, or monies in any accounts that were received pursuant to the federal Social Security Act, including, without limitation, retirement and survivors' benefits, supplemental security income benefits and disability insurance benefits. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

COLLATERAL. Borrower acknowledges this Agreement is secured by a Revolving Credit Deed of Trust Security Agreement and Assignment of Rents from ALSB, LTD dated September 20, 2010, a Modification of Deed of Trust from ALSB, LTD dated September 20, 2011, and a Modification of Deed of Trust from ALSB, LTD dated November 30, 2013.

CONTINUING VALIDITY. Except as expressly changed by this Agreement, the terms of the original obligation or obligations, including all agreements evidenced or securing the obligation(s), remain unchanged and in full force and effect. Consent by Lender to this Agreement does not waive Lender's right to strict performance of the obligation(s) as changed, nor obligate Lender to make any future change in terms. Nothing in this Agreement will constitute a satisfaction of the obligation(s). It is the intention of Lender to retain as liable parties all makers and endorsers of the original obligation(s), including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, will not be released by virtue of this Agreement. If any person who signed the original obligation does not sign this Agreement below, then all persons signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing party consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension, modification or release, but also to all such subsequent actions.

DISHONORED ITEM FEE. I may be charged a fee if I make a payment on my loan and the check or preauthorized charge with which I pay is later dishonored.

AMENDED AND RESTATED BUSINESS LOAN AGREEMENT. BORROWER HEREBY AGREES TO EXECUTE AND DELIVER TO LENDER THAT CERTAIN BUSINESS LOAN AGREEMENT DATED OF EVEN DATE HERewith, WHICH AMENDS, RESTATES AND REPLACES, IN ITS ENTIRETY, THAT CERTAIN BUSINESS LOAN AGREEMENT, DATED AS OF NOVEMBER 30, 2013 BY AND BETWEEN BORROWER AND LENDER.

SUCCESSORS AND ASSIGNS. Subject to any limitations stated in this Agreement on transfer of Borrower's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Borrower, Lender, without notice to Borrower, may deal with Borrower's successors with reference to this Agreement and the Indebtedness by way of forbearance or extension without releasing Borrower from the obligations of this Agreement or liability under the Indebtedness.

MISCELLANEOUS PROVISIONS. If any part of this Agreement cannot be enforced, this fact will not affect the rest of the Agreement. Lender

Loan No: 17006321

may delay or forgo enforcing any of its rights or remedies under this Agreement without losing them. Borrower and any other person who signs, guarantees or endorses this Agreement, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Agreement, and unless otherwise expressly stated in writing, no party who signs this Agreement, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Agreement are joint and several.

BORROWER:

By: STANLEY S. JAKSICK, Trustee of THE SAMUEL S. JAKSICK, JR. FAMILY TRUST dated December 4, 2003, and restated June 29, 2006, as amended

By: TODD BRUCE JAKSICK, Trustee of THE SAMUEL S. JAKSICK, JR. FAMILY TRUST dated December 4, 2003, and restated June 29, 2006, as amended

LENDER:

X _____
Authorized Signer

WJ 000727



00000000017006321034501312015

DISBURSEMENT REQUEST AND AUTHORIZATION

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$445,277.42	01-31-2015	02-15-2016	17006321	0001/5675	9804087	11035	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

Borrower: THE SAMUEL S. JAKSICK, JR. FAMILY TRUST
dated December 4, 2003, and restated June 29,
2006, as amended
500 DAMONTE RANCH PKWY, SUITE 980
RENO, NV 89521

Lender: Western Alliance Bank, an Arizona corporation
Reno Main
5335 Kietzke Lane
Reno, NV 89511
(775) 828-2000

LOAN TYPE. This is a Fixed Rate (5.500% initial rate) Nondisclosable Loan to a Trust for \$445,277.42 due on February 15, 2016. This is an unsecured renewal loan.

PRIMARY PURPOSE OF LOAN. The primary purpose of this loan is for:

- ☐ Personal, Family, or Household Purposes or Personal Investment.
☒ Business (Including Real Estate Investment).

SPECIFIC PURPOSE. The specific purpose of this loan is: ONE YEAR EXTENSION AND DECREASE OF EXISTING TERM CREDIT.

REAL ESTATE DOCUMENTS. If any party to this transaction is granting a security interest in any real property to Lender and THE SAMUEL S. JAKSICK, JR. FAMILY TRUST dated December 4, 2003, and restated June 29, 2006, as amended is not also a party to the real estate document or documents (the "Real Estate Documents") granting such security interest, Borrower agrees to perform and comply with the Real Estate Documents just as if Borrower has signed as a direct and original party to the Real Estate Documents. This means Borrower agrees to all the representations and warranties made in the Real Estate Documents. In addition, Borrower agrees to perform and comply strictly with all the terms, obligations and covenants to be performed by either Borrower or any Grantor or Trustor, or both, as those words are defined in the Real Estate Documents. Lender need not tell Borrower about any action or inaction Lender takes in connection with the Real Estate Documents. Borrower assumes the responsibility for being and keeping informed about the property. Borrower also waives any defenses that may arise because of any action or inaction of Lender, including without limitation any failure of Lender to realize upon the property, or any delay by Lender in realizing upon the property.

FLOOD INSURANCE. As reflected on Flood Map No. 32031C-3327G dated 03-16-2009, for the community of WASHOE CO*, the property that will secure the loan is not located in an area that has been identified by the Administrator of the Federal Emergency Management Agency as an area having special flood hazards. Therefore, although flood insurance may be available for the property, no special flood hazard insurance protecting property not located in an area having special flood hazards is required by law for this loan at this time.

DISBURSEMENT INSTRUCTIONS. Borrower understands that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of \$445,277.42 as follows:

Other Disbursements:	\$445,277.42
\$445,277.42 Principal Balance at Maturity (01-31-15)	

Note Principal:	\$445,277.42
-----------------	--------------

CHARGES PAID IN CASH. Borrower has paid or will pay in cash as agreed the following charges:

Prepaid Finance Charges Paid in Cash:	\$500.00
\$500.00 Loan Fee	

Total Charges Paid in Cash:	\$500.00
-----------------------------	----------

FINANCIAL CONDITION. BY SIGNING THIS AUTHORIZATION, BORROWER REPRESENTS AND WARRANTS TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN BORROWER'S FINANCIAL CONDITION AS DISCLOSED IN BORROWER'S MOST RECENT FINANCIAL STATEMENT TO LENDER. THIS AUTHORIZATION IS DATED JANUARY 31, 2015.

MCL002188

WJ 000728

DISBURSEMENT REQUEST AND AUTHORIZATION
(Continued)

Loan No: 17006321

Page 2

BORROWER:

THE SAMUEL S. JAKSICK, JR. FAMILY TRUST DATED DECEMBER 4, 2003, AND RESTATED JUNE 29, 2006, AS AMENDED

By:

STANLEY S. JAKSICK, Trustee of THE SAMUEL S.
JAKSICK, JR. FAMILY TRUST dated December 4,
2003, and restated June 29, 2006, as amended

By:

TODD BRUCE JAKSICK, Trustee of THE SAMUEL S.
JAKSICK, JR. FAMILY TRUST dated December 4,
2003, and restated June 29, 2006, as amended

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MCL002189

WJ 000729

McQuaid, Brian

From: McQuaid, Brian
Sent: Wednesday, January 21, 2015 11:23 AM
To: Kevin Riley
Cc: LeGoy, Bob; Todd Jaksick (tjaksick@gmail.com); Stan Jaksick (ssj3232@aol.com)
Subject: RE: Revision to Sam's Family Trust Agreement to elect QSST status

Kevin, let's talk about this at our telephone conference next Monday. We have some concerns in electing to be a QSST rather than an ESBT at this time, not from a taxation standpoint but rather from a trustee/fiduciary standpoint.

As you know, the distribution of the stock to Todd and Stan's subtrust have already created a problem in that it results in a distribution having been made to some beneficiaries to the exclusion of others. Specifically, Wendy is entitled to a distribution of equal value, and the specific distributions to the grandkids set forth in the amended trust agreement need to be made.

With respect to that, section 3.3 of the Second Amendment to the trust agreement provides that "With respect to Todd B. Jaksick and Stanley S. Jaksick's share of the Settlor's trust estate, prior to distributing their respective equal share of the trust estate as provided therein, \$200,000 in cash shall be distributed from Todd B. Jaksick's share of the trust estate prior to Todd B. Jaksick receiving his share of Settlor's trust estate and said funds shall be delivered to the trustee of the Settlor's educational trust for Settlor's grandchildren Benjamin Jaksick and Amanda Jaksick Educational Trust No. 1 to be administered and distributed in accordance with those trust terms. Similarly, prior to Stanley S. Jaksick receiving his share of Settlor's trust estate herein, \$300,000 cash shall be delivered to the Trustee of the Settlor's Educational Trust No. 4 for Stanley S. Jaksick's children namely Regan Jaksick, Sydney Jaksick, and Sawyer Jaksick to be administered and distributed with the terms of said educational trust."

As you know, if you elect for Todd and Stan's subtrusts to be QSST trusts, then all future distributions from the Pioneer stock will be required to be passed through directly to Todd & Stan, and will therefore not be available to fund the \$200K and \$300K distributions to their kids as required by the trust agreement. So this pass-through of the Pioneer distributions directly to Todd & Stan prior to the funding of the \$200K and \$300K distributions to their kids would therefore violate the specific terms of the trust. Also, the amendment that will have to be made to the trust agreement in order to qualify the sub-trusts as QSST trusts will require that Todd & Stan's kids no longer be permissible beneficiaries of the sub-trusts during Todd & Stan's lifetimes. In other words, we would be removing the kids as current permissible beneficiaries, in effect reducing their beneficial interest in the sub-trusts. To do all of this without having funded the required \$200K & \$300K to the educational trusts would seem to dig the trustees into a deeper hole than they already are in with the Pioneer Stock having been distributed to their subtrusts.

Therefore, from a trustee/fiduciary standpoint, I think it makes more sense to have the subtrusts elect to be ESBT trusts for the current time being in order to allow the subtrusts to accumulate the Pioneer distributions and use them to fund the \$200K and \$300K distributions to their kids and even potential cross-payments to Wendy. The regulations do permit the conversion of an ESBT to a QSST, and vice versa, so long as there was no previous conversion within the prior 36 months. So it appears there is at least a little flexibility to change the type of trust needed to preserve the S-corp election down the road should circumstances warrant it.

Give this some thought and let's talk about it on Monday.

Thanks,

Brian

Brian C. McQuaid, Esq.
Maupin, Cox & LeGoy
4785 Caughlin Parkway
Reno, Nevada 89519
Phone: 775-827-2000
Fax: 775-827-2185
email: bmcquaid@mclrenolaw.com

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From: LeGoy, Bob
Sent: Friday, January 02, 2015 8:16 AM
To: Stan Jaksick
Cc: Kevin Riley; Todd Jaksick
Subject: Re: new years eve

Kevin, Drafting that amendment is no problem. You are correct Sam's Family Trust is irrevocable and unamendable, but V E. permits the Trustees to make the changes you want. I will try to do it next week. Thanks

Sent from my iPad

On Dec 31, 2014, at 2:31 PM, Stan Jaksick <ssj3232@aol.com> wrote:

Hi Kevin
You certainly know the best way to handle this, let me know if you need me to do anything.
Happy New Year !
Stan

Sent from my iPhone

On Dec 31, 2014, at 12:06 PM, Kevin Riley <kevin@rmb-cpa.com> wrote:

Gentlemen,

I hope you have a great new year's eve planned!

However, before the parties begin, I wanted to let you know that the pioneer group stock certificates will be transferred with an effective date of tomorrow, which leads me into my next issue.

Additionally and importantly, I am thinking that we want to amend the subtrusts for Todd and Stan under Article V paragraph E of sam's trust. I am proposing this because I need to make a decision on a required election. As an owner of an s-corporation, each trust must make an election that allows it to hold s corporation stock. I believe that for many reasons that the most favorable election to be made is as a QSST (Qualified subchapter s trust). This election requires that when money is distributed from the s corporation (i.e pioneer group, toyabe, white pine etc) that those distributions are then distributed to the beneficiaries. This is the most tax efficient election. The other election (an ESBT election) requires a flat 35% tax to be paid inside the trust regardless

of whether there is cash or not. The problem with the QSST election is that it requires specific language.

As Sam's trust agreement is written, we can split Todd and Stan's trust into separate trusts and amend provisions such that the separate trust complies specifically with the QSST mandatory provisions.

In drafting the election itself, I am presently in the position of requesting approval that will not be based on the language of the trust but by expected actions of the trustees (ie intent to always distribute S corporation distributions). I would be more comfortable if the trust language actually complied with the election. However, since Sam's trust is irrevocable I don't know how or whether this can be done, despite the apparent authority in the trust.

I do want to file this election ASAP to give us time to receive the approval and or rejection and respond if necessary.

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: Kevin Riley <kevin@rmb-cpa.com>
Sent: Tuesday, January 20, 2015 3:10 PM
To: LeGoy, Bob; McQuaid, Brian
Subject: draft financials
Attachments: draft financials.pdf

Brian or Bob,

I have finished a draft of the financials for Sam's trust. I am hoping the statements are properly formatted to NV standards. Would you be able to let me know if these are acceptable?

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
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			<u>\$ 7,879,910.49</u>
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			<u>(166,857.16)</u>
TOTAL ASSETS ON HAND, MARCH 31, 2014	G		<u><u>\$ 7,713,053.33</u></u>

See accountant's compilation report

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

	<u>Schedule</u>	<u>Fiduciary Acquisition Value</u>
CASH:		
RBC Wealth Management, US Govt Money Market Fund	2	\$ 8,287.68
UMPQUA, Checking account	3	33,052.00
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
		<hr/>
TOTAL RECEIPTS OF INCOME		\$ 240,767.26

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

Date	Description	Amounts	Totals
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	116,513.28	
6/18/13	Homecamp Land & Livestock	5,050.27	
7/26/13	Homecamp Land & Livestock	98,415.41	
	Total Homecamp Land & Livestock	103,465.68	
5/31/13	Todd Jaksick	60.16	
	Total Todd Jaksick	60.16	
7/26/13	Bright Holland Co	12,830.00	
	Total Bright Holland Co	12,830.00	
8/28/13	Duck Lake Ranch LLC	9,025.00	
	Total Duck Lake Ranch, LLC	\$ 9,025.00	
TOTAL COLLECTIONS ON LOANS RECEIVABLE			\$ 241,894.12

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

Date	Payor	Amount	Totals
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	701,975.00	
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	2,423.39	
12/2/13	Markhor Investment Company, LLC	76,894.47	
	Total Markhor Investment Co	\$ 76,894.47	
TOTAL COLLECTIONS ON INVESTMENTS			\$ 781,292.86

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

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

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST

SCHEDULE 1H - EXPENSES

FIRST 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

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

See accountant's compilation report

SAMUEL S JAKSICK JR FAMILY TRUST
SCHEDULE 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

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

See accountant's compilation report

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

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

<u>Date</u>	<u>Payor</u>	<u>Description</u>	<u>Amount</u>	<u>Totals</u>
ASSETS ON HAND APRIL 21, 2013				\$ 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

McQuaid, Brian

From: LeGoy, Bob
Sent: Tuesday, January 06, 2015 7:10 AM
To: McQuaid, Brian
Subject: Revision to Sam's Family Trust Agreement to elect QSST status

Brain, Do you want to research and draft this amendment or do you want me to do it? I am ok either way. Thanks

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

Maupin, 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@mclrenolaw.com

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From: LeGoy, Bob
Sent: Friday, January 02, 2015 8:16 AM
To: Stan Jaksick
Cc: Kevin Riley; Todd Jaksick
Subject: Re: new years eve

Kevin, Drafting that amendment is no problem. You are correct Sam's Family Trust is irrevocable and unamendable, but V E. permits the Trustees to make the changes you want. I will try to do it next week. Thanks

Sent from my iPad

On Dec 31, 2014, at 2:31 PM, Stan Jaksick <ssj3232@aol.com> wrote:

Hi Kevin
You certainly know the best way to handle this, let me know if you need me to do anything.
Happy New Year !
Stan

Sent from my iPhone

On Dec 31, 2014, at 12:06 PM, Kevin Riley <kevin@rmb-cpa.com> wrote:

Gentlemen,

I hope you have a great news year's eve planned!

However, before the parties begin, I wanted to let you know that the pioneer group stock certificates will be transferred with an effective date of tomorrow, which leads me into my next issue.

Additionally and importantly, I am thinking that we want to amend the subtrusts for Todd and Stan under Article V paragraph E of sam's trust. I am proposing this because I need to make a decision on a required election. As an owner of an s-corporation, each trust must make an election that allows it to hold s corporation stock. I believe that for many reasons that the most favorable election to be made is as a QSST (Qualified subchapter s trust). This election requires that when money is distributed from the s corporation (i.e pioneer group, toiyabe, white pine etc) that those distributions are then distributed to the beneficiaries. This is the most tax efficient election. The other election (an ESBT election) requires a flat 35% tax to be paid inside the trust regardless of whether there is cash or not. The problem with the QSST election is that it requires specific language.

As Sam's trust agreement is written, we can split Todd and stan's trust into separate trusts and amend provisions such that the separate trust complies specifically with the QSST mandatory provisions.

In drafting the election itself, I am presently in the position of requesting approval that will not be based on the language of the trust but by expected actions of the trustees (ie intent to always distribute s corporation distributions). I would be more comfortable if the trust language actually complied with the election. However, since Sam's trust is irrevocable I don't know how or whether this can be done, despite the apparent authority in the trust.

I do want to file this election ASAP to give us time to receive the approval and or rejection and respond if necessary.

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: McQuaid, Brian
Sent: Tuesday, November 24, 2015 2:41 PM
To: 'Jessica Clayton'; tjaksick@gmail.com; kevin@rmb-cpa.com; Stan Jaksick (ssj3232@aol.com)
Cc: LeGoy, Bob
Subject: RE: Security for SSJ's Issue Trust Notes
Attachments: Amended Promissory Note - SSJ Issue Trust (150K).pdf; Amended Promissory Note - SSJ Issue Trust (115K).pdf; Notice of Advance - SSJ Issue Trust.pdf

Team, attached are the Amended Promissory Notes and the Notice of Advance Secured By Deed of Trust that I have prepared in order to modify and extend the terms of the two loans from the SSJ Issue's Trust to the Family Trust, as well as to add the \$115K note to the Deed of Trust against the Quail Rock Lane property. Please carefully review the documents to ensure that the new terms are correct. If so, please fully execute them and return the original executed Notice of Advance to me for recording with the Washoe County Recorder's Office. Please also provide me with a copy of the executed amended promissory notes for our files as well.

In the meantime, please let me know if you have any questions or desire any changes or edits to the attached documents.

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: Jessica Clayton [mailto:jtclaytone@aol.com]
Sent: Tuesday, November 24, 2015 10:09 AM
To: McQuaid, Brian
Cc: tjaksick@gmail.com; kevin@rmb-cpa.com
Subject: Re: Security for SSJ's Issue Trust Notes

Hi Brian -

I did confirm with Todd that the intent of the increased interest rate was to apply to the note as of the extension date and up until the note is paid in full.

