

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 5**

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

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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
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Settlement Agreement and Release – Exhibit 584	1/31/2019	1	WJ 0194 - 0201
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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 5** 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

AGREEMENT AND CONSENT TO PROPOSED ACTION

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

A. The Grantor of the Family Trust, Samuel S. Jaksick, Jr. ("Sam"), died on April 21, 2013. At the time of Sam's death, the Family Trust was the owner of certain notes receivable from Todd B. Jaksick, Bright-Holland Co., and Jaksick Family LLC (the "Notes").

B. It has been determined by Kevin Riley, CPA, the accountant for the Family Trust, that federal income taxes attributable to the Family Trust for its first fiscal year would be approximately \$250,000. Such income taxes would be due and payable on July 15, 2014. At the present time, the Family Trust does not have sufficient cash to satisfy such federal income tax liability.

C. The Co-Trustees and the Primary and Secondary Beneficiaries of the Family Trust have all agreed that it is in the best interests of the Family Trust, the Primary and Secondary Beneficiaries, and all future beneficiaries of the Family Trust and all creditors of the Family Trust for an in-kind income distribution to be made of the Notes from the Family Trust to the Primary Beneficiaries in order pass out approximately \$406,365 of the trust income to the Primary Beneficiaries in order to transfer the income tax liability from the Family Trust to the Primary Beneficiaries and defer the ultimate due date for the federal income taxes relating thereto until April 15, 2015. True and correct copies of the Assignments of the Notes are attached hereto and incorporated herein by reference.

D. It is estimated that the in-kind income distribution will shift approximately \$190,000 of the federal income tax liability from the Family Trust to the Primary Beneficiaries (or in the case of Wendy, to the Wendy Ann Jaksick Smrt Trust to be established pursuant to The Samuel S. Jaksick, Jr. Family Trust Agreement (As Restated), as amended). Due to the lack of available cash or liquidity in the Family Trust, the Primary Beneficiaries all acknowledge and agree that it is in the best interests of the Family Trust, the Primary and Secondary Beneficiaries, and all future beneficiaries of the Family Trust for them to receive the in-kind income distribution of the Notes as well as the responsibility to pay the attendant federal income tax liabilities relating thereto. The Co-Trustees and the Primary and Secondary Beneficiaries further acknowledge and understand that the IRS can potentially challenge the distribution of the Notes as being a preferential transfer and potentially impose fiduciary or transferee liability on them for such amounts distributed to the extent there remains outstanding unpaid income and/or estate tax liability for Sam and/or the Family Trust. This could potentially require the return of the Notes to the Family Trust in order to satisfy the unpaid income tax liabilities of either Sam or the Family Trust, among other potential remedies.

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

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

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

2. Agreement and Consent to Proposed Action. The Co-Trustees of the Family Trust, the Primary Beneficiaries, Secondary Beneficiary, and all the minor and unborn issue of the Primary and Secondary Beneficiaries all agree and consent to the transactions described in the recitals above, specifically including, but not limited to, the distribution of the Notes from the Family Trust to the Primary Beneficiaries pursuant to the Assignments attached hereto.

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

4. LEGAL REPRESENTATION AND WAIVERS OF CONFLICT. THIS AGREEMENT HAS BEEN PREPARED BY THE LAW FIRM OF MAUPIN, COX & LEGOY IN THEIR CAPACITY AS ATTORNEYS FOR THE CO-TRUSTEES OF THE FAMILY TRUST. ALL OF THE OTHER PARTIES HAVE BEEN ADVISED AND REPRESENTED IN THIS MATTER BY THE LAWYERS THEY HAVE VOLUNTARILY SELECTED OR THEY HAVE VOLUNTARILY WAIVED THEIR RIGHTS AND OPPORTUNITIES TO BE INDIVIDUALLY REPRESENTED IN THE FORMATION OF THIS AGREEMENT. CERTAIN OF THE PARTIES TO THIS AGREEMENT, INCLUDING TODD B. JAKSICK, HAVE PREVIOUSLY BEEN AND CONTINUE TO BE REPRESENTED IN RELATED AND UNRELATED MATTERS BY THE LAW FIRM OF MAUPIN, COX & LEGOY. ALL SIGNATORIES TO THIS AGREEMENT HEREBY GIVE THEIR INFORMED CONSENTS TO THE REPRESENTATIONS DESCRIBED IN THIS PARAGRAPH WITH RESPECT TO THIS MATTER AND OTHER RELATED TRANSACTIONS AND WAIVE ANY

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

Dated: _____, 2014.