Thank you,

Jess

-----Original Message-----

From: McQuaid, Brian <bmcquaid@mcllawfirm.com>
To: Jessica Clayton <jtcclaytone@aol.com>
Cc: tjaksick <tjaksick@gmail.com>; kevin <kevin@rmb-cpa.com>
Sent: Mon, Nov 23, 2015 1:07 pm
Subject: RE: Security for SSJ's Issue Trust Notes

Hi Jess, just wanted to follow up on this really quick. Once you can get me the requested clarification regarding the increased interest rate, I'll get the new documents finalized and emailed to you for signatures. Thanks.

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:jtcclaytone@aol.com>]
Sent: Monday, November 16, 2015 4:03 PM
To: McQuaid, Brian
Cc: tjaksick@gmail.com
Subject: Re: Security for SSJ's Issue Trust Notes

Hi Brian,

I'm double checking on this, but it was my belief that from the time of the extension forward was when the new interest rate applied.

As soon as I can confirm with Todd, I will let you know

:) thank you

-----Original Message-----

From: McQuaid, Brian <bmcquaid@mcllawfirm.com>
To: Jessica Clayton <jtclaytone@aol.com>
Cc: tjaksick <tjaksick@gmail.com>
Sent: Mon, Nov 16, 2015 2:46 pm
Subject: RE: Security for SSJ's Issue Trust Notes

Jess & Todd, quick question on the extensions to the two notes. Does the increase of the interest rate to 7% apply to the entire term of the notes? Or just to the extension term?

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, November 12, 2015 3:24 PM
To: McQuaid, Brian
Cc: tjaksick@gmail.com
Subject: Re: Security for SSJ's Issue Trust Notes

Hi Brian,

Thanks so much - I think Todd said he would be contacting you, but he asked me to send you the notes with the handwritten changes. Please note I attached all the documents that have been executed so their may be some duplication.

Please let me know if you should need anything further :)

Jess

-----Original Message-----

From: McQuaid, Brian <bmcquaid@mcllawfirm.com>
To: Jessica Clayton <jtclaytone@aol.com>
Cc: kevin <kevin@rmb-cpa.com>; Todd Jaksick (tjaksick@gmail.com) <tjaksick@gmail.com>; Stan Jaksick (ssj3232@aol.com) <ssj3232@aol.com>; LeGoy, Bob <blegoy@mcllawfirm.com>
Sent: Thu, Nov 12, 2015 2:37 pm
Subject: RE: Security for SSJ's Issue Trust Notes

Jess, what we should probably do is prepare two amended Promissory Notes, one for the \$115K loan and one for the \$150K loan, that sets forth the amended terms (*i.e.* the handwritten extensions) and that both state that they are secured by the Deed of Trust already recorded against Quail Rock.

This would allow for both notes to be secured by the property without the need to do any new Deed of Trust, since the existing Deed of Trust allows for subsequent promissory notes to be added to it. We could simply do a shorter Notice to be recorded with Washoe County Recorder's Office adding the new amended \$115K note to the obligations secured by the Deed of Trust.

If Todd & Stan would like for us to do this, please send me a copy of the notes with the hand-written changes so I can make the appropriate revisions to the terms of the amended notes.

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: Jessica Clayton [<mailto:jtcclaytone@aol.com>]
Sent: Friday, November 06, 2015 10:55 AM
To: McQuaid, Brian
Cc: kevin@rmb-cpa.com
Subject: Security for SSJ's Issue Trust Notes

Hello Brian and happy Friday to you!

We were wondering based on the "Amendment to Security Agreement" - starting on page 6 of the PDF attached if, in the event, the Quail Rock house sells that the Amendment would allow for both the \$115k and \$150k note to be paid off by the sale since the IRS is now requiring the stock in Toiyabe as collateral for the tax payment extension.

If it does not, however, I drafted an in-house amendment (addendum) which may or may not suffice.

Our goal is to be sure we have additional security for the \$115k note (also attached) and the guys have agreed that it should come from proceeds of the Quail Rock sale. We would like this additional security to also be recorded like the original with the county.

Lastly, the guys have made hand-written date extensions on the notes (for interest payments, etc) - would these need to be recorded at the same time if we end up needing to record additional security in the Quail Rock house?

I hope this makes sense.

Thank you,

Jess

McQuaid, Brian

From: LeGoy, Bob
Sent: Monday, December 01, 2014 11:30 AM
To: tjaksick@gmail.com; ssj3232@aol.com; Jessica Clayton; Kevin Riley (kevin@rmb-cpa.com); McQuaid, Brian; Procter Hug IV
Subject: FW: Checkpoint document from LRLEGOY@MCLRENOLAW.COM
Attachments: U_S_v_MARSHALL_114_AFTR_2d_2014_6S78_Code_Sec_s_2002_2501_2511_6324_6601_6621_6901_CA5.doc

Team, Here is a good Federal Appellate Court decision on fiduciaries' responsibilities to pay taxes and other creditors.

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

Maupin, 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@mclrenolaw.com

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From: Checkpoint [<mailto:Checkpoint.NoReply@thomsonreuters.com>]
Sent: Monday, December 01, 2014 11:24 AM
To: LeGoy, Bob; McQuaid, Brian
Subject: Checkpoint document from LRLEGOY@MCLRENOLAW.COM

The following Checkpoint content was sent to you by LRLEGOY@MCLRENOLAW.COM.

Please see attachment.

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Please do not reply. You can respond to the sender by using the e-mail address in the subject of this e-mail.

967

McQuaid, Brian

From: McQuaid, Brian
Sent: Tuesday, October 28, 2014 3:14 PM
To: Stan Jaksick (ssj3232@aol.com); Todd Jaksick (tjaksick@gmail.com)
Cc: 'Jessica Clayton'; LeGoy, Bob
Subject: Stan's Promissory Notes
Attachments: Promissory Note 1 - Stan.pdf; Promissory Note 2 - Stan.pdf

Stan & Todd, attached are the two Promissory Notes that I prepared in order to document Stan's prior loans to the Trust. Please review and let me know if you desire any changes. If they are acceptable as drafted, please go ahead and sign both of them on the second pages. In the meantime, please let me know if you have any questions.

Thanks,

Brian

Brian C. McQuaid, Esq.
Maupin, Cox & LeGoy
4785 Caughlin Parkway
Reno, Nevada 89519
Phone: 775-827-2000
Fax: 775-827-2185
email: bmcquaid@mclrenolaw.com

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PROMISSORY NOTE

\$45,000.00

June 27, 2013
Reno, Nevada

For valuable consideration, Todd B. Jaksick and Stanley S. Jaksick, as Co-Trustees under The Samuel S. Jaksick, Jr. Family Trust Agreement (As Restated) ("Payor"), hereby agree to pay to the order of Stanley S. Jaksick ("Payee"), at such place as the Payee shall designate in writing, the principal sum of \$45,000.00, together with interest at the rate of 6% per annum (the "Interest Rate") on the declining principal balance from the date hereof.

Principal and interest are payable as follows:

1. The entire unpaid principal balance and accrued interest shall be paid in full on or before the second (2nd) anniversary from the date hereof (the "Maturity Date").
2. Each payment under this Promissory Note shall be credited first to accrued interest then due, with the remainder, if any, credited against principal, and interest shall no longer accrue upon the principal so credited.
3. Payor may prepay this Promissory Note in whole or in part without premium or penalty. Prepayments will reduce the principal balance due on the Maturity Date.

This Promissory Note is unsecured.

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

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

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

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

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

THE SAMUEL S. JAKSICK, JR. FAMILY TRUST

By _____
Todd B. Jaksick, Co-Trustee

By _____
Stanley S. Jaksick, Co-Trustee

500 Damonte Ranch Parkway, Suite 980
Reno, Nevada 89521

PROMISSORY NOTE

\$48,500.00

September 4, 2013
Reno, Nevada

For valuable consideration, Todd B. Jaksick and Stanley S. Jaksick, as Co-Trustees under The Samuel S. Jaksick, Jr. Family Trust Agreement (As Restated) ("Payor"), hereby agree to pay to the order of Stanley S. Jaksick ("Payee"), at such place as the Payee shall designate in writing, the principal sum of \$48,500.00, together with interest at the rate of 6% per annum (the "Interest Rate") on the declining principal balance from the date hereof.

Principal and interest are payable as follows:

1. The entire unpaid principal balance and accrued interest shall be paid in full on or before the second (2nd) anniversary from the date hereof (the "Maturity Date").
2. Each payment under this Promissory Note shall be credited first to accrued interest then due, with the remainder, if any, credited against principal, and interest shall no longer accrue upon the principal so credited.
3. Payor may prepay this Promissory Note in whole or in part without premium or penalty. Prepayments will reduce the principal balance due on the Maturity Date.

This Promissory Note is unsecured.

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

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

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

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

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

THE SAMUEL S. JAKSICK, JR. FAMILY TRUST

By _____
Todd B. Jaksick, Co-Trustee

By _____
Stanley S. Jaksick, Co-Trustee

500 Damonte Ranch Parkway, Suite 980
Reno, Nevada 89521

LeGoy, Bob

From: LeGoy, Bob
Sent: Monday, October 27, 2014 1:33 PM
To: 'Jessica Clayton'; ssj3232@aol.com; Kevin Riley (kevin@rmb-cpa.com)
Subject: FW: Montreux Development Group, LLC

Here is the final version, with the corrections Stan and Kevin made. I am also faxing it to Jess. Please disregard the one I accidentally emailed five minutes ago at 1:25. I will fax it in the next few minutes. Please let me know what additional corrections or additions any of you has. Thanks

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

Maupin, 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@mclrenolaw.com

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From: LeGoy, Bob
Sent: Friday, October 24, 2014 7:33 AM
To: ssj3232@aol.com
Cc: Kevin Riley (kevin@rmb-cpa.com)
Subject: Montreux Development Group, LLC

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 then 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 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.

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.

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

Maupin, 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@mclrenolaw.com

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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

October 15, 2014

VIA E-MAIL - brett.buckingham@state.co.us

Brett Buckingham, Investigator
Division of Gaming
Enforcement and Investigating Section
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 it be held in the two generation-skipping trusts for Stanley S. Jaksick and

MCL002259

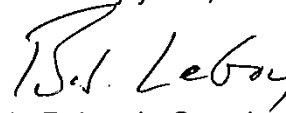
WJ 000799

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

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MCL002260

WJ 000800

McQuaid, Brian

From: McQuaid, Brian
Sent: Thursday, September 25, 2014 10:41 AM
To: 'Todd Jaksick (tjaksick@gmail.com)'; 'Jessica Clayton'
Cc: LeGoy, Bob
Subject: Revised Loan Docs
Attachments: Revised Loan Docs - \$150K Loan - SSJ Issue Trust.pdf; Agreement and Consent - \$150K Loan - SSJ Issue Trust.doc; Promissory Note 2 - SSJ Issue Trust (revised).wpd; Deed of Trust - SSJ Issue Trust.wpd; Security Agreement Amendment - SSJ Issue Trust.wpd

Todd & Jess, attached is a pdf of all of the revised & final loan docs in one package. Per Todd's request this morning, I revised the note to reduce the term to 1 year, and I added language in the agreement & consent that states the Family Trust intends to payoff the note in full once the Bronco Billy's funds are received. I've also again attached editable word/wordperfect versions of the various documents to allow you to change the amounts should you agree to more.

Please let me know if you have any questions or need anything further from my end.

Thanks,

Brian

Brian C. McQuaid, Esq.
Maupin, Cox & LeGoy
4785 Caughlin Parkway
Reno, Nevada 89519
Phone: 775-827-2000
Fax: 775-827-2185
email: bmcquaid@mclrenolaw.com

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AGREEMENT AND CONSENT TO PROPOSED ACTION

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

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

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

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

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

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

Dated: _____, 2014

THE SSJ'S ISSUE TRUST

By _____
Todd B. Jaksick, Trustee

THE SAMUEL S JAKSICK JR FAMILY TRUST

By _____
Stanley S. Jaksick, Co-Trustee

By _____
Todd B. Jaksick, Co-Trustee

PRIMARY BENEFICIARIES:

Todd B. Jaksick

Stanley S. Jaksick

Wendy Ann Jaksick

Alexi Smrt

PROMISSORY NOTE

\$150,000.00

Reno, Nevada

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

Principal and interest are payable as follows:

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

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

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

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

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

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

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

Dated: _____, 2014.

THE SAMUEL S. JAKSICK, JR. FAMILY TRUST

By _____
Todd B. Jaksick, Co-Trustee

By _____
Stanley S. Jaksick, Co-Trustee

500 Damonte Ranch Parkway, Suite 980
Reno, Nevada 89521

AMENDMENT TO SECURITY AGREEMENT

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

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

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

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

I.

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

OBLIGATIONS SECURED

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

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

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

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

II.

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

Dated: _____, 2014.

"DEBTOR"

THE SAMUEL S. JAKSICK, JR. FAMILY TRUST

By _____
Todd B. Jaksick, Co-Trustee

By _____
Stanley S. Jaksick, Co-Trustee

500 Damonte Ranch Parkway, Suite 980
Reno, Nevada 89521

"SECURED PARTY"

THE SSJ'S ISSUE TRUST

By _____
Todd B. Jaksick, Trustee

500 Damonte Ranch Parkway, Suite 980
Reno, Nevada 89521

A.P.N. 150-011-04

After recording, return to:

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

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

Signature of Declarant or Agent

DEED OF TRUST AND ASSIGNMENT OF RENTS

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

I

PURPOSE

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

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

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

APN: 150-011-04

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

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

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

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

II

ASSIGNMENT OF RENTS AND PROFITS

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

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

III

COVENANTS OF TRUSTOR

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

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

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

IV

DEFAULT

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

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

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

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

V

PRIOR DEED OF TRUST AND REQUEST FOR NOTICE

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

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

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

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

VI

CONDEMNATION PROCEEDS

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

VII

DEFICIENCY JUDGMENT

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

VIII

MISCELLANEOUS

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

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

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

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

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

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

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

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

Dated: _____, 2014.

THE SAMUEL S. JAKSICK, JR. FAMILY TRUST

By _____
Todd B. Jaksick, Co-Trustee

By _____
Stanley S. Jaksick, Co-Trustee

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

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

Notary Public

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

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

Notary Public

McQuaid, Brian

From: McQuaid, Brian
Sent: Wednesday, September 24, 2014 6:18 PM
To: Todd Jaksick (tjaksick@gmail.com); 'Jessica Clayton'
Cc: LeGoy, Bob; kevin@rmb-cpa.com; Stan Jaksick (ssj3232@aol.com)
Subject: Additional Loan to Trust
Attachments: Promissory Note 2 - SSJ Issue Trust.pdf; Security Agreement Amendment - SSJ Issue Trust.pdf; Deed of Trust - SSJ Issue Trust.pdf; Agreement and Consent - \$150K Loan - SSJ Issue Trust.pdf; Agreement and Consent - \$150K Loan - SSJ Issue Trust.doc; Deed of Trust - SSJ Issue Trust.wpd; Security Agreement Amendment - SSJ Issue Trust.wpd; Promissory Note 2 - SSJ Issue Trust.wpd

Todd & Jess, attached please find the documents I've prepared for the additional loan from the SSJ's Issue Trust to the Family Trust and secured by the Toiyabe stock and the Quail Rock Lane property per my conversations with Todd today.

I've attached both pdf versions and editable word/wordperfect versions so you can change the amounts should you agree to more. Please let me know if you have any questions and thanks again for working with us on this.

Thanks,

Brian

Brian C. McQuaid, Esq.
Maupin, Cox & LeGoy
4785 Caughlin Parkway
Reno, Nevada 89519
Phone: 775-827-2000
Fax: 775-827-2185
email: bmcquaid@mclrenolaw.com

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McQuaid, Brian

From: McQuaid, Brian
Sent: Friday, September 05, 2014 4:14 PM
To: 'RMSader'
Cc: tjaksick@gmail.com; Arlo Stockham; Stan Jaksick (ssj3232@aol.com); 'Kevin Riley'; LeGoy, Bob
Subject: RE: Lot 1023
Attachments: Consent to Convey Lot 1023.PDF

Bob, I believe all that needs to be done from the estate side of things is a consent and waiver of notice of proposed action similar to what was done for the sale of the other two estate lots. I am therefore attaching the consent that I have prepared to accomplish this.

Todd & Stan, please date and sign the consent and return it to me for filing with the Court. I will then provide Bob Sader with a file-stamped copy that he can utilize as however needed to close.

In the meantime, if any of you have any questions, please don't hesitate to let me know.

Thanks,

Brian

Brian C. McQuaid, Esq.
Maupin, Cox & LeGoy
4785 Caughlin Parkway
Reno, Nevada 89519
Phone: 775-827-2000
Fax: 775-827-2185
email: bmcquaid@mclrenolaw.com

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From: RMSader [<mailto:RMSader@robertmsaderltd.com>]
Sent: Friday, September 05, 2014 1:19 PM
To: McQuaid, Brian
Cc: tjaksick@gmail.com; Arlo Stockham
Subject: Lot 1023

Brian:

Attached is the prelim for Montreux Lot 1023, owned by Sam's estate. As you can see, Exception 16 is the Dilts/Durham deed of trust. What is our procedure for the estate to convey the lot?

Bob

Robert M. Sader, Esq.
Robert M. Sader, Ltd., a Professional Corporation

8600 Technology Way, Suite 101
Reno, Nevada 89521
(775) 329-8310
(775) 329-8591 fax
NEW EMAIL:
rmsader@robertmsaderltd.com

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From: Jim Morgan [<mailto:jmorgan@hendersonmorgan.com>]
Sent: Thursday, September 04, 2014 5:18 PM
To: rmsader
Cc: 'Ralph Durham'; 'Walter Dilts'
Subject:

Bob,

Per your request, please find attached the most recent title report for lot 1023. As I understand it, you will be forwarding it to counsel for the Jaksick Estate for his review. I would think that the following would be material to the review: (i) the Jaksick Estate and the Jaksick Trust are subject to claims on the basis of Mr. Jaksick's guaranties of the loans; and (ii) payment and performance under the guaranties is secured by the deed of trust which is referred to by Item 16 on the title report. Please let me know if you have any questions. Thanks.

James L. Morgan
Henderson & Morgan, LLC
4600 Kietzke Lane, Suite K228
Reno, NV 89502
Tel: (775) 825-7000
Fax: (775) 825-7738
Email: jmorgan@hendersonmorgan.com
Website: <http://hendersonmorgan.com>

McQuaid, Brian

From: Robert M Sader <rmsader@sbcglobal.net>
Sent: Wednesday, September 03, 2014 2:29 PM
To: McQuaid, Brian
Subject: Lot 1023
Attachments: ag loan term.docx

Brian:

Attached is the Loan Termination Agreement stating that Lot 1023 will be conveyed to the lenders.

Bob

Robert M. Sader, Esq.
Robert M. Sader, Ltd., a Professional Corporation
8600 Technology Way, Suite 101
Reno, Nevada 89521
(775) 329-8310
(775) 329-8591 fax
NEW EMAIL:
rmsader@robertmsaderltd.com

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DRAFT – 08/29/14

This document is a draft only. It has not been reviewed or approved and is subject to further modifications and comments.