THE SAMUEL S. JAKSICK, JR. FAMILY TRUST

By _____
Todd B. Jaksick, Co-Trustee

By _____
Stanley S. Jaksick, Co-Trustee

PRIMARY BENEFICIARIES

Todd B. Jaksick

Stanley S. Jaksick

Wendy Ann Jaksick

SECONDARY BENEFICIARY

Alexi Smrt

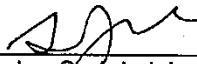
**ASSIGNMENT
OF
NOTE PAYABLE**

Stanley S. Jaksick and Todd B. Jaksick, as Co-Trustees of the Samuel S. Jaksick, Jr. Family Trust, hereby grant, transfer, and assign to Stanley S. Jaksick, as Trustee of the Stanley S. Jaksick 2013 Revocable Trust, that interest of the Samuel S. Jaksick, Jr. Family Trust and Samuel S. Jaksick, Jr. in the undocumented Note Payable by Bright-Holland Co., a Nevada corporation, that entitles the assignee to exactly \$117,831.89 of principal and the corresponding interest accrued thereon of \$17,623.14.

Dated: June 4, 2014.

THE SAMUEL S. JAKSICK, JR. FAMILY
TRUST and SAMUEL S. JAKSICK, JR.

By


Stanley S. Jaksick, Trustee

By


Todd B. Jaksick, Trustee

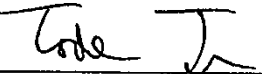
**ASSIGNMENT
OF
NOTE PAYABLE**

Stanley S. Jaksick and Todd B. Jaksick, as Co-Trustees of the Samuel S. Jaksick, Jr. Family Trust, hereby grant, transfer, and assign to Todd B. Jaksick and Stanley S. Jaksick, as Co-Trustees of the Wendy Ann Jaksick Smrt Trust, all the interest of the Samuel S. Jaksick, Jr. Family Trust and Samuel S. Jaksick, Jr. in the undocumented Note Payable by Bright-Holland Co., a Nevada corporation, that entitles the assignee to exactly \$115,299.08 of principal and the corresponding interest accrued thereon of \$17,244.33.

Dated: June 4, 2014.

THE SAMUEL S. JAKSICK, JR. FAMILY
TRUST and SAMUEL S. JAKSICK, JR.

By 
Stanley S. Jaksick, Trustee

By 
Todd B. Jaksick, Trustee

June 11, 2014

Bob Le Goy
Maupin Cox & Le Goy
P.O. Box 30000
Reno, NV 89520

Re: Sam Jaksick, Jr.

Dear Mr. Le Goy:

It is my understanding that you are handling the estate of Samuel S. Jaksick, Jr. We are in the process of closing John P. Fowler's files, and came across the enclosed original promissory note signed by Lisa and Stan Jaksick. Because you are handling Mr. Jaksick's estate, you are probably in the best position to determine what to do with the note.

Should you have any questions please do not hesitate to contact us.

Sincerely yours,



Shawn G. Pearson

SGP/clk
Enclosure

McQuaid, Brian

From: McQuaid, Brian
Sent: Wednesday, June 11, 2014 2:56 PM
To: 'Todd Jaksick'
Cc: LeGoy, Bob; Stan Jaksick (ssj3232@aol.com); 'Kevin Riley'
Subject: RE: Fiduciary duty list

Todd, as we discussed, there really are only two annual requirements as far as fiduciary reporting is concerned.

1. The first is the need to file annual federal income tax returns for the trusts. This will apply to both the Family Trust and the SSJ Issue Trust. In addition, once the new subtrust is established for Wendy's share of the Family Trust, annual income tax returns will need to be filed for that trust as well. Kevin will obviously be able to assist you in complying with these tax reporting obligations.
2. The only other annual reporting requirement is the annual accountings that need to be provided to the beneficiaries of the various trusts, including both the Family Trust and the SSJ Issue Trust, as well as Wendy's new subtrust under the Family Trust. I've previously emailed you the accounting statutes, which I've again included at the end of this email. The accountings are required to be provided to each current beneficiary and each remainder beneficiary. Therefore, for the Family Trust, the accounting must be provided to Todd, Stan, Wendy, Luke, Alexi, Benjamin, Amanda, Regan, Sydney, and Sawyer. For Wendy's separate subtrust under the Family Trust, the accountings are required to be provided to her, Luke, and Alexi. For the SSJ Issue Trust, the accountings are required to be provided to Todd, Stan, Wendy, Luke, Alexi, Benjamin, Amanda, Regan, Sydney, Sawyer, and all future issue of Sam.

Here is the statute that sets forth the form of accounting:

NRS 165.135 Accounts.

1. The trustee of a nontestamentary trust shall furnish to each beneficiary an account in accordance with the provisions of NRS 165.122 to 165.149, inclusive.
2. At a minimum, the trustee shall furnish an account to each beneficiary in accordance with the terms and conditions stated in the trust instrument. The cost of each account must be allocated to income and principal as provided in the trust instrument.
3. Except as otherwise provided in this section, an account provided by a trustee to a beneficiary who is entitled to an account pursuant to NRS 165.122 to 165.149, inclusive, must include:
 - (a) A statement indicating the accounting period;
 - (b) With respect to the trust principal:
 - (1) The trust principal held at the beginning of the accounting period, and in what form held, and the approximate market value thereof at the beginning of the accounting period;
 - (2) Additions to the trust principal during the accounting period, with the dates and sources of acquisition;
 - (3) Investments collected, sold or charged off during the accounting period;
 - (4) Investments made during the accounting period, with the date, source and cost of each investment;
 - (5) Any deductions from the trust principal during the accounting period, with the date and purpose of each deduction; and
 - (6) The trust principal, invested or uninvested, on hand at the end of the accounting period, reflecting the approximate market value thereof at that time;
 - (c) With respect to trust income, the trust income:
 - (1) On hand at the beginning of the accounting period, and in what form held;
 - (2) Received during the accounting period, when and from what source;
 - (3) Paid out during the accounting period, when, to whom and for what purpose; and
 - (4) On hand at the end of the accounting period and how invested;

(d) A statement of unpaid claims with the reason for failure to pay them; and

(e) A brief summary of the account.

4. In lieu of the information required to be provided by a trustee to a beneficiary pursuant to subsection 3, a trustee may provide to such a beneficiary a statement indicating the accounting period and a financial report of the trust which is prepared by a certified public accountant and which summarizes the information required by paragraphs (b) to (e), inclusive, of subsection 3. Upon request, the trustee shall make all the information used in the preparation of the financial report available to each beneficiary who was provided a copy of the financial report.

5. For the purposes of NRS 165.122 to 165.149, inclusive, the information provided by a trustee to a beneficiary pursuant to subsection 4 shall be deemed to be an account.

(Added to NRS by 1967, 360; A 1991, 821; 1999, 2384; 2011, 1477)

And here are the statutes dealing with the demand for accounting and time frames:

NRS 165.139 Request for annual account by beneficiary; liability for failure to provide required account.

Notwithstanding any provision to the contrary in the trust instrument:

1. If the amount distributable to a current beneficiary is affected by the amount of administrative expenses or is affected by the allocation of receipts and disbursements to income or principal, the trustee shall, upon request, provide an account annually to the current beneficiary. An account provided to a current beneficiary pursuant to this subsection must comply with the provisions of subsection 3 or 4 of NRS 165.135, except to the extent that the current beneficiary agrees otherwise in writing.

2. Except as otherwise provided in this subsection, upon request, an account must be provided annually to each remainder beneficiary of an irrevocable trust. A beneficiary who has been eliminated by the exercise of a power of appointment has no right to request or receive an account pursuant to this subsection.

3. A trustee, at the expense of the trust, may provide:

(a) An unrequested account to one or more beneficiaries at any time; and

(b) More information to beneficiaries, including, without limitation, remote beneficiaries, than is required under the trust instrument or by law.

4. Unless the court determines that there is clear and convincing evidence that the trustee was acting in good faith, a trustee who fails to provide an account when required pursuant to NRS 165.122 to 165.149, inclusive, is personally liable to each beneficiary who requested the account in writing for all costs reasonably incurred by each such beneficiary to enforce NRS 165.122 to 165.149, inclusive, including, without limitation, reasonable attorney's fees and court costs. The trustee may not expend trust funds therefor.

(Added to NRS by 2011, 1473)

NRS 165.141 Written demand for account by beneficiary; acceptance or rejection of demand by trustee. A beneficiary may send a written demand for an account pursuant to NRS 165.122 to 165.149, inclusive, to the trustee in accordance with the following procedure:

1. The demand on the trustee must be sent to the trustee or to the trustee's attorney of record and the demand must include, without limitation:

(a) The identity of the demanding beneficiary, including the beneficiary's mailing address or the address of the beneficiary's attorney;

(b) The accounting period for which an account is demanded; and

(c) The nature and extent of the account demanded and the legal basis for the demand.

2. Within 14 days after the trustee has received a demand for an account from a beneficiary, the trustee shall notify the demanding beneficiary of the trustee's acceptance or rejection of the demand. The trustee shall:

(a) Provide an account within 60 days after receipt of the demand, unless that time is modified by consent of the beneficiary or by order of the court if the trustee accepts the beneficiary's demand for an account; or

(b) Set forth the grounds for rejecting the beneficiary's demand for an account in the notice of rejection and inform the beneficiary that the beneficiary has 60 days in which to petition the court to review the rejection if the trustee rejects the beneficiary's demand for an account.

3. The demand by the beneficiary and the notice of acceptance or rejection of the demand by the trustee must be delivered by first-class mail, personal delivery or commercial carrier. If delivery of the demand or of the notice is in dispute, proof of delivery may be established by a return receipt or other proof of delivery provided by the person making the delivery or by affidavit of the person who arranged for the delivery setting forth the delivery address, the method of delivery arranged for and the actions taken by that person to arrange for the delivery.

4. If the trustee fails to accept or reject a beneficiary's demand for an account as required by subsection 2, the beneficiary's demand shall be deemed rejected.