LOAN TERMINATION AGREEMENT

THIS LOAN TERMINATION AGREEMENT (the "Agreement") is made and entered into as of this ____ day of September, 2014 (the "Effective Date") by and between: (i) THE DILTS AND KAPPELER FAMILY TRUST DATED OCTOBER 28, 1999 (the "Dilts Kappeler Trust") and THE DURHAM FAMILY TRUST DATED AUGUST 27, 1986 (the "Durham Trust"), parties of the first part; and (ii) BUCKHORN LAND AND LIVESTOCK, LLC, a Nevada limited liability company ("Buckhorn"), MONTREUX DEVELOPMENT GROUP, LLC, a Nevada limited liability company ("Montreux") and RANDALL L. VENTURACCI ("Venturacci"), parties of the second part. The Dilts Kappeler Trust and the Durham Trust are collectively referred to herein as the "Lenders". Buckhorn, Montreux and Venturacci are collectively referred to herein as the "Borrower Parties".

RECITALS:

This Agreement is entered into on the basis of the following:

A. Buckhorn is indebted to the Dilts Kappeler Trust pursuant to the Schedule of Dilts Kappeler Loan Documents, which is attached hereto as Exhibit A-1 and incorporated by reference herein (the "Dilts Kappeler Loan Documents"). Buckhorn is indebted to the Durham Trust pursuant to the Schedule of Durham Loan Documents, which is attached hereto as Exhibit A-2 and incorporated by reference herein (the "Durham Loan Documents"). Exhibits A-1 and A-2 are collectively referred to herein as the "Loan Document Schedules". All capitalized terms which are utilized herein, but which are not otherwise defined herein, shall have the meaning set forth by the Loan Document Schedules.

B. The aggregate unpaid amount of principal and deferred interest under the Dilts Kappeler Loan is One Million Three Hundred Twenty-Two Thousand One Hundred Seven Dollars and Thirty Cents (\$1,322,107.30). Interest on the Dilts Kappeler Loan (other than deferred interest) is paid current through August 31, 2014. The unpaid principal amount under the Durham Loan is Six Hundred Eighty-Seven Thousand Four Hundred Seventy-Nine Dollars and Eight-Four Cents (\$687,479.84). Interest on the Durham Loan is paid current through July 30, 2014.

C. Buckhorn is a party to an escrow which is maintained with Ticor Title of Nevada, Inc., under its Escrow No. 01402068-CD (the "Conservation Easement Escrow"). The Conservation Easement Escrow has been established for the purpose of facilitating a grant, by Buckhorn, of the following conservation easements (collectively the "Conservation Easements"):

(i) Easement to be established pursuant to Agreement for the Purchase of Conservation Easement, dated August 30, 2013, between Buckhorn and the Natural Resources Conservation Service ("NCRS"), as Agreement No. 66-9327-13-08; and

(ii) Easement to be established pursuant to Agreement for the Purchase of Conservation Easement, dated August 30, 2013, between Buckhorn and NCRS, as Agreement No. 66-9327-13-09.

D. Montreux is the owner of Lot 928, which is described on the "Real Property Schedule" that is attached hereto as Exhibit B and incorporated by reference herein. Lot 928 is encumbered by a Deed of Trust with Assignment of Rents, which was executed by Montreux for the benefit of Lenders and recorded in the Official Records of Washoe County on February 6, 2014 as Document No. 4323897 (the "Existing Montreux Deed of Trust"). The Existing Montreux Deed of Trust secures partial payment and performance under the Dilts Kappeler Loan and under the Durham Loan (in an amount not to exceed \$110,000.00).

E. Venturacci is the owner of 5095 W. Acoma, which is also described on the Real Property Schedule.

F. Lot 1023, which is described on the Real Property Schedule, is owned by Todd B. Jaksick, Stanley S. Jaksick and Kevin Riley as co-executors of the Estate of Samuel S. Jaksick Jr., Deceased (the "Jaksick Estate").

G. The Borrower Parties have proposed that the obligations of Buckhorn under the Dilts Kappeler Loan and the Durham Loan be fully satisfied pursuant to the following payment and deliveries (the "Loan Satisfaction"):

(i) a payment from Buckhorn to Lenders in the aggregate amount of One Million Five Hundred Fifteen Thousand Eight Hundred Dollars (\$1,515,800.00) from proceeds of the Conservation Easements (the "Conservation Easement Proceeds");

(ii) delivery of a Promissory Note executed by Montreux and payable to the order of Lenders in the amount of One Hundred Ten Thousand Dollars (\$110,000.00) (the "Montreux Note"), and an amended and restated deed of trust which amends the Existing Montreux Deed of

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Trust in order to provide for the Existing Montreux Deed of Trust to secure the Montreux Note instead of the Dilts Kappeler Notes and the Durham Notes (the "Montreux Deed of Trust");

(iii) conveyance of Lot 1023 to the Lenders by the Jaksick Estate (the "Lot 1023 Conveyance"); and

(iv) a Promissory Note executed by Venturacci and payable to the order of Lenders in the amount of One Hundred Fifty-Eight Thousand Four Hundred Forty-Seven Dollars (\$158,447.00) (the "Venturacci Note"), and a second priority deed of trust encumbering 5095 W. Acoma as security for the Venturacci Note (the "Venturacci Deed of Trust");

In consideration of the Loan Satisfaction, Lender would do the following (collectively, the "Loan Release"): (i) acknowledge full payment of the Dilts Kappeler Notes and the Durham Notes; (ii) release the Dilts Kappeler Winnemucca Ranch Deeds of Trust and the Durham Winnemucca Ranch Deeds of Trust; (iii) release the Jaksick Dilts Kappeler Guarantees and the Jaksick Durham Guaranties; and (iv) release the Venturacci Dilts Kappeler Guaranties and the Venturacci Durham Guaranties.

H. The borrower proposal is acceptable to Lenders, provided that Loan Release is conditioned upon the non-occurrence of an Insolvency Event (as defined by the Conditional Release Agreements, which are referred to below) within Ninety-Five (95) days following the Closing Date.

NOW, THEREFORE, in consideration of the mutual covenants herein and other valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the Lenders and the Borrower Parties hereby agree as follows:

1. Payment of Loans and Release of Loan Documents. The Lenders and each of the Borrower Parties, as applicable, shall provide for termination of the Loans as follows, in each case, subject to the terms and conditions of this Agreement:

1.1. Buckhorn. Buckhorn shall make a payment to Lenders, from the Conservation Easement Proceeds, in the amount of One Million Five Hundred Fifteen Thousand Eight Hundred Dollars (\$1,515,800.00) (the "Scheduled Payment"), which amount shall be adjusted as follows (the "Interest Adjustment"): (i) the Scheduled Payment shall be increased by an amount which is equal to the interest which is accrued and unpaid on the Durham Loan for the period commencing on August 1, 2014 and ending on the Closing Date; and (ii) the Scheduled Payment shall be increased by an amount which is equal to the prepaid interest on the Dilts Kappeler Loan which is allocable to the period commencing on September 1, 2014 and ending the Closing

Date. The Scheduled Payment, as increased pursuant to the Interest Adjustment, is referred to herein as the "Conservation Easement Payment".

1.2. Montreux. Montreux shall: (i) execute and deliver the Montreux Note in the form which is attached hereto as Exhibit C-1 and incorporated by reference herein; and (ii) execute and deliver the Montreux Deed of Trust in the form which is attached hereto as Exhibit C-2 and incorporated by reference herein.

1.3. Jaksick Estate. Buckhorn shall cause the Jaksick Estate to convey Lot 1023 to Lenders pursuant to execution and delivery of a deed in the form which is attached hereto as Exhibit C-3 and incorporated by reference herein (the "Jaksick Deed").

1.4. Venturacci. Venturacci shall: (i) execute and deliver the Venturacci Note in the form which is attached hereto as Exhibit C-4 and incorporated by reference herein; and (ii) execute and deliver the Venturacci Deed of Trust in the form which is attached hereto as Exhibit C-5 and incorporated by reference herein.

1.5. Lenders. Lenders shall execute and deliver the following to the applicable Borrower Parties (collectively, the "Conditional Release Agreements"): (i) Conditional Release of Loan Documents (Buckhorn), for the benefit of Buckhorn, in the form which is attached hereto as Exhibit D-1 and incorporated by reference herein; (ii) Conditional Release of Guaranty Agreements (Jaksick), for the benefit of The Samuel S. Jaksick Jr. Family Trust and The Estate of Samuel S. Jaksick Jr., deceased, in the form which is attached hereto as Exhibit D-2 and incorporated by reference herein; and (iii) Conditional Release of Guaranty Agreements (Venturacci), for the benefit of Venturacci, in the form which is attached hereto as Exhibit D-3 and incorporated by reference herein.

2. Title Company and Escrow.

2.1. Definitions. As used in this Agreement: (i) "Loan Termination" shall mean the loan payment and conditional release transaction which is contemplated by this Agreement; (ii) "Title Company" shall mean Ticor Title of Nevada, Inc.; (iii) "Loan Termination Escrow" shall mean the escrow to be maintained by the Title Company in accordance herewith in order to facilitate consummation of the Loan Termination; (iv) "Closing" shall mean closing of the Loan Termination Escrow in accordance with the terms and conditions hereof; and (v) "Closing Date" shall mean the date when the Closing occurs.

2.2. Acceptance by Title Company. Concurrently herewith, Lenders and the Borrower Parties shall deliver a copy of this Agreement to Title Company, duly executed by each of them. Upon receipt of such copy, the Title Company shall execute the last page hereof as evidence of its agreement to maintain

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the Loan Termination Escrow in accordance herewith, and shall insert the escrow number for the Loan Termination Escrow where indicated.

3. Lenders' Contingencies. Lenders' obligation to provide for the Loan Release shall be subject to the satisfaction or waiver of the following conditions precedent (the "Lender Contingencies"):

3.1. Title Policy Issuance. As of the Closing Date the Title Company shall be irrevocably committed to issue the Title Policies in accordance with Sections 5.1 through 5.3.

3.2. Borrower Party Representations and Warranties. As of the Closing Date, all of the Borrower Party Representations and Warranties (which are set forth by Section 6), shall be true and correct.

3.3. Borrower Party Covenants. As of the Closing Date, the Borrower Parties shall have fully performed all of the Borrower Party Covenants (which are also set forth by Section 6).

3.4. Borrower Party Deliveries. As of the Closing Date, the Borrower Parties shall have delivered to Title Company (or Lenders, as applicable) all of the Borrower Party Deliveries, which are required under Section 8.2.

In sole and absolute discretion of Lenders, Lenders may waive any unsatisfied Borrower Party Contingency and complete Loan Termination in accordance herewith.

4. Borrower Party Contingencies. The obligation of the Borrower Parties to provide for the Loan Satisfaction shall be subject to the satisfaction or waiver of the following conditions precedent (the "Borrower Party Contingencies"):

4.1. Lender Representations and Warranties. As of the Closing Date, all of the Lender Representations and Warranties (which are set forth by Section 7) shall be true and correct.

4.2. Lender Deliveries. As of the Closing Date, Lenders shall have delivered to Title Company (or the Borrower Parties, as applicable) all of the Lender Deliveries which are required under Section 8.3.

In the sole and absolute discretion of the Borrower Parties, the Borrower Parties may waive any unsatisfied Borrower Party Contingency and complete purchase of the Property in accordance herewith.

5. Title Policies.

5.1. Lot 1023 Owners Policy. The title to Lot 1023 which is conveyed to the Montreux Deed shall be insured by a CLTA Standard Coverage Policy of Title Insurance, in the amount of Two Hundred Twenty-Five Thousand Three Hundred Forty Dollars (\$225,340.00) insuring title to Lot 1023, vested in Lenders, subject only to Permitted Exceptions (the "Lot 1023 Policy").

5.2. Lot 928 Loan Policy. The lien and priority of the Montreux Deed of Trust shall be insured by a CLTA Standard Coverage Policy of Title Insurance, in the amount of One Hundred Ten Thousand Dollars (\$110,000.00), insuring that the Montreux Deed of Trust constitutes a first priority lien on Lot 928, subject only to Permitted Exceptions (the "Lot 928 Policy").

5.3. 5095 W. Acoma Loan Policy. The lien and priority of the Venturacci Deed of Trust shall be insured by a CLTA Standard Coverage Policy of Title Insurance, in the amount of One Hundred Fifty-Eight Thousand Four Hundred Forty-Seven Dollars (\$158,447.00), insuring that the Venturacci Deed of Trust constitutes a second priority lien on 5095 W. Acoma, subject only to Permitted Encumbrances (the "5095 W. Acoma Policy" and, together with the Lot 1023 Policy and the Lot 928 Policy, collectively, the "Title Policies").

5.4. Permitted Exceptions. Concurrently, or substantially concurrent, herewith, the Title Company has issued the following Preliminary Reports: (i) Preliminary Report issued with respect to Lot 1023, under Order No. 1402860A-CD and dated as of July 25, 2014 (the "Lot 1023 Report"); (ii) Preliminary Report issued with respect to Lot 928, under Order No. 1402860B-CD and dated as of July 22, 2014 (the "Lot 928 Report"); (iii) Preliminary Report issued with respect to 5095 W. Acoma, under Order No. 1402860C-CD and dated as of July 22, 2014 (the "5095 W. Acoma Report"). All references herein to "Permitted Exceptions": (i) when used with regard to Lot 1023, shall mean Exceptions 4, 7 through 9 (with 7 through 9 showing all taxes and assessments as paid current), 10 (showing no supplemental taxes assessed), 11 and 12 (with 11 and 12 showing all charges as paid current), 13, 14 (showing all homeowner association charges as paid current) and 15, as shown on Schedule B of the Lot 1023 Report; (ii) when used with regard to Lot 928, shall mean Exceptions 7 (showing all taxes and assessments as paid current), 8 (showing no supplemental taxes assessed), 9 and 10 (with 9 and 10 showing all charges as paid current), 11, 12 (showing all homeowners association charges as paid current) and 13, as shown on Schedule B of the Lot 928 Report; and (iii) when used with regard to 5095 W. Acoma, shall mean Exceptions 7 (showing all taxes and assessments as paid current), 8 (showing no supplemental taxes assessed), 9 and 10 (showing all charges as paid current) and 11 through 23, as shown on Schedule B of the 5095 W. Acoma Report.

6. Representations, Warranties and Covenants of Borrower Parties. The Borrower Parties represent, warrant and covenant to Lenders as follows:

6.1. Authority and Execution. Each Borrower Party has, and at the time of Closing will have, the legal power, right and authority to enter into this Agreement and the instruments and documents referenced herein, and to consummate the transactions contemplated hereby. The Jaksick Estate has, and at the time of Closing, will have, the legal power, right and authority to enter into this Agreement and the instruments and documents referenced herein, and to consummate the transactions contemplated hereby.

6.2. Documents. All the documents executed by any Borrower Party or by the Jaksick Estate which are to be delivered to Lenders at the Closing are, and at the time of Closing will be, duly authorized, executed, and delivered by the applicable Borrower Party(ies) or by the Jaksick Estate, as the case may be.

6.3. Consideration and Solvency. Venturacci will receive a material benefit from execution and delivery of the Venturacci Note and the Venturacci Deed of Trust. Montreux will receive a material benefit from execution and delivery of the Montreux Note and the Montreux Deed of Trust. The Jaksick Estate will receive a material benefit from execution and delivery of the Jaksick Deed. Buckhorn, Montreux, Venturacci and the Jaksick Estate: (i) are all solvent, on a balance sheet basis, as of the Effective Date; and (ii) will all be solvent, on a balance sheet basis, as of the Closing Date. None of Buckhorn, Montreux, Venturacci or the Jaksick Estate will be rendered insolvent, on a balance sheet basis as a result of the Loan Satisfaction (collectively, the "Solvency Representations").

6.4. Lot 1023 Absence of Hazardous Conditions. To the best knowledge of Montreux, Lot 1023 is not contaminated with any hazardous conditions, including, but not limited to, asbestos, processed petroleum derivatives, PCB transformers, other toxic hazardous or contaminated substances, noxious weeds and underground storage tanks (collectively, "Hazardous Conditions").

6.5. Disposition of Conservation Easement Proceeds. The aggregate of the Conservation Easement Proceeds will be disbursed from the Conservation Easement Escrow for the purposes, and in amounts, which are substantially the same as is set forth by the Schedule of Conservation Easement Proceed Payments which is attached hereto as Exhibit E and incorporated by reference herein (the "Proceeds Representations").

6.6. Certain Assurances. As soon as is reasonably possible, and prior to the Closing Date, the Borrower parties shall provide Lenders with such documentation and other assurances, reasonably acceptable to Lenders, that all of the

Solvency Representations and Proceeds Representations will be true and correct on the Closing Date; and .

The Representations and warranties set forth by Sections 6.1 through 6.4 are collectively referred to herein as the "Borrower Party Representations and Warranties". The agreements set forth by Sections 6.5 and 6.6 are collectively referred to herein as the "Borrower Party Covenants".

7. Representations and Warranties of Lenders. Lenders represent and warrant to the Borrower Parties as follows (the "Lender Representations and Warranties"):

7.1. Authority and Execution. Each Lender has, and at the time of Closing will have, the legal power, right and authority to enter into this Agreement and the instruments and documents referenced herein, and to consummate the transactions contemplated hereby.

7.2. Documents. All the documents executed by any Lender which are to be delivered to any Borrower Party at the Closing are, and at the time of Closing will be, duly authorized, executed, and delivered by the applicable Lender(s).

8. Closing.

8.1. Closing. The Closing shall occur on, or before September 30, 2014 (the "Closing Deadline").

8.2. Items to be Delivered by the Borrower Parties at Closing. At Closing, the Borrower Parties shall deliver or cause to be delivered to Lenders, at the sole cost and expense of the Borrower Parties, each of the following items (collectively, the "Borrower Party Deliveries"):

8.2.1. Montreux Documents. The Montreux Note and the Montreux Deed of Trust, each duly executed and, where applicable, acknowledged by Montreux.

8.2.2. Jaksick Documents. The Jaksick Deed duly executed and, where applicable, acknowledged by the Jaksick Estate.

8.2.3. Venturacci Documents. The Venturacci Note and the Venturacci Deed of Trust, each duly executed and, where applicable, acknowledged by Venturacci.

8.2.4. Conservation Easement Payment. Immediately available funds in the amount of One Million Five Hundred Fifteen Thousand Eight

Hundred Dollars (\$1,515,800.00), as such amount may be modified by the Interest Adjustments.

8.2.5. Closing Funds. Immediately available funds in an amount which is equal to the aggregate amount of prorations and closing costs which are allocated to the Borrower Parties in accordance with Section 8.5 below.

8.2.6. Other Instruments. Such other duly executed and/or acknowledged instruments as may be reasonably required to consummate this transaction in accordance with the terms and conditions contained in this Agreement, such as appropriate escrow instructions to Title Company and related documentation including, without limitation, instructions providing for appropriate recording and or filing of applicable conveyance documents.

8.3. Items to be Delivered by Lenders at Closing. At Closing, and as conditions precedent to the obligation of the Borrower Parties to close hereunder, Lender shall execute and/or deliver to the Borrower Parties the following items (the "Lender Deliveries"):

8.3.1. Release Agreement. The Conditional Release Agreements, each duly executed by both Lenders.

8.3.2. Other Instruments. Such other documents and instruments, duly executed and/or acknowledged, as may be reasonably required, in order to consummate this transaction in accordance with the terms and conditions of this Agreement, such as appropriate escrow instructions to Title Company.