(Added to NRS by 2011, 1474)

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.

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

From: Todd Jaksick [mailto:tjaksick@gmail.com]
Sent: Tuesday, May 27, 2014 6:01 PM
To: McQuaid, Brian; LeGoy, Bob; Todd Jaksick
Subject: Fiduciary duty list

Hi Bob / Brian thank you for continuing to prepare a detailed / simple annual fiduciary duty requirement list for dad's trust that Kevin Stan and I can help make sure we meet the annual requirements - can you also please do a similar list for the ssj issue trust - maybe it's the same but if not will you fine tune for the ssj issue trust - so you know to date over past years dad or I ever sent anything out to tbj issue or ssj issue - we have never done anything except have meetings and do notice of proposed action for the Tahoe buy in with ssj insurance \$ so this would be the first time sending anything is sent to beneficiaries - who is Todd - Wendy - Stan - only correct or is Lexi part of that notice also ?
Thank you

Todd
(775)771-2122

McQuaid, Brian

From: Jessica Clayton <jtclaytone@aol.com>
Sent: Friday, June 06, 2014 2:26 PM
To: McQuaid, Brian; LeGoy, Bob
Subject: Fwd: Sam's family trust

Here ya go Brian :)

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

From: Todd Jaksick <tjaksick@gmail.com>
To: Jessica Clayton <jtclaytone@aol.com>
Sent: Fri, Jun 6, 2014 2:25 pm
Subject: Fwd: Sam's family trust

Todd
(775)771-2122

Begin forwarded message:

From: Kevin Riley <kevin@rmb-cpa.com>
Date: June 5, 2014 at 4:30:52 PM PDT
To: Todd Jaksick <tjaksick@gmail.com>, "ssj3232@aol.com" <ssj3232@aol.com>
Subject: FW: Sam's family trust

Todd and Stan

I forgot to circulate the email in advance. Sorry. But this is what I sent to wendy.

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

Wendy,

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

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

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

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

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

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

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

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

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

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McQuaid, Brian

From: Stan Jaksick <ssj3232@aol.com>
Sent: Monday, August 29, 2016 12:51 PM
To: McQuaid, Brian
Cc: Kevin Riley; Todd Jaksick; LeGoy, Bob; Jessica Clayton
Subject: Re: Demand letter from Wendy's lawyer

877-650-2602
8356111#

Sent from my iPhone

On Aug 29, 2016, at 12:44 PM, McQuaid, Brian <bmcquaid@mcllawfirm.com> wrote:

We have a call scheduled for 1pm today, right? What call in number should Bob & I use?

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

<image001.jpg>

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From: McQuaid, Brian
Sent: Friday, August 26, 2016 11:52 AM
To: 'Kevin Riley'; Todd Jaksick
Cc: Stan Jaksick; LeGoy, Bob; Mann, Sue
Subject: RE: Demand letter from Wendy's lawyer

Ok, lets plan on Monday at 1pm.

Have a good weekend and we'll talk on Monday.

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

Voice mail from American Express re: Jaksick

2/11/15

This is a message for attorney Bob LeGoy in regards to the estate of Samuel Jaksick. This is Warren Anderson from DCM services company attempting to collect an outstanding bill for our client American Express. Please call me at 866-234-0504. Our office is open from 7am to 7pm central time Monday through Thursday and 7 to 5 on Friday. Thank you.

MCL002386

WJ 000926

* * * Communication Result Report (Oct. 5. 2017 3:36PM) * * *

1}

Date/Time: Oct. 5. 2017 3:34PM

File	No. Mode	Destination	Pg(s)	Result	Page Not Sent
1470	Memory TX	8822388	P. 2	OK	

Sam Schrader - Robert LeGoy

Reason for error

E. 1) Hang up or line fail
E. 3) No answer
E. 5) Exceeded max. E-mail size

E. 2) Busy
E. 4) No facsimile connection
E. 6) Destination does not support IP-Fax

MAUPIN, COX & LeGOY

Attorneys at Law

4785 Caughlin Parkway
Reno, Nevada 89519
P. O. Box 30,000
Reno, Nevada 89520

Telephone (775) 827-2000

Facsimile (775) 827-2185

FAX

TO: Stan Jakaick	FROM: L. Robert LeGoy, Jr., Esq.
COMPANY:	DATE: 10/5/17
FAX NO.: 882-2388	PAGES: 2
RE: Atsignment of Jackrabbitt	CC:
Original Will Not Follow <input checked="" type="checkbox"/>	Original To Follow <input type="checkbox"/>

COMMENTS:

IF YOU EXPERIENCE PROBLEMS WITH THE ABOVE TRANSMISSION, PLEASE
CALL DORIS AT (775) 827-2000.

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MCL002387

WJ 000927

MAUPIN, COX & LeGOY

Attorneys at Law

4785 Caughlin Parkway
Reno, Nevada 89519
P. O. Box 30,000
Reno, Nevada 89520

Telephone (775) 827-2000

Facsimile (775) 827-2185

FAX

TO: Stan Jaksick

FROM: L. Robert LeGoy, Jr., Esq.

COMPANY:

DATE: 10/5/17

FAX NO.: 882-2388

PAGES: 2

RE: Assignment of Jackrabbit

CC:

Original Will Not Follow ☒ X

Original To Follow ☐

COMMENTS: _____

**IF YOU EXPERIENCE PROBLEMS WITH THE ABOVE TRANSMISSION, PLEASE
CALL DORIS AT (775) 827-2000.**

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MCL002388

WJ 000928

ASSIGNMENT OF MEMBERSHIP INTERESTS

Without consideration, STANLEY JAKSICK II 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) 7.5187 Class A units to Stanley S. Jaksick and Todd B. Jaksick, as Co-Trustees of The Wendy Jaksick Trust under The Samuel S. Jaksick, Jr. Family Trust Agreement (Restated).

(2) 1.8797 Class A units to Kevin Riley, as Trustee of The Samuel S. Jaksick, Jr. Irrevocable Grandchild Trust No. 2.

Dated: _____, 2017. STANLEY JAKSICK II LLC

By: _____
Stanley S. Jaksick, Manager

McQuaid, Brian

From: McQuaid, Brian
Sent: Monday, December 15, 2014 1:13 PM
To: 'Jessica Clayton'; kevin@rmb-cpa.com; LeGoy, Bob
Cc: ssj3232@aol.com; tjaksick@gmail.com
Subject: RE: FIB Renewal docs for Line of Credit

Jess, it looks alright to me, I have no objections. Thanks.

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:jtclyatone@aol.com>]
Sent: Monday, December 15, 2014 12:50 PM
To: kevin@rmb-cpa.com; McQuaid, Brian; LeGoy, Bob
Cc: ssj3232@aol.com; tjaksick@gmail.com
Subject: FIB Renewal docs for Line of Credit

Hi Brian,

Attached are the renewal docs for the First Independent Bank/Western Alliance line of credit of Sam's. It's an extension until 1/31/15. Would you be able to please review before we give back to the bank and make sure all looks ok?

Thanks so much,

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
12-10-14	Nov. 30, 2014 interest payment due	\$680.24
	Total Amount Due	\$680.24

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

MCL002391

WJ 000931

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:	<u>The Samuel S Jaksick Jr. Family Trust</u>	("Borrower")
Legal Name of Lending Institution:	<u>Western Alliance Bank</u>	("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: 12-11-14

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.

CHANGE IN TERMS AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$445,277.42	11-30-2014	01-31-2015	17006321		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

Principal Amount: \$445,277.42

Date of Agreement: November 30, 2014

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, LTD DATED SEPTEMBER 20, 2010 AND 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 NOVEMBER 30, 2014, TO JANUARY 31, 2015.

APPLICABLE FEES AND INTEREST DUE ARE A CONDITION TO THIS CHANGE IN TERMS AGREEMENT AND ARE REFLECTED IN THE DISBURSEMENT REQUEST & 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 November 30, 2014, until paid in full.

PAYMENT. Borrower will pay this loan in one principal payment of \$445,277.42 plus interest on January 31, 2015. This payment due on January 31, 2015, will be for all principal and all accrued interest not yet paid. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning December 20, 2014, with all subsequent interest payments to be due on the same day of each month after that. Unless otherwise agreed or required by applicable law, payments will be applied to Finance Charges first; then to unpaid principal; then to late charges and other charges. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

VARIABLE INTEREST RATE. The interest rate on this loan is subject to change from time to time based on changes in an independent index which is the Prime Rate as calculated and published by the Wall Street Journal. When a range of rates has been published, the higher rate of the rates will be used as the index. Adjustments to the interest rate on this Note will take effect on the effective date of changes in the index (the "Index"). The index is not necessarily the lowest rate charged by Lender on its loans. If the index becomes unavailable during the term of this loan, Lender may designate a substitute index after notifying Borrower. Lender will tell Borrower the current index rate upon Borrower's request. The interest rate change will not occur more often than each day. Borrower understands that Lender may make loans based on other rates as well. The index currently is 3.250% per annum. Interest on the unpaid principal balance of this loan will be calculated as described in the "INTEREST CALCULATION METHOD" paragraph using a rate of 1.000 percentage point over the index, adjusted if necessary for any minimum and maximum rate limitations described below, resulting in an initial rate of 5.500% per annum based on a year of 360 days. **NOTICE:** Under no circumstances will the interest rate on this loan be less than 5.500% per annum or more than the maximum rate allowed by applicable law.

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 rate stated in the loan documents.

PREPAYMENT. 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. 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. 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.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this

MCL002393

WJ 000933

**CHANGE IN TERMS AGREEMENT
(Continued)**

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.

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 *APF*)

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$25.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

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.

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.