8.4. Possession. The Borrower Parties shall cause possession of Lot 1023 to be delivered to Lenders by the Jaksick Estate at the Closing.

8.5. Closing Costs. Closing costs shall be allocated between, and paid by, Lenders and the Borrower Parties:

8.5.1. The Borrower Parties shall pay: (i) the premiums for the Title Policies; (ii) one-half (1/2) of the real property transfer taxes for the conveyance of Lot 1023; and (iii) one-half (1/2) of all escrow fees and recording costs.

8.5.2. Lenders shall pay: (i) one-half (1/2) of the real property transfer taxes for the conveyance of Lot 1023; and (ii) one-half (1/2) of all escrow fees and recording costs.

Any closing costs which are not addressed by the above allocation shall be paid by Lenders and Borrower Parties in accordance with the customary practice for similar transactions in Washoe County Nevada.

8.6. Proration. At Closing, all: (i) all real property taxes and assessments for Lot 1023; and (ii) homeowner's association fees for Lot 1023; shall be prorated between the Borrower Parties and Lenders as of the Closing Date.

8.7. Procedure for Closing. Title Company shall close the Loan Termination Escrow when (i) the Lender Contingencies and the Borrower Party Contingencies have all been satisfied or waived, (ii) all deliveries required to be made under this Agreement have been made and (iii) Title Company is in a position to (a) pay to Lenders, in immediately available funds, the amount of One Million Five Hundred Fifteen Thousand Eight Hundred Dollars (\$1,515,800.00), as such amount may be increased or decreased as a result of the prorations, allocation of the Closing costs and the Interest Adjustment, all as specified in this Agreement, (b) to issue the Title Policies, and (c) to deliver to Lenders, record and/or file those documents conveying or encumbering Lot 1023, Lot 928 and 5095 W. Acoma.

8.8. Failure To Close / Termination. In the event the Conservation Easement Escrow is terminated without the Conservation Easement Proceeds having been paid into the Conservation Easement Escrow by the NCRS, or the Conservation Easement Escrow fails to close by the Closing Deadline, this Agreement shall terminate and no party shall have any liability to another party arising therefrom.

9. Brokers. Lenders and the Borrower Parties represent and warrant to each other that neither of them have dealt with a broker, or similar party, in connection with the Loan Termination, and that neither of them have engaged in any conduct upon which a claim for a real estate commission, or a similar obligation, may be based in connection with any portion of the Loan Termination. Lenders and the Borrower Parties agree to indemnify and hold each other harmless from any breach of the representations and warranties made by this Section 9.

10. Defaults and Remedies / No Cross-Default. Upon any material default by Lenders or the Borrower Parties hereunder (including, without limitation, any breach of the Borrower Party Representations and Warranties or the Lender Representations and Warranties), the non-defaulting party shall have such remedies as may be available at law or in equity. However, after the Loan Release, Buckhorn shall not be liable to Lenders for any default of Montreux pursuant to the Montreux Note, or Montreux Deed of Trust, nor for default of Venturacci pursuant to the Venturacci Note or Venturacci Deed of Trust; Montreux shall not be liable to Lenders for any default of Venturacci pursuant to the Venturacci Note or Venturacci Deed of Trust; and Venturacci shall not be liable to Lenders for any default of Montreux pursuant to the Montreux Note or Montreux Deed of Trust.

11. Miscellaneous.

11.1. Notices. All notices, demands or other communications of any type which are contemplated or required by this Agreement (collectively, "Notices") and which are given by Lenders, by the Borrower Parties or by the Title Company (collectively, the "Notice Parties") to any other Notice Party, shall be sufficient if in writing and delivered: (i) by hand, (ii) by Federal Express or similar courier service (a "Courier Service"); (iii) by email, with delivery receipt requested; (iv) by facsimile; or (v) by United States Mail, Certified, Return Receipt Requested; delivered, sent or addressed to such Notice Party at the following applicable address, facsimile number or email address (as the case may be):

Buckhorn:	Buckhorn Land And Livestock, LLC 500 Damonte Ranch Parkway, Suite 980 Reno, Nevada 89521 Email: jaksickoffice@gmail.com
Montreux:	Montreux Development Group, LLC 500 Damonte Ranch Parkway, Suite 980 Reno, Nevada 89521 Email: jaksickoffice@gmail.com
Lenders:	c/o James L. Morgan, Esq. Henderson & Morgan, LLC 4600 Kietzke Lane, Ste. K228 Reno, NV 89502 Fax: (775) 825-7738 Email: jmorgan@hendersonmorgan.com
Title Company:	Ticor Title Company 5441 Kietzke Lane, Suite 100 Reno, NV 89511 Fax: (775) 824-3233 Email: rabecca.rich@ticortitle.com

Each Notice delivered via hand delivery or Overnight Courier shall be deemed to have been given upon receipt. Each Notice sent by facsimile or email shall be deemed received upon confirmation of a successful transmission (in the case of facsimile) or upon sender having received the requested delivery receipt (in the case of email). Each Notice sent by U.S. Mail, Certified, Return Receipt Requested, shall be deemed to have been given three (3) calendar days after such Notice has been deposited with the United States Post Office. Any time periods provided for herein during which a party may act shall not commence until such Notice is deemed to be so delivered. Either party to this Agreement may change the address for Notice specified above by notice given as provided herein to the other party.

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11.2. Survival of Provisions and No Merger. Neither the Borrower Party Representations and Warranties, nor the Lender Representations and Warranties, shall be deemed to be merged into or waived by the instruments of Closing, but shall expressly survive Closing and shall be binding on the party obligated thereby.

11.3. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Nevada and venue for any lawsuit arising from this Agreement shall be solely in Washoe County, Nevada.

11.4. Time of Essence. Time is of the essence of this Agreement.

11.5. Attorney's Fees. If it becomes necessary for either party to file a suit to enforce this Agreement or any provisions contained in this Agreement, or to seek damages for a breach, the prevailing party shall be entitled to recover, in addition to all other remedies or damages, reasonable attorney's fees incurred in such suit.

11.6. Successors and Assigns. This Agreement, and the terms, covenants and conditions contained in this Agreement, shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs and assigns. However, neither party may assign any interest hereunder without the prior written consent of the counter-party.

11.7. Exhibits. Any exhibits, to which reference is made in this Agreement, are deemed incorporated into this Agreement in their entirety:

- Exhibit A-1 - Dilts Kappeler Loan Documents
- Exhibit A-2 - Durham Loan Documents
- Exhibit B - Real Property Schedule
- Exhibit C-1 - Montreux Note (Form)
- Exhibit C-2 - Montreux Deed of Trust (Form)
- Exhibit C-3 - Jaksick Deed (Form)
- Exhibit C-4 - Venturacci Note (Form)
- Exhibit C-5 - Venturacci Deed of Trust (Form)
- Exhibit D-1 - Conditional Release of Loan Documents (Buckhorn) (Form)
- Exhibit D-2 - Conditional Release of Guaranty Agreements (Jaksick) (Form)
- Exhibit D-3 - Conditional Release of Guaranty Agreements (Venturacci) (Form)
- Exhibit E - Schedule of Conservation Easement Proceeds Payments

11.8. Further Acts. Except as otherwise provided herein, in addition to the acts contemplated to be performed, executed and delivered by the

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parties to this Agreement, the Borrower Parties and Lender hereby agree to perform, execute and deliver or cause to be performed, executed or delivered at the Closing any and all further acts, deeds and assurances as the Borrower Parties or Lender, as the case may be, may reasonably require to (a) facilitate the Loan Termination as contemplated hereby; and (b) close the transactions contemplated hereunder.

[The remainder of this page is intentionally blank; and the signature pages follow.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

LENDERS:

Walter Dilts, as Trustee of
The Dilts and Kappeler Family Trust
Dated October 28, 1999

Ralph Durham, as Trustee of
The Durham Family Trust dated
August 27, 1986

BORROWER PARTIES:

BUCKHORN LAND AND LIVESTOCK, LLC,
a Nevada limited liability company

By _____
Todd B. Jaksick,
Manager

MONTREUX DEVELOPMENT GROUP, LLC,
a Nevada limited liability company

By _____
Stanley S. Jaksick,
Manager

RANDALL L. VENTURACCI

ESCROW AGENT'S JOINDER ACCEPTING THIS AGREEMENT

The undersigned hereby acknowledges receipt of a fully executed counterpart of this Agreement; accepts such authorizations, directions and instructions as are set forth herein for the Escrow and agrees to act as Escrow holder pursuant to this Agreement and to be bound by and perform the terms of this Agreement as such terms apply to the undersigned. The escrow number for the Escrow is _____.

TICOR TITLE OF NEVADA, INC.

By: _____

Name: _____

Title: _____

LIST OF EXHIBITS TO BE ATTACHED

- Exhibit A-1 - Dilts Kappeler Loan Documents
- Exhibit A-2 - Durham Loan Documents
- Exhibit B - Real Property Schedule
- Exhibit C-1 - Montreux Note (Form)
- Exhibit C-2 - Montreux Deed of Trust (Form)
- Exhibit C-3 - Jaksick Deed (Form)
- Exhibit C-4 - Venturacci Note (Form)
- Exhibit C-5 - Venturacci Deed of Trust (Form)
- Exhibit D-1 - Conditional Release of Loan Documents
(Buckhorn) (Form)
- Exhibit D-2 - Conditional Release of Guaranty Agreements
(Jaksick) (Form)
- Exhibit D-3 - Conditional Release of Guaranty Agreements
(Venturacci) (Form)
- Exhibit E - Schedule of Conservation Easement Proceed
Payments

County Home => Assessor's Office => Property Assessment Data Search => Parcel Search

WASHOE COUNTY QUICK INFO (Summary data may not be complete representation of property)				09/03/2014	
Owner Information & Legal Description				Building Information	
APN 148-173-04				Quality	Bldg Type
Card 1 of 1				Stories	
Situs 5720 NORDEND WAY				Year Built 0	Square Feet 0
Owner 1 JAKSICK, SAMUEL S JR				W.A.Y. 0	Square Feet does not include Basement or Garage Conversion Area. Click here for Building Square Footage, Special Feature and Yard Item Details.
Mail Address 500 DAMONTE RANCH PWKY STE 980 RENO NV 89521				Bedrooms 0	
Rec Doc No 3920813 Rec Date 09/09/2010				Full Baths 0	
Prior Owner ALSB LTD ,				Half Baths 0	Finished Bsmt 0
Prior Doc 3899778 07/09/2010				Fixtures 0	Unfin Bsmt 0
Keyline Desc MONTREUX 10 LT 1023				Fireplaces 0	Bsmt Type
Subdivision MONTREUX 10				Heat Type	Gar Conv Sq Foot 0
Lot 1023 Block Sub Map# 4643				Sec Heat Type	Total Gar Area 0
Record of Survey Map Parcel Map#				Ext Walls	Gar Type
Section Township 17 Range 19 SPC				Sec Ext Walls	Det Garage 0
Tax Dist 6000 Add'l Tax Info Prior APN 148-170-04				Roof Cover	Bsmt Gar Door 0
Tax Cap Status Use does not qualify for Low Cap, High Cap Applied				%Incomplete	Sub Floor
				Obso/Bldg Adj 0	Frame
				Construction Mod 0	Units/Bldg 0
					Units/Parcel 0
Land Information					
Land Use 120	Zoning LDS	Sewer Municipal	Neighborhood JCIF		
Size 20033 SqFt	Water Muni	Street Paved	Neighborhood Map JC Neighborhoods Map		
Valuation Information		2013/14 FV	2014/15 FV	Sales/Transfer Information/Recorded Document	
Taxable Land Value	42,500	150,000	V-Code LUC Doc Date Value Grantor		
Txble Improvement Value	2,110	2,527	3BGG 120 09/09/2010 270,000	ALSB LTD ,	
Taxable Total	44,610	152,527	3BGG 120 07/09/2010 0	TOIYABE INVESTMENT CO INC,	
Assessed Land Value	14,875	52,500	3BCT 120 06/28/2010 0	TOIYABE INVESTMENT CO INC,	
Assessed Improvement Value	739	884	3BGG 120 06/25/2010 990,000	MONTREUX DEVELOPMENT GROUP LLC	
Total Assessed	15,614	53,384	3NTT 170 05/04/2006 0	MONTREUX HOMEOWNERS ASSN,	
All data on this form is for use by the Washoe County Assessor for assessment purposes only. Zoning information should be verified with the appropriate planning agency. All Parcels are reappraised each year.					

Sketch Is Not Available On-Line.

If the property sketch is not available on-line you can obtain a copy by calling (775) 328-2277 or send an email to exemptions@washoecounty.us with 'Sketch Request' in the subject line. Please include the APN.

This is a true and accurate copy of the records of the Washoe County Assessor's Office as of 09/02/2014.

APN 148-173-04; 148-173-07; 148-361-04

DOC # 3914367

08/20/2010 04:24:41 PM
Requested By
PIERRE A HASCHEFF
Washoe County Recorder
Kathryn L. Burke - Recorder
Fee: \$29.00 RPTT: \$0.00
Page 1 of 16

Recording Requested by:

Name: Pierre A. Hascheff
Address: 1029 Riverside Drive
City/State/Zip: Reno NV 89503



When Recorded Mail to:

Name: Pierre A. Hascheff
Address: 1029 Riverside Drive
City/State/Zip: Reno, Nevada 89503

for Recorders Use Only

Mail Tax Statement to Grantee:

Name: The Durham Family Trust
Address: 2385 Ridge Field Trail
City/State/Zip: Reno NV 89523; and
Name: Dilts and Kappeler Family Trust
Address: 774 Mays Blvd 10-533
City/State/Zip: Incline Village NV 89451

Deed of Trust with Assignment of Rents, Security Agreement and Fixture Filing
(Title of Document)

Please complete Affirmation Statement below:

☒ I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

-OR-

☐ I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain the social security number of a person or persons as required by law: NRS 239B.030

(State specific law)

N. Childers

Signature

N/A

Title

Nanette Childers

Print Signature

This page added to provide additional information required by NRS 111.312 Sections 1-2 and NRS 239B.030 Section 4.

This cover page must be typed or printed in black ink. (Additional recording fee applies)

MCL002295

WJ 000835

APN 148-173-04; 148-173-07; 148-361-04

After Recording Return To:
 Pierre A. Hascheff, Esq.
 P.O. Box 40667
 Reno, Nevada 89504

Mail Tax Statements to:
 The Durham Family Trust
 2385 Ridge Field Trail
 Reno, Nevada 89523; and

Dilts and Kappeler Family Trust
 774 Mays Blvd. 10-533
 Incline Village, Nevada 89451

**Deed of Trust With Assignment of Rents,
 Security Agreement and Fixture Filing**

This Deed of Trust is made this 3rd day August, 2010 between Samuel S. Jaksick, Jr. ("Trustor"), whose address is 4005 Quail Rock Lane, Reno, Nevada 89511, and Tigor Title Company, 5441 Kietzke Lane Suite 100, Reno, Nevada 89511 ("Trustee"), and The Durham Family Trust dated August 27, 1986 ("Durham") and Dilts and Kappeler Family Trust dated October 28, 1999 ("Dilts/Kappeler") (collectively "Beneficiary"). Trustor executed a series of secured guarantee agreements in connection with certain loans made by Beneficiary to Buckhorn Land and Livestock, LLC, a Nevada limited liability company ("Borrower"), each loan represented by a separate Secured Promissory Note and Deed of Trust secured by the same property described in said Deeds of Trust. In consideration of the Beneficiary partially releasing certain parcels from said Deeds of Trust, Trustor agreed to substitute certain lots in the Montreux Development located in Washoe County, Nevada, as additional collateral for the property released by Beneficiary under the Deeds of Trust executed by the Borrower. Accordingly, the lots (described below), shall serve as additional collateral for the Trustor's secured guarantees executed in favor of the Beneficiary.

1. Conveyance and Property.

1.1 Trustor does irrevocably grant, transfer, and assign to Trustee, in trust, with power of sale, all Trustor's right, title, and interest now owned or later acquired in the real property ("Land") located in Washoe County, Nevada and more particularly described in attached Exhibit A, incorporated by reference (Trustor agrees that any greater title to the Land later acquired during the term of this Deed of Trust will be subject to this Deed of Trust).

1.2 The Land, including the additional security described in Section 2, both real and personal, conveyed to Trustee under this Deed of Trust, including after acquired property and proceeds, shall be referred to in this Deed of Trust as the "Property".

48651.001

MCL002296

WJ 000836

2. **Additional Security.** Trustor also irrevocably grants, transfers, and assigns to Trustee, in trust, with power of sale, all of Trustor's right, title, and interest now owned or later acquired including the rights or interests pertaining to the Property located at, in, on, under or upon the Land including, without limitation: all right, title, and interest (including any claim or demand in law or equity) which Trustor now has or may hereafter acquired or to the Land; all easements and rights of way appurtenant to the Land including roads, rights of way on adjacent property.

3. **Assignment of Rents and Profits.** [RESERVED]

4. **Obligations Secured:** This Deed of Trust secures the following obligations (collectively "Indebtedness"):

4.1 Payment of the sums described in the following Trustor's secured guarantee agreements in favor of the Beneficiary (collectively "Guarantees"), in accordance with the terms of the Guarantees given by Trustor to Beneficiary:

1. Durham Secured Guarantee Agreement dated January 22, 2007.
2. Durham Secured Guarantee Agreement dated October 17, 2007.
3. Durham Secured Guarantee Agreement dated April 3, 2008.
4. Dilts-Kappeler Secured Guarantee Agreement dated January 22, 2007.
5. Dilts-Kappeler Secured Guarantee Agreement dated June 25, 2007.

4.2 Payment of such additional sums, with interest thereon;

4.3 As may be incurred, paid, or advanced by Beneficiary, or as may otherwise be due to Trustee or Beneficiary, under any provision of this Deed of Trust and any modification, extension, or renewal of this Deed of Trust.

5. **Covenants of Trustor.** Trustor shall maintain and protect the security of this Deed of Trust, to secure the full and timely performance by Trustor of each and every obligation, covenant, and agreement of Trustor under the Guarantees and this Deed of Trust, and as additional consideration until the entire Indebtedness has been paid in full, Trustor also covenants as follows:

5.1 **Payment Obligations.**

5.1.1 **Payment of Principal and Interest.** Trustor will promptly pay, when due, such installments of principal and interest and such prepayment, late payment, and other charges as are provided in the Guarantees, and such other amounts as are provided under this Deed of Trust or under the Loan Documents, if any.

5.1.2 **Application of Payments.** Except as otherwise expressly provided by applicable law or any other provision of this Deed of Trust and Guarantees, all payments received by Beneficiary from Trustor under the Guarantees or this Deed of Trust shall be applied by Beneficiary in the following order: (1) principal payable under the Guarantees; (2) interest payable under the Guarantees; and (3) costs, fees, charges, and advances paid or incurred by Beneficiary or payable to Beneficiary, and interest thereon pursuant to any provision of the Guarantees and this Deed of Trust.