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 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.

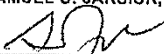
CHANGE IN TERMS AGREEMENT
(Continued)

PRIOR TO SIGNING THIS AGREEMENT, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS AGREEMENT, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE AGREEMENT.

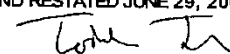
BORROWER:

THE SAMUEL S. JAKSICK, JR. FAMILY TRUST OATED 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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MCL002395

WJ 000935



000000000017006321034511302014

DISBURSEMENT REQUEST AND AUTHORIZATION

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$445,277.42	11-30-2014	01-31-2015	17006321		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 Variable Rate Nondisclosable Loan to a Trust for \$445,277.42 due on January 31, 2015. 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: 60-DAY EXTENSION OF LOAN ORIGINALLY USED FOR BUSINESS INVESTMENTS.

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 Director 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 (11/30/14)	

Note Principal:	\$445,277.42
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CHARGES PAID IN CASH. Borrower has paid or will pay in cash as agreed the following charges:

Prepaid Finance Charges Paid in Cash:	\$0.00
Other Charges Paid in Cash:	\$680.24
\$680.24 Interest due 11/30/14	

Total Charges Paid in Cash:	\$680.24
-----------------------------	----------

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 NOVEMBER 30, 2014.

MCL002396

WJ 000936

DISBURSEMENT REQUEST AND AUTHORIZATION
(Continued)

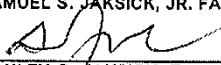
Loan No: 17006321

Page 2

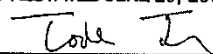
BORROWER:

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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MCL002397

WJ 000937

LeGoy, Bob

From: LeGoy, Bob
Sent: Wednesday, June 04, 2014 5:52 AM
To: McQuaid, Brian; Jessica Clayton
Cc: Todd Jaksick; Kevin Riley; ssj3232@aol.com
Subject: RE: trust distribution

Team, I can talk any time after 10. I have a 2 pm phone conference, but I can change that if necessary. Let me know.
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: McQuaid, Brian
Sent: Tuesday, June 03, 2014 10:00 PM
To: Jessica Clayton
Cc: Todd Jaksick; Kevin Riley; LeGoy, Bob; ssj3232@aol.com
Subject: Re: trust distribution

I'm going to be out of the office tomorrow morning, but would then be available after about 11am or so on through the afternoon. But if you need to have it before then, Bob can always fill me in.

Brian

Sent from my iPad

On Jun 3, 2014, at 9:16 PM, "Jessica Clayton" <jtclaytone@aol.com> wrote:

Hi all,

What time might work for you tomorrow? Todd is available EXCEPT from 10:30a to noon.

Thank you,

McQuaid, Brian

From: Kevin Riley <kevin@rmb-cpa.com>
Sent: Tuesday, June 03, 2014 7:48 PM
To: LeGoy, Bob; McQuaid, Brian
Cc: Todd Jaksick; ssj3232@aol.com
Subject: trust distribution

Gentlemen,

I have estimated the income taxes for the trust to be approximately \$250,000 payable on July 15.

If we do an inkind distribution of \$500,000 by June 4, 2014, I can reduce the tax burden at the trust level to under \$20k. This would effectively push out \$500k of income to the beneficiaries but hopefully that could be managed. That tax (whatever it might be) would be payable April 15, 2015.

The problem is finding suitable assets to distribute. The in-kind distribution rule indicates that the value of the deduction is the lesser of basis or value.

Suitable assets include:

Toiyabe s-corp stock – valued at \$895,000 for the estate and basis is \$740k.

Note receivable from Todd \$122k
Note receivable from TBJ SC Trust \$62k –
Note receivable from Bright Holland \$244k
Note receivable from Jaksick Family LLC \$329k (probably worthless)

The alsb note is not a really good option (because of security interests and other reasons)

Personal property \$78k (including Ferrari)

Unfortunately this is a really really short list. Everything else is valued at zero or encumbered with a mortgage.

Can we have a call tomorrow to decide?

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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Jess

On Jun 3, 2014, at 8:48 PM, Todd Jaksick <tjaksick@gmail.com> wrote:

Hi Kevin - thanks for the hard work

Hi Jess can you please help find us all a time that works tomorrow please and thank you

Todd
(775)771-2122

On Jun 3, 2014, at 7:47 PM, Kevin Riley <kevin@rmb-cpa.com> wrote:

Gentlemen,

I have estimated the income taxes for the trust to be approximately \$250,000 payable on July 15.

If we do an inkind distribution of \$500,000 by June 4, 2014, I can reduce the tax burden at the trust level to under \$20k. This would effectively push out \$500k of income to the beneficiaries but hopefully that could be managed. That tax (whatever it might be) would be payable April 15, 2015.

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Personal property \$78k (including Ferrari) .

Unfortunately this is a really really short list. Everything else is valued at zero or encumbered with a mortgage.

Can we have a call tomorrow to decide?

Kevin Riley, CPA
Rossmann MacDonald & Benetti, CPA's

McQuaid, Brian

From: Todd Jaksick <tjaksick@gmail.com>
Sent: Saturday, April 19, 2014 3:35 PM
To: Stan Jaksick; LeGoy, Bob; Kevin Riley; McQuaid, Brian; Todd Jaksick
Subject: Fwd: Agreement for Payment Extension

Todd
(775)771-2122

Begin forwarded message:

From: Jessica Clayton <jtclaytone@aol.com>
Date: April 18, 2014 at 9:41:56 PM PDT
To: Todd Jaksick <tjaksick@gmail.com>
Subject: Fwd: Agreement for Payment Extension

Begin forwarded message:

From: Janene Jaksick <jjaksick@gmail.com>
Date: April 18, 2014 at 8:49:52 PM PDT
To: Jessica Clayton <jtclaytone@aol.com>
Subject: Re: Agreement for Payment Extension

I don't need anything ... thank you

On Wed, Apr 16, 2014 at 7:09 PM, Jessica Clayton <jtclaytone@aol.com> wrote:
Hi Mimi,

Here is the document I was talking about that I said I would send you
earlier today.

Section E has the language that you and I discussed.

I know you said you were going to start working on cost estimates for
furniture, etc so the trust could have as much notice as possible to try to
meet your needs.

One thing came to mind, if you're interested, Pam could probably help
with the discount at RC Willey and maybe the trust could buy your
furniture and have RC Willey finance it. Therefore, you would be getting
the furniture you need and the trust would only have to come up with a

minimal amount of cash now and finance the balance. The note with RC Willey would be a trust obligation and the trust would reduce the amount from the note balance.

Thank you very much for continuing to work with us. Please let us know if you have any changes to the agreement, and if not please sign and get back to us either by scanning and emailing or taking a picture of it and texting. We can get the original from you afterwards.

Todd
by Jess (hi JJ)

McQuaid, Brian

From: Todd Jaksick <tjaksick@gmail.com>
Sent: Saturday, April 19, 2014 3:13 PM
To: Stan Jaksick; LeGoy, Bob; Kevin Riley; Todd Jaksick; McQuaid, Brian
Subject: premarital agreement

Section 17

Of the premarital agreement is titled "claim in the event of Sam's death"

It further states-

In the event of Sam's death during the time the parties are married Janine shall have a claim against SAMs estate for the sum of \$200,000 to be paid as promptly as can conveniently be done in the sole judgment of Sam's personal representatives reasonably exercised but in any case within one year of date of death. This provision is in Lieu of life insurance and shall terminate in the event of termination of the marriage of the parties prior to Sam's death for any reason.

With the above being said i'm wondering what the potential ramifications are if Janine doesn't sign the extension agreement and we don't pay her the full amount by Monday which is the one year due date. So far we have paid her 14,000 of the 200,000 therefore the remaining balance is \$186,000

In my email to you all the other day I told you I spoke with Janine and then tailored the extension agreement based off her and my discussion and sent it to her - now you will see in a second email I send right after this email the tailored document I sent her and her response last night via email from her saying. "I don't need anything...thank you ". Apparently she has enough reserve funds to get her buy for quite some time. - will this email suffice to get the estate by for a while ?

I wanted to get this ? Out so hopefully Monday am we can discuss or at least be prepared to discuss at Monday 1:00pm call

Thank you

Todd
(775)771-2122

McQuaid, Brian

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

Good Morning Brian,

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

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

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

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

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

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

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

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

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

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

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

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

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

Take Care,

Wendy Jaksick

March 31, 2014

L. Robert LeGoy, Jr., Esq.
Maupin, Cox & LeGoy
4785 Caughlin Parkway
Reno, Nevada 89509

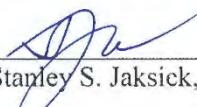
Re: Representation of the Samuel S. Jaksick, Jr. Family Trust and all
sub trusts, the Estate of Samuel S. Jaksick, Jr., Todd B. Jaksick,
Stanley S. Jaksick, and related Persons and Entities ("Jaksicks")

Dear Bob:

After having the opportunity to consult attorneys independent of your firm, we concur with your belief that your firm's representation of us Jaksicks and the entities and persons related to and affiliated with us, in all matters pertaining to George J. Brown, his wife, and related and affiliated persons and entities, including litigation, negotiations, and disputes against them, will not materially limit your firm's ability to represent any of us Jaksicks and related and affiliated persons and entities in any way. We understand you will not be able to use any information relating to your firm's representation of George Brown and his related and affiliated persons and entities to our advantage in any matters in which you represent us against them. All of us hereby give our informed consents, pursuant to Nevada Rules of Professional Conduct 1.7, 1.8, and 1.9, to your firm's representation of us Jaksicks and related and affiliated parties with respect to any and all matters against George Brown and his related and affiliated persons and entities, including, but not limited to, litigation, negotiations and other matters that are directly adverse to him. We understand the conflicts that might exist, and this letter constitutes the written waiver by all us Jaksick and related and affiliated persons and entities of any such past, concurrent and future conflicts.