5.2 Covenants Protecting the Property.

5.2.1 Obligation to Pay Taxes and Other Sums. Trustor will promptly pay, satisfy, and discharge; (a) prior to delinquency, all general and special taxes, and assessments, water and sewer district charges, rents and premiums affecting the Property; (b) such other amounts, chargeable against Trustor or the Property, as Beneficiary reasonably deems necessary to protect and preserve the Property, this Deed of Trust, or Beneficiary's security of the performance of Trustor's obligations under the Guarantees; (c) all encumbrances, charges, and liens on the Property, with interest on them, which, in the judgment of Beneficiary are, or appear to be, prior or superior to the lien of this Deed of Trust; (d) such other charges as Beneficiary deems reasonable for services rendered by Beneficiary at Trustor's request; and (e) all costs, fees, and expenses incurred by Beneficiary in connection with this Deed of Trust, whether or not specified in this Deed of Trust.

Upon request by Beneficiary, Trustor will promptly furnish Beneficiary with all notices of sums due for any amount specified in this Section of this Deed of Trust, and upon payment of any such sum by Trustor, Trustor will promptly furnish Beneficiary with written evidence of such payment. Should Trustor fail promptly to make any payment required under this Deed of Trust, Beneficiary may (but is not obligated) to make such payment. Trustor will notify Beneficiary immediately upon receipt of Trustor of notice of any increase in the assessed value of the Property and agrees the Beneficiary, in the name of Trustor, may (but is not obligated to) contest by appropriate proceeding such increase in assessment.

5.2.2 Condemnation. The proceeds of any reward of or claim for damages, direct or consequential, in connection with any condemnation for public use of, or injury to, the Property, or any part of the Property, or any improvements on the Property, and any payment of consideration or damages for a convenience in lieu of condemnation, or to settle or compromise any claim in connection with such condemnation or other taking, are assigned to and shall be paid to the Trustor. Trustor may commence, defend, appear in, without obligation to act, and prosecute, in the name of Trustor or Beneficiary or in both names, any action or proceeding relating to any condemnation or other taking of the authority and to settle or compromise any claim in connection with such condemnation or other taking.

5.3 Wastes. To maintain, preserve and keep the Property in good repair and condition and presenting a first class appearance at all times, and from time to time to make all necessary and property repairs, replacements and renewals in a good and workmanlike manner, and not to commit or permit any waste on or of the Property or to do anything to the Property that may impair its value.

5.4 Lien Enforcement Covenants.

5.4.1 Acceptance of Trust; Powers and Duties of Trustee. Trustee accepts this trust when this Deed of Trust is recorded. From time to time on written request of Beneficiary and presentation of this Deed of Trust for endorsement, and without affecting the personal liability of any person for payment of any Indebtedness or the performance of any obligations, Trustee may, provided the Trustor consents in writing, without liability: (a) reconvey all or any part of the Property; (b) consent to the making of any map or plat; and (c) join in any grant of easement, any declaration of covenants, conditions, and restrictions, any extension agreement, or any agreement subordinating the lien or charge of this Deed of Trust.

Except as may be required by applicable law, Trustee or Beneficiary may from time to time apply to any court of competent jurisdiction for aid and direction in the execution of the trust and the enforcement of the rights and remedies available, and may obtain orders or decrees directing, confirming, or approving acts in the execution of the trust and the enforcement of the remedies. Trustee has no obligation to notify any party of any pending sale or any action or proceeding except Trustor and Beneficiary including any action or proceeding or commenced and maintained by Trustee under this Deed of Trust. Trustee will not be obligated to perform any act required of it under this Deed of Trust unless the performance of the act is requested in writing and Trustee is reasonably indemnified and held harmless against any loss, cost, liability, or expense.

5.4.2 Substitution of Trustee. Beneficiary, at Beneficiary's option, may from time to time, by written instrument, substitute a successor or successors to any Trustee named in this Deed of Trust or acting under this Deed of Trust, which instrument, when executed and acknowledged by Beneficiary and recorded in the office of the Recorder of the county or counties in which the Property is located, shall constitute conclusive proof of the proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the predecessor Trustee, succeed to all right, title, estate, powers, and duties of such predecessor Trustee, including, without limitation, the power to reconvey the Property. To be effective, such instrument must contain the name of the original Trustor, Trustee, and Beneficiary under this Deed of Trust, the book and page at which, and the county or counties in which, this Deed of Trust is recorded, and the name and address of the substitute Trustee. If any notice of default has been recorded under this Deed of Trust, this power of substitution cannot be exercised until all costs, fees, and expenses of the then acting Trustee have been paid. Upon such payment, the then acting Trustee shall endorse receipt thereof upon the instrument of substitution. The procedure in this Deed of Trust for substitution of Trustees shall not be exclusive of other provisions for substitution provided by applicable law.

6. Trustor Representations. Trustor represents:

6.1 Authority. Trustor has the requisite power and authority to own and carry on its business as now being conducted.

6.2 Litigation. There is not now pending against or affecting the Trustor or any guarantors, nor to the knowledge of any such party is there threatened, any action, suit, or proceeding at law or in equity or before any administrative agency that, if adversely determined, would materially impair or affect their financial condition or operations.

6.3 Warranty of Title. (a) Trustor is the lawful owner of the Property, (b) Trustor will maintain and preserve the lien of this Deed of Trust until the Indebtedness has been paid in full, (c) Trustor has good, right, and lawful authority to grant the interest in the Property as provided in this Deed of Trust, and (d) Trustor will forever warrant and defend the grant made in this Deed of Trust against all claims and demands, except as are specifically set forth in this Deed of Trust.

7. Remedies.

7.1 Events of Default. The following events are each an Event of Default: (a) default in the payment of any sum of principal or interest when due under the Guarantees, or (b) the failure (without cure during the applicable period, if any, for cure) of Trustor to perform, or discharge any obligation, term, covenant, or condition of the Deed of Trust.

7.2 Power of Sale.

(a) If Beneficiary elects to foreclose by exercise of the power of sale in this Deed of Trust, Beneficiary will also deposit with Trustee this Deed of Trust, the Guarantees, and any receipts and evidence of expenditures made and secured as Trustee may require. If notice of default has been given as then required by law, and after lapse of the time that may then be required by law, after recordation of the notice of default, Trustee may, after notice of sale having been given as required by law, sell the Property at the time and place of sale fixed by it in the notice of sale, either as a whole or in separate parcels as Trustee determines, and in any order that it may determine, at public auction to the highest bidder. Trustee may postpone sale of all or any portion of the Property by public announcement at the time and place of sale, and from time to time after that may postpone the sale by public announcement at the time fixed by the preceding postponement, and without further notice make the sale at the time fixed by the last postponement; or Trustee may, in its discretion, give a new notice of sale. Beneficiary may rescind any notice of default at any time before Trustee's sale by executing a notice of rescission and recording it. The recordation of the notice will constitute a cancellation of any prior declaration of default and demand for sale and of any acceleration of maturity of Indebtedness affected by any prior declaration or notice of default. The exercise by Beneficiary of the right of rescission will not constitute a waiver of any default then existing or subsequently occurring, or impair the right of Beneficiary to execute other declarations of default and demand for sale, or notices of default and of election to cause the Property to be sold, nor otherwise affect the Guarantees or this Deed of Trust, or any of the rights, obligations, or remedies of Beneficiary or Trustee. After sale, Trustee will deliver to the purchaser its deed conveying the property sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters or facts will be conclusive proof of their truthfulness. Any person, including Trustor, Trustee, or Beneficiary, may purchase at that sale. If allowed by law, Beneficiary, if it is the purchaser, may turn in the Guarantees at the amount owing on it toward payment of the purchase price (or for endorsement of the purchase price as a payment on the Guarantees if the amount owing exceeds the purchase price).

(b) Trustee, upon the sale, will make (without any covenant or warranty, express or implied), execute and, after due payment made, deliver to a purchaser and its heirs or assigns a deed or other record of interest, as the case may be, to the Property sold, which will convey to the purchaser all the title and interest of Trustor in the Property.

7.3 Proof of Default. If there is a sale of the Property, or any part of it, and the execution of a deed for it, the recital of default and of recording notice of breach and election of sale, and of the elapsing of the required time between the recording and the following notice, and of the giving of notice of sale, and of a demand by Beneficiary that the sale should be made, the sale may be regularly and validly made on proper demand by Beneficiary. The receipt for the purchase money recited or in any deed executed to the purchaser will be sufficient discharge to the purchaser from all obligations to see to the proper application of the purchase money.

7.4 Protection of Security. If an Event of Default occurs and is continuing, Beneficiary or Trustee, without limitation to do so, with notice to and demand upon Trustor may: (a) enter on the Property in any manner and to any extent that either deems necessary to protect the security of this Deed of Trust; (b) appear in and defend any action or proceeding purporting to affect, in any manner, the obligations or the Indebtedness, the security of this Deed of Trust, or the rights or powers of Beneficiary or Trustee; (c) pay, purchase, or compromise any encumbrance, charge, or lien that in the judgment of

Beneficiary or Trustee is prior or superior to this Deed of Trust; and (d) pay necessary expenses, employ counsel, and pay reasonable attorney fees.

Provided notice is given as provided herein, Trustor agrees to repay on demand all sums expended by Trustee or Beneficiary pursuant to this Section 7.4 with interest at the Default Rate, and those sums, with interest, will be secured by this Deed of Trust.

7.5 Curing the Defaults. If Trustor at any time fails to perform or comply with any of the terms, covenants, and conditions required on Trustor's part to be performed and complied with under this Deed of Trust or the Guarantees, then Beneficiary, after ten (10) business days' written notice to Trustor and without waiving or releasing Trustor from any of the obligations, may, subject to the provisions of any of the agreements: (a) make from its own funds any payments payable by Trustor and take out, pay for, and maintain any of the insurance policies provided for; and (b) perform any other acts on the part of Trustor to be performed and enter on the Property for that purpose.

7.6 Waiver of Lien. Beneficiary or its agents, representatives, and employees may waive its lien against the Property or any portion of it, including the improvements and the personal property, to the extent that the Property is found to be environmentally impaired in accordance with Nevada law, and to exercise all rights and remedies of an unsecured creditor against Trustor and all of Trustor's assets and property for the recovery of any deficiency and environmental costs, including, but not limited to, seeking an attachment order under Nevada law.

8. Governing Law. This instrument shall be governed by the laws of the State of Nevada. In the event any provisions of this Deed of Trust or the Guarantees conflict with applicable law, such conflict shall not affect other provisions of this Deed of Trust or that can be given effect without the conflicting provisions, and to this end the provisions of this Deed of Trust and the Guarantees are declared to be severable.

9. Request for Notice. Trustor requests a copy of any Notice of Default and requests that any Notice of Sale hereunder be mailed to it at the address provided herein or such other addresses as Trustor may designate in accordance with the provisions of this Deed of Trust. Neither Trustee nor Beneficiary is under any obligation to notify any person or entity of any action or proceeding of any kind in which Trustor, Beneficiary and/or Trustee shall be a party, unless brought by Trustee or of any pending sale under any other Deed of Trust except as may otherwise be required by law.

10. Successors and Assigns. This Deed of trust applies to, inures to the benefit of, and binds, the respective heirs, legatees, administrators, executors, successors, and assigns of each of the parties hereto.

11. Miscellaneous.

11.1 No Waiver. No waiver by any party hereto of any right or remedy provided by the Guarantees, this Deed of Trust, or applicable law, shall be effective unless such waiver is in writing and subscribed by Beneficiary.

11.2 Notices. All notices, advices, demands, requests, consents, statements, satisfactions, waivers, designations, refusals, confirmations, or denials that may be required or contemplated under this

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Deed of Trust for any party to serve on or give to any other will be in writing, and, if not in writing, will not be deemed to have been given. Also, they must be either personally served or sent with return receipt requested by registered or certified mail with postage (including registration or certification charges) prepaid in a securely enclosed and sealed envelope as follows:

(a) If to Trustor, addressed to

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

(b) If to Beneficiary, addressed to

The Durham Family Trust
2385 Ridge Field Trail
Reno, Nevada 89523

Dilts and Kappeler Family Trust
774 Mays Blvd. 10-533
Incline Village, Nevada 89451

11.3 Severability. If any term, provision, covenant, or condition of this Deed of Trust or any application of it is held by a court of competent jurisdiction to be invalid, void, or unenforceable, in whole or in part, all terms, provisions, covenants, and conditions of this Deed of Trust and all applications of it not held invalid, void, or unenforceable will continue in full force and will not be affected, impaired, or invalidated.

11.4 References to Foreclosure. References in this Deed of Trust to foreclosure and related phrases are references to the appropriate procedure in connection with Trustee's private power of sale, any judicial foreclosure proceeding, and any deed given in lieu of foreclosure.

11.5 Joinder of Foreclosure. If Beneficiary holds any other or additional security for the payment of any Indebtedness or performance of any obligation, its sale or foreclosure, on any default in the payment or performance, in Beneficiary's sole discretion, may be prior to, subsequent to, or joined or otherwise contemporaneous with any sale or foreclosure. In addition to the rights in this Deed of Trust specifically conferred, Beneficiary, at any time and from time to time, may exercise any right or remedy now or later given by law to beneficiaries under deeds of trust generally, or to the holders of any obligations of the kind secured.

11.6 Copies. Trustor will promptly give to Beneficiary copies of all (a) notices of violation that Trustor receives from any governmental agency or authority, and (b) notices of default that Trustor receives under any agreement relating to the borrowing of money by Trustor from any person.

11.7 No Merger. So long as any of the Indebtedness remains unpaid or Beneficiary has any further obligation under the Loan Documents, unless Beneficiary otherwise consents in writing, the fee estate of Trustor in the Property or any part of it will not merge, by operation of law or otherwise, with any leasehold or other estate in the Property or any part of it, but will always be kept separate and

distinct, regardless of the union of the fee estate and the leasehold or other estate in Trustor or any other person.

11.8 Entire Agreement. This Deed of Trust and the other Loan Documents set forth the entire understanding between Trustor and Beneficiary and they will not be amended except by a written instrument duly executed by each of Trustor and Beneficiary. Any previous representations, warranties, agreements, and understandings among the parties regarding the subject matter of the loan or the Loan Documents, whether written or oral, are superseded by this Deed of Trust and the other Loan Documents.

11.9 Reconveyance. Upon the payment and performance of all Indebtedness, including, without limitation, Beneficiary's receipt of all sums owing and outstanding under the Guarantees, Beneficiary will deliver to Trustee a written request for reconveyance, and will surrender to Trustee for cancellation this Deed of Trust and any Guarantees or instrument evidencing the Indebtedness. However, Beneficiary will have no obligation to deliver the written request and documents until Beneficiary has been paid by Trustor, in immediately available funds, all escrow, closing, and recording costs, the costs of preparing and issuing the reconveyance, and any trustee's or reconveyance fees. On Trustee's receipt of the written request by Beneficiary and the documents, Trustee will reconvey, without warranty, the Property or that portion then held. To the extent permitted by law, the reconveyance may describe the grantee as the person or persons legally entitled and the recitals of any matters or facts in any reconveyance will be conclusive proof of the truthfulness of them. Neither Beneficiary nor Trustee will have any duty to determine the rights of persons claiming to be rightful grantees of any reconveyance. When the Property has been fully reconveyed, the last reconveyance will operate as a reassignment of all future rents, issues, and profits of the Property to the person legally entitled.

11.10 Rules of Construction. When the identity of the parties or other circumstances make it appropriate, the singular number includes the plural. In exercising any right or remedy, or taking any action provided in this Deed of Trust, Beneficiary may act through its employees, agents, or independent contractors, as authorized by Beneficiary. Wherever the context so requires in this Deed of trust, the masculine gender include, the feminine and neuter, the singular number includes the plural, and visa versa. Captions and paragraph headings used in this Deed of Trust are for convenience only, are not a part of this Deed of Trust, and shall not be used in construing it.

12. Definitions.

12.1 Beneficiary. As used in this Deed of Trust, the term "Beneficiary" shall mean and include the owner and holder (including a pledgee) of any Guarantees or Indebtedness secured by this Deed of Trust, whether or not named as Beneficiary in this Deed of Trust, and the heirs, legatees, devisees, administrators, executors, successors, and assigns of any such person.

12.2 Trustor. As used in this Deed of Trust, the term "Trustor" shall mean and include the obligor under the Guarantees, whether or not named as Trustor in this Deed of Trust, and the affiliates, subsidiaries, partners and Trustor's heirs, legatees, devisees, administrators, executors, successors in interest to the property, and assigns of any such person.

12.3 Person. As used in this Deed of trust, the word "person" shall mean and include natural persons, corporations, partnerships, unincorporated associations, joint ventures, and any other form of legal entity.

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12.4 Guarantees. As used in this Deed of Trust, the word "Guarantees" shall mean and include the Guarantees, any obligation evidenced thereby, and any other obligation secured by this Deed of Trust.

12.5 Property. As used in this Deed of Trust, the word "Property" shall mean and include the Property and any part thereof.

12.6 Deed of Trust. As used in this Deed of trust and unless the context otherwise provides, the words "in this Deed of Trust," "under this Deed of Trust" and "of this Deed of Trust" shall mean and include this Deed of Trust as a whole, rather than any particular provision of this Deed of Trust.

12.7 Default Rate. The default rate shall be eight percent (8%) per annum.

12.8 Counterpart. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute together but one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

In Witness Whereof, Trustor has executed this Deed of Trust as of the day and year first above written.

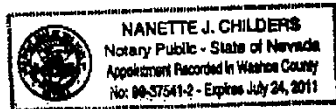
Trustor:

By

Name: Samuel S. Jaksick, Jr.

State of Nevada)
) ss.
County of Washoe)

On this 3rd day of August, 2010, personally appeared before me, a Notary Public, Samuel S. Jaksick, Jr., known or proven to me to be the person whose name is subscribed to the foregoing Deed of Trust with Assignment of Rents and Security Agreement and Fixture Filing who acknowledged that he executed the same.



Nanette J. Childers
Notary Public

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BENEFICIARY:

DURHAM FAMILY TRUST

By: _____
 Name: _____
 Title: Trustee
 Date: _____

State of Nevada)
) ss.
 County of Washoe)

On this ____ day of _____, 2010, personally appeared before me, a Notary Public,
 _____ as Trustee of the Durham Family Trust known or proven to me to be the
 person whose name is subscribed to the foregoing Deed of Trust with Assignment of Rents and Security
 Agreement and Fixture Filing who acknowledged that he executed the same.

 Notary Public

DILTS AND KAPPELER FAMILY TRUST

By: Walter B. Dilts Jr
 Name: Walter B. Dilts Jr
 Title: Trustee
 Date: 7-12-10

Oregon
 State of ~~Nevada~~)
Jackson) ss.
 County of ~~Washoe~~)

On this 12th day of July, 2010, personally appeared before me, a Notary Public,
Walter B. Dilts Jr as Trustee of the Dilts and Kappeler Family Trust, known or proven
 to me to be the person whose name is subscribed to the foregoing Deed of Trust with Assignment of
 Rents and Security Agreement and Fixture Filing who acknowledged that he executed the same.



Kathy Denise Russell
 Notary Public

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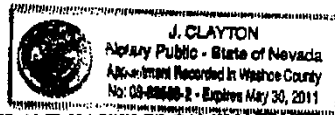
BENEFICIARY:

DURIAM FAMILY TRUST

By: Ralph Durham
 Name: RALPH DURHAM
 Title: Trustee
 Date: 7-14-2010

State of Nevada)
) ss.
 County of Washoe)

On this 14th day of JULY, 2010, personally appeared before me, a Notary Public, RALPH DURHAM as Trustee of the Durham Family Trust known or proven to me to be the person whose name is subscribed to the foregoing Deed of Trust with Assignment of Rents and Security Agreement and Fixture Filing who acknowledged that he executed the same.



[Signature]
 Notary Public

DILTS AND KAPPELER FAMILY TRUST

By: _____
 Name: _____
 Title: Trustee
 Date: _____

State of Nevada)
) ss.
 County of Washoe)

On this ____ day of _____, 2010, personally appeared before me, a Notary Public, _____ as Trustee of the Dilts and Kappeler Family Trust, known or proven to me to be the person whose name is subscribed to the foregoing Deed of Trust with Assignment of Rents and Security Agreement and Fixture Filing who acknowledged that he executed the same.

 Notary Public

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EXHIBIT "A"
(Property Description)

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WJ 000848

All that certain real property situate in the County of Washoe, State of Nevada, described as follows:

Lot 1023 of MONTREUX - UNIT 10, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on May 4, 2006, as File No. 3383699, Tract Map No. 4643.

APN: 148-173-04

All that certain real property situate in the County of Washoe, State of Nevada, described as follows:

Lot 1026 of MONTREUX - UNIT 10, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on May 4, 2006, as File No. 3383699, Tract Map No. 4643.

APN: 148-173-07

All that certain real property situate in the County of Washoe, State of Nevada, described as follows:

Lot 819 of MONTREUX - UNIT 8, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on October 5, 2005, as File No. 3287308, Tract Map No. 4550.

148-361-04



WASHOE COUNTY RECORDER

OFFICE OF THE RECORDER
KATHRYN L. BURKE, RECORDER

1001 E. NINTH STREET
POST OFFICE BOX 11130
RENO, NEVADA 89520-0027
PHONE (775) 328-3661
FAX (775) 325-8010

LEGIBILITY NOTICE

The Washoe County Recorder's Office has determined that the attached document may not be suitable for recording by the method used by the Recorder to preserve the Recorder's records. The customer was advised that copies reproduced from the recorded document would not be legible. However, the customer demanded that the document be recorded without delay as the parties rights may be adversely affected because of a delay in recording. Therefore, pursuant to NRS 247.120 (3), the County Recorder accepted the document conditionally, based on the undersigned's representation (1) that a suitable copy will be submitted at a later date (2) it is impossible or impracticable to submit a more suitable copy.

By my signing below, I acknowledge that I have been advised that once the document has been microfilmed it may not reproduce a legible copy.

N Childers

Signature

8/19/10

Date

N Childers

Printed Name

MCL002310

WJ 000850

CERTIFIED COPY

THE FOREGOING DOCUMENT IS A FULL,
TRUE AND CORRECT COPY OF THE
RECORD IN THE OFFICE OF THE COUNTY
RECORDER, WASHINGTON COUNTY, NEVADA.

WITNESS MY HAND AND SEAL THIS

8th DAY OF JAN., 20 14

LAWRENCE R. ~~REDACTED~~, COUNTY RECORDER

BY: ~~REDACTED~~ DEPUTY

Per NRS 239B the SSN may be redacted, but in no way
affects the legality of the document.

MCL002311

WJ 000851



PRELIMINARY REPORT

PROPOSED BUYER: The Durham Family Trust and The Dilts-Kappeler Family Trust

PROPOSED LENDER:

PROPERTY ADDRESS: 5720 Nordend Way, Reno, Nevada 89511

Escrow Office:
Ticor Title of Nevada, Inc.
5441 Kietzke Lane, Suite 100
Reno, Nevada 89511
Phone: (775) 824-3232 Fax: (775) 824-3233
Escrow Officer: Commercial Division
Customer No.: /

Title Office:
Ticor Title of Nevada, Inc.
5441 Kietzke Lane, Suite 100
Reno, Nevada 89511
Phone: (775) 324-7400 Fax: (775) 324-7402
Order No.: 1402860A-CD

The information contained in this report is through the date of
July 25, 2014 at 7:30 a.m.

In response to the application for a policy of title insurance referenced herein, Chicago Title Insurance Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The policy(s) of title insurance to be issued hereunder will be policy(s) of Chicago Title Insurance Company..

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

This report (and any supplements or amendments thereof) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby.

Countersigned

A handwritten signature in black ink, appearing to read 'Timothy S. Palko'.

Timothy S. Palko, Title Officer

**THE FOLLOWING REQUIREMENTS MUST BE MET PRIOR TO CLOSE
OF ESCROW:**

NONE AT THIS TIME

SCHEDULE A

The estate or interest in the land hereinafter described or referred to covered by this report is:

FEE

Title to said estate or interest at the date hereof is vested in:

TODD B. JAKSICK, STANLEY S. JAKSICK and KEVIN RILEY, Co-Executors of the Estate of SAMUEL S. JAKSICK, JR., deceased, Probate Case No. PR 13-00381 in the Second Judicial District Court of the State of Nevada, in and for the County of Washoe, wherein Letters Testamentary were issued granting Full Authority to Administer the Estate under the Independent Administration of Estates Act, a filed and certified copy of which recorded October 14, 2013, as Document No. 4289383 of Official Records

The land referred to in this Report is situate in the State of Nevada, County of Washoe and described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

SCHEDULE B

At the date hereof Exceptions to coverage in addition to the printed exceptions and exclusions in said policy form would be as follows:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof, (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.
6. Any lien or right to lien for services, labor or material not shown in the Public Records.
7. Delinquent General and special State, County and/or City property taxes, including any personal property taxes and any assessments collected with taxes, are delinquent as follows:

Assessor's Parcel No.: 148-173-04
Fiscal Year: 2012 - 2013
Total Tax: \$696.84, plus penalties and costs, if any
8. Delinquent General and special State, County and/or City property taxes, including any personal property taxes and any assessments collected with taxes, are delinquent as follows:

Assessor's Parcel No.: 148-173-04
Fiscal Year: 2013 - 2014
Total Tax: \$625.37, plus penalties and costs, if any
9. General and special State, County and/or City property taxes, including any personal property taxes and any assessments collected with taxes, payable in four (4) quarterly installments (due on or before 3rd Monday in August and 1st Monday in October, January and March, respectively) are as follows:
Assessor's Parcel No.: 148-173-04
Fiscal Year: 2014 - 2015
Total Taxes: \$1,041.64
1st Installment: \$ 260.41 OPEN
2nd Installment: \$ 260.41 OPEN
3rd Installment: \$ 260.41 OPEN
4th Installment: \$ 260.41 OPEN
10. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Nevada Revised Statutes.

11. Any liens which may be levied by reason of the Land being within the Washoe County Public Works Department, Utility Division. Specific amounts may be obtained from Washoe County Public Works Department, Phone Number (775) 954-4601.
12. Any unpaid charges for Waste Management, plus any interest and/or penalties, which would create a lien and attach to said Land, pursuant to Nevada Revised Statutes.
13. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
Granted to: SIERRA PACIFIC POWER COMPANY, a Nevada corporation
Purpose: to construct, alter, maintain, inspect, repair, reconstruct and operate one or more electric and communication facilities
Recording Date: May 10, 1995
Recording No: in Book 4300, Page 303, as Document No. 1892306, Official Records.
Affects: said utility facilities to be installed at locations mutually agreed upon by Owner of Record at time of installation and utility company
14. Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document
Recording Date: August 21, 1996
Recording No: in Book 4651, Page 787, as Document No. 2022868, Official Records.
- Modification(s) of said covenants, conditions and restrictions
Recording Date: July 10, 1997
Recording No: in Book 4921, Page 275, as Document No. 2115924, Official Records.
- Modification(s) of said covenants, conditions and restrictions
Recording Date: July 10, 1997
Recording No: in Book 4921, Page 278, as Document No. 2115925, Official Records.
- Modification(s) of said covenants, conditions and restrictions
Recording Date: October 8, 1997
Recording No: in Book 5008, Page 470, as Document No. 2149842, Official Records.
- Modification(s) of said covenants, conditions and restrictions
Recording Date: October 30, 1997
Recording No: in Book 5031, Page 415, as Document No. 2142992, Official Records.
- Modification(s) of said covenants, conditions and restrictions
Recording Date: May 1, 2000
Recording No: 2443526, Official Records.
- Modification(s) of said covenants, conditions and restrictions
Recording Date: July 27, 2000
Recording No: 2468089, Official Records.
- Modification(s) of said covenants, conditions and restrictions
Recording Date: September 13, 2000
Recording No: 2481931, Official Records.

Modification(s) of said covenants, conditions and restrictions
Recording Date: September 13, 2000
Recording No: 2481936, Official Records.

Modification(s) of said covenants, conditions and restrictions
Recording Date: November 16, 2000
Recording No: 2500206, Official Records.

Modification(s) of said covenants, conditions and restrictions
Recording Date: January 22, 2001
Recording No: 2517295, Official Records.

Modification(s) of said covenants, conditions and restrictions
Recording Date: January 31, 2001
Recording No: 2520317, Official Records.

Modification(s) of said covenants, conditions and restrictions
Recording Date: October 8, 2001
Recording No: 2603849, Official Records.

Liens and charges as set forth in the above mentioned declaration,
Payable to: **MONTREUX HOMEOWNERS ASSOCIATION**

15. Easement(s) and rights incidental thereto as delineated or as offered for dedication on Tract Map No. 4643
Recording Date: May 4, 2006
Recording No: 3383699, Official Records.
16. A deed of trust which purports to secure performance of an agreement referred to therein, and any other obligations secured thereby
Dated: August 3, 2010
Trustor/Grantor: SAMUEL S. JAKSICK, JR.
Trustee: TICOR TITLE COMPANY
Beneficiary: THE DURHAM FAMILY TRUST dated August 27, 1986 and DILTS AND KAPPELER FAMILY TRUST dated October 28, 1999
Recording Date: August 20, 2010
Recording No: 3914367, Official Records
Affects: Lot 1023 and portions of 1025A and 1026A with other land

Please note: Parcel configuration of Lot 1026 has been changed by Boundary Line adjustment Document No. 4223050. A modification of deed of trust should be recorded to correct the legal description of said deed of trust to encumber the parcels in their new configuration.

Note : The charge for a policy of title insurance, when issued through this application for title insurance, will be based on the Short Term Rate. (Not applicable to short sale transactions)

Note : There are NO conveyances affecting said Land recorded within 24 months of the date of this report.

Note : The following information is provided strictly as an accommodation. According to the Assessor, the address of the Land is as follows:

Address: 5720 Nordend Way, Reno, Nevada

Order No.: 1402860A-CD

EXHIBIT A

All that certain real property situate in the County of Washoe, State of Nevada, described as follows:

Lot 1023 of MONTREUX – UNIT 10, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on May 4, 2006, as File No. 3383699, Tract Map No. 4643.

APN: 148-173-04

MCL002318

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Order No.: 1402860A-CD

EXHIBIT A

All that certain real property situate in the County of Washoe, State of Nevada, described as follows:

Lot 1023 of MONTREUX – UNIT 10, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on May 4, 2006, as File No. 3383699, Tract Map No. 4643.

APN: 148-173-04

MCL002319

WJ 000859

ATTACHMENT ONE
CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY – 1990

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.

6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	<u>1.00%</u> of Policy Amount Shown in Schedule A or <u>\$2,500.00</u> (whichever is less)	<u>\$ 10,000.00</u>
Covered Risk 18:	<u>1.00%</u> of Policy Amount Shown in Schedule A or <u>\$5,000.00</u> (whichever is less)	<u>\$ 25,000.00</u>
Covered Risk 19:	<u>1.00%</u> of Policy Amount Shown in Schedule A or <u>\$5,000.00</u> (whichever is less)	<u>\$ 25,000.00</u>
Covered Risk 21:	<u>1.00%</u> of Policy Amount Shown in Schedule A or <u>\$2,500.00</u> (whichever is less)	<u>\$ 5,000.00</u>

2006 ALTA LOAN POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

2006 ALTA OWNER'S POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

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- (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
 5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.
- The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.

Note: Notice of Available Title Insurance and Escrow Discounts

Your transaction may qualify for one of the discounts shown below. In order to receive these discounts, you will need to contact your escrow officer or a company representative to determine if you qualify and to request the discount. Your escrow officer or company representative will provide a full description of the terms, conditions and requirements associated with each discount.

Available Title Insurance Discounts (These discounts will apply to all transactions where the company is issuing a policy of title insurance, including such transactions where the company is not providing escrow closing services.)

CREDIT FOR PRELIMINARY TITLE REPORTS AND/OR COMMITMENT CANCELLATION CHARGES ON SUBSEQUENT POLICIES

Where an order was cancelled and no major change in the title has occurred since the issuance of the original report or commitment, and the order is reopened within 24 - 36 months, all or a portion of the charge previously paid upon the cancellation of the report or commitment may be credited on a subsequent policy charge.

SHORT TERM RATE

The Short Term Rate is a reduction of the applicable insurance rate which is allowable only when the current order is placed within 60 months from the date of issuance of a prior policy of title insurance to the vested owner or an assignee of the interest insured. The short term rate is 80% of the Basic Rate. Unless otherwise stated, the reduction only applies to policies priced at 80% or greater of the basic rate. This reduction does not apply to Short Sale transactions or to any surcharge calculated on the basic rate.

PRIOR POLICY DISCOUNT (APPLICABLE TO ZONE 2, DIRECT OPERATIONS ONLY)

The Prior Policy Discount will apply when a seller or borrower provides a copy of their owner's policy upon opening escrow. The prior policy rate is 70% of the applicable owner's title premium. This discount may not be used in combination with any other discount and can only be used in transactions involving property located in Zone 2 (Zone 2 includes all Nevada counties except Clark, Lincoln and Nye) that are handled by a direct operation of the FNF Family of Companies.

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities the charge for a policy shall be 50% to 70% of the appropriate title insurance rate, depending on the type of coverage selected. This discount shall not apply to charges for loan policies issued concurrently with an owner's policy.

EMPLOYEE RATE

No charge shall be made to employees of the Company, its subsidiary or affiliated companies (including employees on approved retirement) for policies issued in connection with financing, refinancing, sale or purchase of the employee's bonafide home property. Waiver of such charges is authorized only in connection with those costs which the employee would be obligated to pay, by established custom, as a party to the transaction.

INVESTOR RATE

This rate is available for individuals, groups of individuals or entities customarily engaged in real estate investments. The parties must provide reasonable proof that they currently hold title to or have transferred title to three (3) or more investment properties in the State of Nevada within the past twelve (12) months to qualify for this rate. On a sale transaction, the investor rate is 70% of the basic rate. This reduction does not apply to any surcharge calculated on the basic rate. On a refinance transaction or where the investor is obtaining a loan subsequent to a purchase, the rate shall be 85% of the applicable rate with a minimum charge of \$385.00. The loan discount shall only apply to transactions priced under Section 5.1 B (1b) of the title insurance rate manual. This rate is available upon request only.

Available Escrow Discounts These discounts will apply only to the escrow fee portion of your settlement charges, and the discounts will apply only if the company is issuing a policy of title insurance in conjunction with providing escrow services.

SENIOR CITIZEN RATE

If a valid identification is provided, principals to a given transaction who qualify as Senior Citizens (55 year of age and over) shall be charged 70% of their portion of the escrow fee wherein a valid identification is provided. This discount shall only apply on residential resale transactions wherein the principal resides in the subject property. This discount may not be used in combination with any other escrow rate discount. This rate is available upon request only.

MILITARY DISCOUNT

Any person on active military duty or a Veteran of the U.S. Armed Forces shall be charged 80% of their portion of the escrow fee. A copy of a current military identification card or a copy of the DD-214 (Certificate of Release or Discharge from Active Duty) must be provided. This discount may not be used in combination with any other discount. This rate is for sale transaction and it is available upon request only.

FIRST TIME HOMEBUYER RATE (APPLICABLE TO ZONE 2 ONLY)

A first time homebuyer of an owner-occupied residential property shall be charged 75% of their portion of the escrow fee, provided reasonable evidence is presented that this is their first home. Applies to all counties **except** Clark, Lincoln and Nye. This discount may not be used in combination with any other discount. This rate is for sale transactions and it is available upon request only.

EMPLOYEE RATES

An employee will not be charged an escrow fee for the purchase, sale or refinance of the employee's primary residence. The employee must be a principal to the transaction and the request for waiver of fees must be submitted to Management prior to approval.

INVESTOR RATE

This rate is available for individuals, groups of individuals or entities customarily engaged in real estate transactions. The parties must provide reasonable proof that they currently hold title to or have transferred title to three (3) or more investment properties within the State of Nevada within the past twelve (12) months to qualify for this rate. The charge is 70% of their portion of the escrow fee. This discount may not be used in combination with any other discount. This rate is for sale transactions and it is available upon request, only.

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing real estate- and loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. This Privacy Notice lets you know how and for what purposes your Personal Information (as defined herein) is being collected, processed and used by FNF. We pledge that we will take reasonable steps to ensure that your Personal Information will only be used in ways that are in compliance with this Privacy Notice.

This Privacy Notice is only in effect for any generic information and Personal Information collected and/or owned by FNF, including collection through any FNF website and any online features, services and/or programs offered by FNF (collectively, the "Website"). This Privacy Notice is not applicable to any other web pages, mobile applications, social media sites, email lists, generic information or Personal Information collected and/or owned by any entity other than FNF.

Collection and Use of Information

The types of personal information FNF collects may include, among other things (collectively, "Personal Information"): (1) contact information (e.g., name, address, phone number, email address); (2) demographic information (e.g., date of birth, gender marital status); (3) Internet protocol (or IP) address or device ID/UDID; (4) social security number (SSN), student ID (SIN), driver's license, passport, and other government ID numbers; (5) financial account information; and (6) information related to offenses or criminal convictions.

In the course of our business, we may collect Personal Information about you from the following sources:

- Applications or other forms we receive from you or your authorized representative;
- Information we receive from you through the Website;
- Information about your transactions with or services performed by us, our affiliates, or others; and
- From consumer or other reporting agencies and public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others.

Information collected by FNF is used for three main purposes:

- To provide products and services to you or one or more third party service providers (collectively, "Third Parties") who are obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services that we perform for you or for Third Parties.
- To communicate with you and to inform you about FNF's, FNF's affiliates and third parties' products and services.

Additional Ways Information is Collected Through the Website

Browser Log Files. Our servers automatically log each visitor to the Website and collect and record certain information about each visitor. This information may include IP address, browser language, browser type, operating system, domain names, browsing history (including time spent at a domain, time and date of your visit), referring/exit web pages and URLs, and number of clicks. The domain name and IP address reveal nothing personal about the user other than the IP address from which the user has accessed the Website.

Cookies. From time to time, FNF or other third parties may send a "cookie" to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your

computer's hard drive and that can be re-sent to the serving website on subsequent visits. A cookie, by itself, cannot read other data from your hard disk or read other cookie files already on your computer. A cookie, by itself, does not damage your system. We, our advertisers and other third parties may use cookies to identify and keep track of, among other things, those areas of the Website and third party websites that you have visited in the past in order to enhance your next visit to the Website. You can choose whether or not to accept cookies by changing the settings of your Internet browser, but some functionality of the Website may be impaired or not function as intended. See the Third Party Opt Out section below.

Web Beacons. Some of our web pages and electronic communications may contain images, which may or may not be visible to you, known as Web Beacons (sometimes referred to as "clear gifs"). Web Beacons collect only limited information that includes a cookie number; time and date of a page view; and a description of the page on which the Web Beacon resides. We may also carry Web Beacons placed by third party advertisers. These Web Beacons do not carry any Personal Information and are only used to track usage of the Website and activities associated with the Website. See the Third Party Opt Out section below.

Unique Identifier. We may assign you a unique internal identifier to help keep track of your future visits. We may use this information to gather aggregate demographic information about our visitors, and we may use it to personalize the information you see on the Website and some of the electronic communications you receive from us. We keep this information for our internal use, and this information is not shared with others.

Third Party Opt Out. Although we do not presently, in the future we may allow third-party companies to serve advertisements and/or collect certain anonymous information when you visit the Website. These companies may use non-personally identifiable information (e.g., click stream information, browser type, time and date, subject of advertisements clicked or scrolled over) during your visits to the Website in order to provide advertisements about products and services likely to be of greater interest to you. These companies typically use a cookie or third party Web Beacon to collect this information, as further described above. Through these technologies, the third party may have access to and use non-personalized information about your online usage activity.

You can opt-out of online behavioral services through any one of the ways described below. After you opt-out, you may continue to receive advertisements, but those advertisements will no longer be as relevant to you.

- You can opt-out via the Network Advertising Initiative industry opt-out at <http://www.networkadvertising.org/>.
- You can opt-out via the Consumer Choice Page at www.aboutads.info.
- For those in the U.K., you can opt-out via the IAB UK's industry opt-out at www.youronlinechoices.com.
- You can configure your web browser (Chrome, Firefox, Internet Explorer, Safari, etc.) to delete and/or control the use of cookies.

More information can be found in the Help system of your browser. Note: If you opt-out as described above, you should not delete your cookies. If you delete your cookies, you will need to opt-out again.

When Information Is Disclosed By FNF

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To agents, brokers, representatives, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers who provide services or perform marketing services or other functions on our behalf;
- To law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

In addition to the other times when we might disclose information about you, we might also disclose information when required by law or in the good-faith belief that such disclosure is necessary to: (1) comply with a legal process or applicable laws; (2) enforce this Privacy Notice; (3) respond to claims that any materials, documents, images, graphics, logos, designs, audio, video and any other information provided by you violates the rights of third parties; or (4) protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep the Personal Information that is disclosed to us secure. We provide Personal Information and non-Personal Information to our subsidiaries, affiliated companies, and other businesses or persons for the purposes of processing such information on our behalf and promoting the services of our trusted business partners, some or all of which may store your information on servers outside of the United States. We require that these parties agree to process such information in compliance with our Privacy Notice or in a similar, industry-standard manner, and we use reasonable efforts to limit their use of such information and to use other appropriate confidentiality and security measures. The use of your information by one of our trusted business partners may be subject to that party's own Privacy Notice. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We also reserve the right to disclose Personal Information and/or non-Personal Information to take precautions against liability, investigate and defend against any third-party claims or allegations, assist government enforcement agencies, protect the security or integrity of the Website, and protect the rights, property, or personal safety of FNF, our users or others.

We reserve the right to transfer your Personal Information, as well as any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets. We also cannot make any representations regarding the use or transfer of your Personal Information or other information that we may have in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors, and you expressly agree and consent to the use and/or transfer of your Personal Information or other information in connection with a sale or transfer of some or all of our assets in any of the above described proceedings. Furthermore, we cannot and will not be responsible for any breach of security by any third parties or for any actions of any third parties that receive any of the information that is disclosed to us.

Privacy Notice
Effective: January 24, 2014

Information from Children

We do not collect Personal Information from any person that we know to be under the age of thirteen (13). Specifically, the Website is not intended or designed to attract children under the age of thirteen (13). You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Privacy Notice, and to abide by and comply with this Privacy Notice. In any case, you affirm that you are over the age of 13, as **THE WEBSITE IS NOT INTENDED FOR CHILDREN UNDER 13 THAT ARE UNACCOMPANIED BY HIS OR HER PARENT OR LEGAL GUARDIAN.**

Parents should be aware that FNF's Privacy Notice will govern our use of Personal Information, but also that information that is voluntarily given by children – or others – in email exchanges, bulletin boards or the like may be used by other parties to generate unsolicited communications. FNF encourages all parents to instruct their children in the safe and responsible use of their Personal Information while using the Internet.

Privacy Outside the Website

The Website may contain various links to other websites, including links to various third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites. Other than under agreements with certain reputable organizations and companies, and except for third party service providers whose services either we use or you voluntarily elect to utilize, we do not share any of the Personal Information that you provide to us with any of the websites to which the Website links, although we may share aggregate, non-Personal Information with those other third parties. Please check with those websites in order to determine their privacy policies and your rights under them.

European Union Users

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Under California's "Shine the Light" law, California residents who provide certain personally identifiable information in connection with obtaining products or services for personal, family or household use are entitled to request and obtain from us once a calendar year information about the customer information we shared, if any, with other businesses for their own direct marketing uses. If applicable, this information would include the categories of customer information and the names and addresses of those businesses with which we shared customer information for the immediately prior calendar year (e.g., requests made in 2013 will receive information regarding 2012 sharing activities).

To obtain this information on behalf of FNF, please send an email message to privacy@fnf.com with "Request for California Privacy Information" in the subject line and in the body of your message. We will provide the requested information to you at your email address in response.

Please be aware that not all information sharing is covered by the "Shine the Light" requirements and only information on covered sharing will be included in our response.

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If you have additional questions or comments, please let us know by sending your comments or requests to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer
(888) 934-3354
privacy@fnf.com

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EFFECTIVE AS OF: JANUARY 24, 2014

LAST UPDATED: JANUARY 24, 2014

McQuaid, Brian

From: Todd Jaksick <tjaksick@gmail.com>
Sent: Wednesday, September 03, 2014 7:40 PM
To: McQuaid, Brian
Cc: Stan Jaksick (ssj3232@aol.com); Kevin Riley; Jessica Clayton
Subject: Re: Lot 1023

Yes Durhan and Dilts currently have that lot as security

Todd
(775)771-2122

On Sep 3, 2014, at 5:49 PM, "McQuaid, Brian" <bmcquaid@mclrenolaw.com> wrote:

Todd, Stan & Kevin,

Bob Sader called me today to fill me in on the agreement between Buckhorn and Dilts & Durham that involves, in part, the conveyance to Dilts & Durham of Montreux Lot 1023 which is owned by the probate estate. He needed to know what we need to do from the probate estate side of things with respect to getting the necessary approvals for the conveyance of this final probate lot out of the estate. In discussing it, Sader was under the impression that Lot 1023 is currently owned free and clear and is not subject to any existing deed of trust. To the contrary, I have always been under the impression that Lot 1023 is currently subject to a deed of trust in favor of Dilts & Durham.

Can you please confirm whether or not there currently exists a deed of trust against Lot 1023 in favor of Dilts & Durham or anyone else?

Thanks,

Brian

Brian C. McQuaid, Esq.
Maupin, Cox & LeGoy
4785 Caughlin Parkway
Reno, Nevada 89519
Phone: 775-827-2000
Fax: 775-827-2185
email: bmcquaid@mclrenolaw.com

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From: Robert M Sader [<mailto:rmsader@sbcglobal.net>]
Sent: Wednesday, September 03, 2014 2:29 PM
To: McQuaid, Brian
Subject: Lot 1023

Brian:

Attached is the Loan Termination Agreement stating that Lot 1023 will be conveyed to the lenders.

Bob

Robert M. Sader, Esq.
Robert M. Sader, Ltd., a Professional Corporation
8600 Technology Way, Suite 101
Reno, Nevada 89521
(775) 329-8310
(775) 329-8591 fax
NEW EMAIL:
rmsader@robertmsaderltd.com

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<ag loan term.docx>

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

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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.

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

MCL002333

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Dotson, Doris

From: LeGoy, Bob
Sent: Wednesday, September 03, 2014 2:33 PM
To: Dotson, Doris
Cc: McQuaid, Brian
Subject: Fwd: Executed Agreement and Consent to Proposed Action/Promissory Note/Security Agreement and Letter to Wendy

Doris, please email the letter to Wendy Jaksick. Thanks

Sent from my iPhone

Begin forwarded message:

From: Stan Jaksick <ssj3232@aol.com>
Date: September 3, 2014 at 1:49:50 PM PDT
To: "LeGoy, Bob" <lrlegoy@mclrenolaw.com>
Cc: Jessica Clayton <jtcclaytone@aol.com>, "tjaksick@gmail.com" <tjaksick@gmail.com>, "Kevin Riley (kevin@rmb-cpa.com)" <kevin@rmb-cpa.com>, "McQuaid, Brian" <bmcquaid@mclrenolaw.com>
Subject: Re: Executed Agreement and Consent to Proposed Action/Promissory Note/Security Agreement and Letter to Wendy

Hey Guys

I did leave Bob a message, even though Its depressing to read, the letter looks good to me.

Thanks

Stan

Sent from my iPhone

On Sep 3, 2014, at 12:18 PM, "LeGoy, Bob" <lrlegoy@mclrenolaw.com> wrote:

Jess, I have not heard from either of them. Both Kevin and Brian say they like it, so I only need to hear from Stan after Todd texted you. You can let me and Brian know what Stan says if that is easiest for everyone. I appreciate that everyone is ok with the low key approach. Thanks for doing the tough job of coordinating us.

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

Maupin, 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@mclrenolaw.com

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From: Jessica Clayton [<mailto:jtcaytone@aol.com>]
Sent: Wednesday, September 03, 2014 12:08 PM
To: LeGoy, Bob
Cc: tjaksick@gmail.com; ssj3232@aol.com
Subject: Re: Executed Agreement and Consent to Proposed Action/Promissory Note/Security Agreement and Letter to Wendy

Hi Bob,

Has anyone called you? I texted both Stan and Todd. Todd is in and out of service, but he sent me a text a few minutes ago that said "I wouldn't try and change it - it's factual and to the point and consistent with what she's already been told". I have not heard back from Stan but perhaps he or both have called you??

:) Jess

-----Original Message-----

From: LeGoy, Bob <lrlegoy@mclrenolaw.com>
To: 'Jessica Clayton' <jtcaytone@aol.com>
Sent: Wed, Sep 3, 2014 8:49 am
Subject: RE: Executed Agreement and Consent to Proposed Action/Promissory Note/Security Agreement and Letter to Wendy

Jess, Please have Todd or Stan call me this morning about this letter. I would like to send it before I leave if that is possible. If they cannot call me, would you please call me? Thanks

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

Maupin, 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@mclrenolaw.com

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From: LeGoy, Bob
Sent: Tuesday, September 02, 2014 3:40 PM
To: 'Jessica Clayton'

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

Jess, Thanks for alerting me. I noticed that when Kevin responded. He said my letter is accurate. I responded that is good since I already sent it to Wendy and her daughter. I do not mind their input, but it lessens our ability to make changes to it. Let me know what Todd and Stan say about the letter and tell them we can't significantly change it. Thanks again.

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

Maupin, 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@mclrenolaw.com

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From: Jessica Clayton [<mailto:jtclaytone@aol.com>]
Sent: Tuesday, September 02, 2014 3:35 PM
To: LeGoy, Bob
Subject: Re: Executed Agreement and Consent to Proposed Action/Promissory Note/Security Agreement and Letter to Wendy

Hi Bob,

I tried to call you, but just wanted to let you know that when I sent out the executed agreement Wendy and Lexi were in the addresses so your email response and attachment did go to them as well.

Thank you,

Jess

-----Original Message-----

From: LeGoy, Bob <lrlegoy@mclrenolaw.com>
To: 'Jessica Clayton' <jtclaytone@aol.com>; ssj3232 <ssj3232@aol.com>; tjaksick <tjaksick@gmail.com>; jaksickhome <jaksickhome@live.com>; a.smrt <a.smrt@yahoo.com>
Cc: kevin <kevin@rmb-cpa.com>; McQuaid, Brian <bmcquaid@mclrenolaw.com>
Sent: Tue, Sep 2, 2014 3:08 pm
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
(775) 827-2000
(775) 827-2185 (facsimile)
Legal Assistant: Doris A. Dotson
lrlegoy@mclrenolaw.com

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From: Jessica Clayton [<mailto:jtclaytone@aol.com>]
Sent: Tuesday, September 02, 2014 2:09 PM
To: ssj3232@aol.com; tjaksick@gmail.com; jaksickhome@live.com; a.smrt@yahoo.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

McQuaid, Brian

From: McQuaid, Brian
Sent: Tuesday, August 19, 2014 2:49 PM
To: 'Jessica Clayton'
Cc: tjaksick@gmail.com; LeGoy, Bob; Stan Jaksick (ssj3232@aol.com); 'Kevin Riley'
Subject: RE: Options for Loan to Trust
Attachments: Loan Documents - SSJ Issue Trust loan.pdf

Jess, attached please find the documents I've prepared for the \$115K loan from the SSJ's Issue Trust to the Family Trust and secured by the Toiyabe stock. Please let me know if you have any questions.

Thanks,

Brian

Brian C. McQuaid, Esq.
Maupin, Cox & LeGoy
4785 Caughlin Parkway
Reno, Nevada 89519
Phone: 775-827-2000
Fax: 775-827-2185
email: bmcquaid@mclrenolaw.com

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From: Jessica Clayton [mailto:jtclaytone@aol.com]
Sent: Tuesday, August 19, 2014 9:07 AM
To: McQuaid, Brian
Cc: tjaksick@gmail.com; LeGoy, Bob
Subject: Re: Options for Loan to Trust

Oh thank you Brian....

And yes. There are two certificates for the same amount (one for Sam Trust and one for Stan's Trust) They each have 27,500 shares on each stock certificate.

-----Original Message-----

From: McQuaid, Brian <bmcquaid@mclrenolaw.com>
To: 'Jessica Clayton' <jtclaytone@aol.com>
Cc: tjaksick <tjaksick@gmail.com>; LeGoy, Bob <lrlegoy@mclrenolaw.com>
Sent: Tue, Aug 19, 2014 8:38 am
Subject: RE: Options for Loan to Trust

Thanks Jess, I'm going to work on this today and will email out the documents this afternoon. Quick question, is there a physical stock certificate that has been issued for the Toiyabe stock? How many shares does Sam's Trust own?

Brian C. McQuaid, Esq.

Maupin, Cox & LeGoy
4785 Caughlin Parkway
Reno, Nevada 89519
Phone: 775-827-2000
Fax: 775-827-2185
email: bmcquaid@mclrenolaw.com

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From: Jessica Clayton [<mailto:jtclaytone@aol.com>]
Sent: Monday, August 18, 2014 4:14 PM
To: jtclaytone@aol.com; McQuaid, Brian
Cc: tjaksick@gmail.com
Subject: Re: Options for Loan to Trust

I'm sorry - I wanted to clarify my email. As you know the Trust is in dire need of the loan, so that's why we tried a Notice of Proposed Action by ourselves, so if there's any way to put a rush on this, it would be greatly appreciated so we can start sending checks out.

Thanks again Brian :)

-----Original Message-----

From: Jessica Clayton <jtclaytone@aol.com>
To: bmcquaid@mclrenolaw.com <bmcquaid@mclrenolaw.com>
Cc: tjaksick@gmail.com <tjaksick@gmail.com>
Sent: Mon, Aug 18, 2014 4:03 pm
Subject: Fwd: Options for Loan to Trust

Hi Brian,

Below is are the loan points you all discussed today. Todd and I took a stab at a Notice of Proposed Action, but I'm sure you will have some edits. I have attached it in case you wanted it.

Thank you,

Jess

-----Original Message-----

From: Jessica Clayton <jtclaytone@aol.com>
To: ssj3232@aol.com <ssj3232@aol.com>; Kevin <kevin@rmb-cpa.com>
Cc: tjaksick@gmail.com <tjaksick@gmail.com>
Sent: Fri, Aug 15, 2014 4:50 pm
Subject: Options for Loan to Trust

Hi Stan and Kev,

As you know, the trust needs \$225,000 for August and September 2014. Todd mentioned that you guys discussed these two different avenues to pursue in order to get a quick loan to the Trust. After further analysis of your discussions, he likes the idea of splitting the loans between the two options to not overburden either lender.

In the splitting approach - \$115,000 would be loaned from SSJ Issue Trust and the other \$115,000 would be loaned from TBJ SC Trust.

When Bronco Billy's funds are hopefully released in approximately October, the intent would be to pay down at least \$50,000 on each loan.

THE ISSUE TRUST

- Get Notice of proposed action signed
- SSJ Issue loans to Sam's Trust \$115,000
- SSJ Issue secures Toiyabe's stock that the Trust owns. (Bob or Brian to prepare Loan/Security Agreement and record it)
- 2-year loan
- 6% interest only with balloon at the end of 2 years
- Payments made semi-annually

TBJ SC TRUST

- Is a Notice of proposed action needed to secure Buckhorn stock?
- TBJ SC Trust loans to Sam's Trust \$112,500
- TBJ SC Trust secures the Buckhorn stock the trust owns (Bob or Brian to prepare Loan/Security Agreement and record it)
- 2-year loan
- 6% interest only with balloon at the end of 2 years
- Payments made semi-annually

AGREEMENT AND CONSENT TO PROPOSED ACTION

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

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

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

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

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

Dated: _____, 2014

THE SSJ'S ISSUE TRUST

By _____
Todd B. Jaksick, Trustee

THE SAMUEL S JAKSICK JR FAMILY TRUST

By _____
Stanley S. Jaksick, Co-Trustee

By _____
Todd B. Jaksick, Co-Trustee

PRIMARY BENEFICIARIES:

Todd B. Jaksick

Stanley S. Jaksick

Wendy Ann Jaksick

Alexi Smrt

PROMISSORY NOTE

\$115,000.00

Reno, Nevada

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

Principal and interest are payable as follows:

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

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

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

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

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

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

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

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

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

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

Dated: _____, 2014.

THE SAMUEL S. JAKSICK, JR. FAMILY TRUST

By _____
Todd B. Jaksick, Co-Trustee

By _____
Stanley S. Jaksick, Co-Trustee

500 Damonte Ranch Parkway, Suite 980
Reno, Nevada 89521

SECURITY AGREEMENT

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

I. CREATION OF SECURITY INTEREST

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

II. OBLIGATIONS SECURED

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

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

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

III. DESCRIPTION OF COLLATERAL

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

IV. CLASSIFICATION OF COLLATERAL

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

V.
PERFECTION OF SECURITY INTEREST

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

VI.
VOTING, DIVIDENDS, AND OTHER RIGHTS

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

VII.
TAXES, ASSESSMENTS, AND LIENS

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

VIII.
DEFINITION OF DEFAULT

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

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

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

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

IX. ACCELERATION

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

X. SECURED PARTY'S RIGHTS AND REMEDIES

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

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

XI. RIGHTS AND REMEDIES OF DEBTOR

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

XII.
WAIVER OF NOTICE

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

XIII.
EXECUTION OF DOCUMENTS

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

XIV.
MISCELLANEOUS

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

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

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

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

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

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

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

Dated: _____, 2014.

"DEBTOR"

THE SAMUEL S. JAKSICK, JR. FAMILY TRUST

By _____
Todd B. Jaksick, Co-Trustee

By _____
Stanley S. Jaksick, Co-Trustee

500 Damonte Ranch Parkway, Suite 980
Reno, Nevada 89521

"SECURED PARTY"

THE SSJ'S ISSUE TRUST

By _____
Todd B. Jaksick, Trustee

500 Damonte Ranch Parkway, Suite 980
Reno, Nevada 89521

McQuaid, Brian

From: Jessica Clayton <jtclaytone@aol.com>
Sent: Monday, August 18, 2014 4:04 PM
To: McQuaid, Brian
Cc: tjaksick@gmail.com
Subject: Fwd: Options for Loan to Trust
Attachments: SSIssue_\$115kloan_AGREEMENT AND CONSENT TO PROPOSED ACTION.wpr.doc

Hi Brian,

Below is are the loan points you all discussed today. Todd and I took a stab at a Notice of Proposed Action, but I'm sure you will have some edits. I have attached it in case you wanted it.

Thank you,

Jess

-----Original Message-----

From: Jessica Clayton <jtclaytone@aol.com>
To: ssj3232 <ssj3232@aol.com>; Kevin <kevin@rmb-cpa.com>
Cc: tjaksick <tjaksick@gmail.com>
Sent: Fri, Aug 15, 2014 4:50 pm
Subject: Options for Loan to Trust

Hi Stan and Kev,

As you know, the trust needs \$225,000 for August and September 2014. Todd mentioned that you guys discussed these two different avenues to pursue in order to get a quick loan to the Trust. After further analysis of your discussions, he likes the idea of splitting the loans between the two options to not overburden either lender.

In the splitting approach - \$115,000 would be loaned from SSJ Issue Trust and the other \$115,000 would be loaned from TBJ SC Trust.

When Bronco Billy's funds are hopefully released in approximately October, the intent would be to pay down at least \$50,000 on each loan.

THE ISSUE TRUST

- Get Notice of proposed action signed
- SSJ Issue loans to Sam's Trust \$115,000
- SSJ Issue secures Toiyabe's stock that the Trust owns. (Bob or Brian to prepare Loan/Security Agreement and record it)
- 2-year loan
- 6% interest only with balloon at the end of 2 years
- Payments made semi-annually

TBJ SC TRUST

- Is a Notice of proposed action needed to secure Buckhorn stock?
- TBJ SC Trust loans to Sam's Trust \$112,500
- TBJ SC Trust secures the Buckhorn stock the trust owns (Bob or Brian to prepare Loan/Security Agreement and record it)
- 2-year loan

- 6% interest only with balloon at the end of 2 years
- Payments made semi-annually

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 The Samuel S. Jaksick Jr. Family Trust, (the "Family Trust"), Stanley S. Jaksick and Todd B. Jaksick, as the Co-Trustees and Todd B. Jaksick, Stanley S. Jaksick, Wendy Ann Jaksick, Alexi Smrt, as the "Primary Beneficiaries" of the Family Trust with reference to the following facts:

- A. 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 Trustee.
- B. The Family Trust is in need of \$225,000 for its operational costs for the months of August and September 2014.
- C. The Trustee and Primary Beneficiaries of the Issue Trust and Co-Trustees and Primary Beneficiaries of the Family Trust have all agreed that it is in the best interest of Issue Trust and Family Trust to have the Issue Trust loan the Family Trust \$115,000.
- D. To provide security for the loan of \$115,000, the Family Trust, its Co-Trustees, and its Primary Beneficiaries agree to encumber the entire stock of Toiyabe Investments Co. that the Family Trust owns.
- E. The Family Trust's Co-Trustees and Primary Beneficiaries agree to pay at least \$50,000 down on this \$115,000 note once the Bronco Billy's funds are received.

BASED UPON THE FOREGOING, the Trustee of the Issue Trust, the Primary Beneficiaries, the Family Trust, Co-Trustees and the Primary Beneficiaries:

- 1. Incorporation 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 all agree and consent to the transactions in the recitals above, specifically including, but not limited to:

- a. The consent for the Trustee of the Issue Trust to utilize \$115,000 to loan to the Family Trust.
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.

Dated: _____, 2014

THE SSJ'S ISSUE TRUST

By _____
Todd B. Jaksick, Trustee

PRIMARY BENEFICIARIES:

Todd B. Jaksick

Stanley S. Jaksick

Wendy Ann Jaksick

**THE SAMUEL S JAKSICK JR FAMILY
TRUST**

by _____
Stanley S. Jaksick, Co-Trustee

By _____
Todd B. Jaksick, Co-Trustee

PRIMARY BENEFICIARIES:

Todd B. Jaksick

Stanley S. Jaksick

Wendy Ann Jaksick

Alexi Smrt

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 000896

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.

MCL002357

WJ 000897

Dotson, Doris

From: Jessica Clayton <jtclaytone@aol.com>
Sent: Monday, August 11, 2014 12:03 PM
To: McQuaid, Brian; Dotson, Doris
Cc: kevin@rmb-cpa.com; ssj3232@aol.com; LeGoy, Bob; Procter Hug IV; tjaksick@gmail.com
Subject: Re: Monday conference call

Hi guys,

My apologies for not explaining our dilemma with the conference call in line. Unfortunately our old carrier "Arkadin" is requiring the account be charged to a credit card each month now. I've researched several other options and they all require credit card usage for payment, and our telephone carrier Charter doesn't have conference call options. If we were still with AT&T I could probably order each call the way Doris does.

As you all are aware, the trust nor the estate has a credit card and Todd was hesitant on using another business credit card and combining any expenses with other companies. Do you have a suggestion? I have emailed the manager of Arkadin to see if they would accept a cash deposit in lieu of a credit card, but have not heard back from them.

Needless to say, we do not have a call in number until we can figure out another option. I am also trying to reach Todd, but I received an email from him that he had to run to one of the ranches as a pipe broke and they needed help fixing it. I'm hoping he will be available for the 1pm conference call. In any event, I was hoping either Doris could order us a call in number again please each week, including today or if you guys have any suggestions or are ok with us using a different business card, please let me know.

Thanks so much,

Jess

-----Original Message-----

From: McQuaid, Brian <bmcquaid@mclrenolaw.com>
To: 'Todd Jaksick' <tjaksick@gmail.com>
Cc: Jessica Clayton <jtclaytone@aol.com>; kevin <kevin@rmb-cpa.com>; ssj3232 <ssj3232@aol.com>; LeGoy, Bob <lrlegoy@mclrenolaw.com>; Procter Hug IV <phugIV@mclrenolaw.com>
Sent: Mon, Aug 4, 2014 1:05 pm
Subject: RE: Monday conference call

We don't have a call in number per se. Doris just set the last couple up on an individual basis.

I could try to individually conference everyone in piece-by-piece, but I'll need everyone's phone number to call....

Brian C. McQuaid, Esq.
Maupin, Cox & LeGoy
4785 Caughlin Parkway
Reno, Nevada 89519
Phone: 775-827-2000
Fax: 775-827-2185
email: bmcquaid@mclrenolaw.com

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From: Todd Jaksick [<mailto:tjaksick@gmail.com>]
Sent: Monday, August 04, 2014 1:03 PM
To: McQuaid, Brian
Cc: Jessica Clayton; kevin@rmb-cpa.com; ssj3232@aol.com; LeGoy, Bob; Procter Hug IV
Subject: Re: Monday conference call

Yes - Brian I think we need your call in number Jess is out and I don't have a new call in # from her

Todd
(775)771-2122

On Aug 4, 2014, at 12:58 PM, "McQuaid, Brian" <bmcquaid@mclrenolaw.com> wrote:

I haven't heard anything back from anyone. Are we still having a call in a couple minutes?

Brian C. McQuaid, Esq.
Maupin, Cox & LeGoy
4785 Caughlin Parkway
Reno, Nevada 89519
Phone: 775-827-2000
Fax: 775-827-2185
email: bmcquaid@mclrenolaw.com

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From: McQuaid, Brian
Sent: Monday, August 04, 2014 12:06 PM
To: 'Jessica Clayton'; kevin@rmb-cpa.com; tjaksick@gmail.com; ssj3232@aol.com
Cc: LeGoy, Bob; Procter Hug IV
Subject: Monday conference call

All, it's my understanding that today's call at 1pm is just going to be with myself and Procter in order to discuss the payment of certain creditors and potential assets to sell. Bob is not planning on joining us unless there are other issues you need to discuss with him.

A few quick things. Jess, is there a conference call bridge set up for this call at 1pm? Also, Kevin, please email us a list of assets and upcoming creditor payments that we all should go off of. I know you mentioned going off the 706 as far as an asset list, but we haven't received a copy of that yet. Also, Todd, it would be helpful to have a list of the creditor payments you want to talk about.

Thanks and please let me know if anyone has any questions.

Brian

Brian C. McQuaid, Esq.
Maupin, Cox & LeGoy
4785 Caughlin Parkway
Reno, Nevada 89519
Phone: 775-827-2000
Fax: 775-827-2185
email: bmcquaid@mclrenolaw.com

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Dotson, Doris

From: McQuaid, Brian
Sent: Monday, August 11, 2014 12:08 PM
To: 'Jessica Clayton'; Dotson, Doris
Cc: kevin@rmb-cpa.com; ssj3232@aol.com; LeGoy, Bob; Procter Hug IV; tjaksick@gmail.com
Subject: RE: Monday conference call

Jess, I believe at the end of our call last week we decided to skip today's conference call and reconvene next Monday. Am I incorrect on that?

Brian C. McQuaid, Esq.
Maupin, Cox & LeGoy
4785 Caughlin Parkway
Reno, Nevada 89519
Phone: 775-827-2000
Fax: 775-827-2185
email: bmcquaid@mclrenolaw.com

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From: Jessica Clayton [mailto:jtclaytone@aol.com]
Sent: Monday, August 11, 2014 12:03 PM
To: McQuaid, Brian; Dotson, Doris
Cc: kevin@rmb-cpa.com; ssj3232@aol.com; LeGoy, Bob; Procter Hug IV; tjaksick@gmail.com
Subject: Re: Monday conference call

Hi guys,

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Thanks so much,

Jess

-----Original Message-----

From: McQuaid, Brian <bmcquaid@mclrenolaw.com>

To: 'Todd Jaksick' <tjaksick@gmail.com>

Cc: Jessica Clayton <jtclaytone@aol.com>; kevin <kevin@rmb-cpa.com>; ssj3232 <ssj3232@aol.com>; LeGoy, Bob <lrlgoy@mclrenolaw.com>; Procter Hug IV <phugIV@mclrenolaw.com>

Sent: Mon, Aug 4, 2014 1:05 pm

Subject: RE: Monday conference call

We don't have a call in number per se. Doris just set the last couple up on an individual basis.

I could try to individually conference everyone in piece-by-piece, but I'll need everyone's phone number to call....

Brian C. McQuaid, Esq.

Maupin, Cox & LeGoy

4785 Caughlin Parkway

Reno, Nevada 89519

Phone: 775-827-2000

Fax: 775-827-2185

email: bmcquaid@mclrenolaw.com

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From: Todd Jaksick [<mailto:tjaksick@gmail.com>]

Sent: Monday, August 04, 2014 1:03 PM

To: McQuaid, Brian

Cc: Jessica Clayton; kevin@rmb-cpa.com; ssj3232@aol.com; LeGoy, Bob; Procter Hug IV

Subject: Re: Monday conference call

Yes - Brian I think we need your call in number Jess is out and I don't have a new call in # from her

Todd

(775)771-2122

On Aug 4, 2014, at 12:58 PM, "McQuaid, Brian" <bmcquaid@mclrenolaw.com> wrote:

I haven't heard anything back from anyone. Are we still having a call in a couple minutes?

Brian C. McQuaid, Esq.

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From: McQuaid, Brian

Sent: Monday, August 04, 2014 12:06 PM

To: 'Jessica Clayton'; kevin@rmb-cpa.com; tjaksick@gmail.com; ssj3232@aol.com

Cc: LeGoy, Bob; Procter Hug
Subject: Monday conference call

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Thanks and please let me know if anyone has any questions.

Brian

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Dotson, Doris

From: Kevin Riley <kevin@rmb-cpa.com>
Sent: Monday, August 11, 2014 12:09 PM
To: McQuaid, Brian; 'Jessica Clayton'; Dotson, Doris
Cc: ssj3232@aol.com; LeGoy, Bob; Procter Hug IV; tjaksick@gmail.com
Subject: RE: Monday conference call

Yes that was my understanding as well.

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@mclrenolaw.com>]
Sent: Monday, August 11, 2014 12:08 PM
To: 'Jessica Clayton'; Dotson, Doris
Cc: Kevin Riley; ssj3232@aol.com; LeGoy, Bob; Procter Hug IV; tjaksick@gmail.com
Subject: RE: Monday conference call

Jess, I believe at the end of our call last week we decided to skip today's conference call and reconvene next Monday.
Am I incorrect on that?

Brian C. McQuaid, Esq.
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From: Jessica Clayton [<mailto:jtclaytone@aol.com>]
Sent: Monday, August 11, 2014 12:03 PM
To: McQuaid, Brian; Dotson, Doris
Cc: kevin@rmb-cpa.com; ssj3232@aol.com; LeGoy, Bob; Procter Hug IV; tjaksick@gmail.com
Subject: Re: Monday conference call

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Thanks so much,

Jess

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From: McQuaid, Brian <bmcquaid@mclrenolaw.com>

To: 'Todd Jaksick' <tjaksick@gmail.com>

Cc: Jessica Clayton <jtclaytone@aol.com>; Kevin <kevin@rmb-cpa.com>; ssj3232 <ssj3232@aol.com>; LeGoy, Bob <lrlgoy@mclrenolaw.com>; Procter Hug IV <phugIV@mclrenolaw.com>

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From: Todd Jaksick [<mailto:tjaksick@gmail.com>]

Sent: Monday, August 04, 2014 1:03 PM

To: McQuaid, Brian

Cc: Jessica Clayton; kevin@rmb-cpa.com; ssj3232@aol.com; LeGoy, Bob; Procter Hug IV

Subject: Re: Monday conference call

Yes - Brian I think we need your call in number Jess is out and I don't have a new call in # from her

Todd

(775)771-2122

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Dotson, Doris

From: Jessica Clayton <jtclaytone@aol.com>
Sent: Monday, August 11, 2014 12:24 PM
To: kevin@rmb-cpa.com; McQuaid, Brian; Dotson, Doris
Cc: ssj3232@aol.com; LeGoy, Bob; Procter Hug IV; tjaksick@gmail.com
Subject: Re: Monday conference call

Ok, perfect. Gives me one more week to figure it out. I was out of the office for 10+ days.

Kevin, how do you feel about us using a company card for the conference call line if that's our only option and then the Trust reimburse the card?

-----Original Message-----

From: Kevin Riley <kevin@rmb-cpa.com>
To: McQuaid, Brian <bmcquaid@mclrenolaw.com>; 'Jessica Clayton' <jtclaytone@aol.com>; Dotson, Doris <ddotson@mclrenolaw.com>
Cc: ssj3232 <ssj3232@aol.com>; LeGoy, Bob <lregoy@mclrenolaw.com>; Procter Hug IV <phugIV@mclrenolaw.com>; tjaksick <tjaksick@gmail.com>
Sent: Mon, Aug 11, 2014 12:08 pm
Subject: RE: Monday conference call

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Kevin Riley, CPA
Rossmann MacDonald & Benetti, CPA's
3838 Watt Avenue, Suite E-500
Sacramento, CA 95821
Email: Kevin@rmb-cpa.com
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McQuaid, Brian

From: McQuaid, Brian
Sent: Wednesday, June 25, 2014 10:42 AM
To: 'Jessica Clayton'
Cc: kevin@rmb-cpa.com; Todd Jaksick (tjaksick@gmail.com); Stan Jaksick (ssj3232@aol.com)
Subject: RE: BHC payment to Ag Credit

Jess, after talking to Todd this morning to get more details on it, Kevin & I discussed it and I think we have clarified some of our questions/concerns and have straightened things out. Kevin is going to be calling to go over it, but the long and short of it is that you should be able to make payment directly to American Ag Credit based on the Continuing Guarantee executed by the Trust. With regard to the Buckhorn payment, that should probably be treated more as a loan from the trust to Buckhorn for payment, so it should probably be run through the Buckhorn account.

Thanks,

Brian

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From: Jessica Clayton [<mailto:jtclaytone@aol.com>]
Sent: Tuesday, June 24, 2014 12:23 PM
To: McQuaid, Brian
Cc: kevin@rmb-cpa.com
Subject: Fwd: BHC payment to Ag Credit

Hi Brian,

Hope all is well. I asked Kevin this question below but he wanted me to contact you.

Sam's Trust will be paying a portion of the annual loan payments to American Ag Credit for Bright Holland (his percentage) due 7/1/14 and Metlife for Buckhorn (his percentage). Would I write Sam's portion directly to the banks or should I deposit in the entity account and then write check from entity?

I'm hoping to get these checks out by Friday.

Thank you for your help

Jess

-----Original Message-----

From: Kevin Riley <kevin@rmb-cpa.com>
To: Jessica Clayton <jtcaytone@aol.com>
Sent: Tue, Jun 24, 2014 11:43 am
Subject: RE: BHC payment to Ag Credit

We need to get brian involved.

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
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From: Jessica Clayton [<mailto:jtcaytone@aol.com>]
Sent: Tuesday, June 24, 2014 11:35 AM
To: Kevin Riley
Cc: tjaksick@gmail.com
Subject: BHC payment to Ag Credit

Hey there Kev,

Do I pay Ag Credit directly from Sam's account for his portion and then write a separate check from BHC? Or do I deposit funds into BHC from Sam and pay all from BHC. I think we did the first one before or paid it all from Sam and then reimbursed Sam the portion BHC could afford to pay?

Thank you,

Jess

McQuaid, Brian

From: McQuaid, Brian
Sent: Thursday, June 12, 2014 4:45 PM
To: 'Jessica Clayton'
Cc: ssj3232@aol.com; tjaksick@gmail.com; LeGoy, Bob; kevin@rmb-cpa.com
Subject: RE: Kevin email
Attachments: Agreement Consent - Income Distributions (June 2014).pdf

Jess, attached is the Agreement and Consent that we have prepared with regard to the distribution of the notes. Please let me know if anyone has any questions or changes. Otherwise, please go ahead and circulate for signatures.

Thanks,

Brian

Brian C. McQuaid, Esq.
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From: Jessica Clayton [<mailto:jtcclaytone@aol.com>]
Sent: Friday, June 06, 2014 2:05 PM
To: McQuaid, Brian
Cc: ssj3232@aol.com; tjaksick@gmail.com; LeGoy, Bob; kevin@rmb-cpa.com
Subject: Kevin email

Hi Brian,

Kevin did send Wendy an email updating her on the June 4th trust distribution. Could you please prepare the Agreement Consent of Proposed Action?

Thank you and have a wonderful weekend!

Jess