Sincerely yours,

THE SAMUEL S. JAKSICK, JR.
FAMILY TRUST

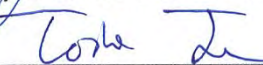
By: 
Stanley S. Jaksick, Co-Trustee


MCL002406


WJ 000946

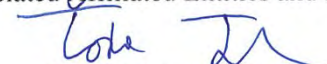
By: 
Todd B. Jaksick, Co-Trustee
ESTATE OF SAMUEL S. JAKSICK, JR.

By: 
Stanley S. Jaksick, Co-Executor

By: 
Todd B. Jaksick, Co-Executor


Kevin Riley, CPA, Co-Executor


Stanley S. Jaksick, Individual and All His
Related Affiliated Entities and Persons


Todd B. Jaksick, Individual and All His
Related Affiliated Entities and Persons

LeGoy, Bob

From: Procter Hug IV
Sent: Friday, April 04, 2014 4:51 PM
To: LeGoy, Bob; McQuaid, Brian
Cc: Olivero, Jan
Subject: RE: Jaksick Lakeridge Parcels

*See
Tehold just
Adm.*

Bob,

Thanks for the good comments. I think we should meet to discuss at some point - whenever is best for you.

Proc

From: LeGoy, Bob
Sent: Friday, April 04, 2014 4:40 PM
To: Procter Hug IV; McQuaid, Brian
Cc: Olivero, Jan
Subject: RE: Jaksick Lakeridge Parcels

Proc, Thanks for this email. My comments and questions follow your points in *RED CAPS*. Your email is a great analysis of a difficult chain of events. I think it is the text of our quiet title petition. Do you want to meet to discuss on Monday or some other day next week?

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: Procter Hug IV
Sent: Friday, April 04, 2014 2:46 PM
To: McQuaid, Brian; LeGoy, Bob
Cc: Olivero, Jan
Subject: Jaksick Lakeridge Parcels

Guys:

I'm sorry for the delay on sending out this email. I'm writing to update you on our research regarding the ownership of the two Lakeridge parcels (the "Property") owned by Sam Jaksick Jr ("Sam Jr."). The Court has had trouble finding the relevant files and documents. This email outlines our current understanding of the ownership of the Property:

- Sam Sr. and Thelma Jaksick acquired title to the majority of the Property on December 7, 1950 as Joint Tenants with rights of survivorship. Sam Sr. and Thelma Jaksick retitled their ownership of the Property as community property in a March 30, 1965 Deed. The legal description in this Deed does not exactly match the legal description of the Property. I have not seen the Deed by which Bertha Short acquired title to a 1/8 interest in this portion of the Property. *WHAT DO WE DO ABOUT CHANGING LEGAL DESCRIPTIONS? I PRESUME WE NEED AN ENGINEER OR SURVEYOR. THESE LOTS WERE CREATED BEFORE LAKERIDGE WAS SUBDIVIDED. I UNDERSTAND THERE ARE CONTIGUOUS LOTS. WE MIGHT HAVE TO COMPUTE THE BORDERS OF THESE LOTS FROM THE BORDERS OF THE CONTIGUOUS LOTS. TODD AND STAN MIGHT BE ABLE TO TELL WHO IS BEST TO DO THAT.*
- A May 14, 1968 Deed from White Pine Lumber Co., a Nevada corporation, conveyed a portion of the Property to Sam Sr.'s Estate as to an undivided 7/16 interest in that portion of the Property, Thelma as to an undivided 7/16 interest, and Bertha Short (Thelma's mom) as to an undivided 1/8 interest. The legal description in this Deed does not exactly match the legal description of the Property. *HOW DID WHITE PINE GET IT AND WHY DID IT DEED IT TO AN ESTATE? THAT IS GOING BACKWARDS.*
- In a September 15, 1972 Deed, Bertha Short, Thelma Jaksick, and the Estate of Sam Sr., conveyed property to Lake-Ridge, a Nevada corporation. This Deed appeared in the Preliminary Title Report prepared by Ticor Title; however, it appears that none of the now-owned Property was included in the conveyance. *INADVERTENT EXCLUSIONS.*
- Bertha Short died intestate on July 30, 1974. At the time of her death, Bertha Short's legal heirs were: Mildred Short (daughter), Harold Short (son), Thelma Jaksick (daughter), and Helen Slinkard (daughter). There were two petitions for authorization to execute a conveyance of Bertha Short's 1/8 interest in property to Lake-Ridge. The conveyances were pursuant to the terms of an option granted to Lake-Ridge by Bertha Short, Thelma and Sam Sr. on December 22, 1965. Both Petitions were granted by Court Orders; however, it appears that the Property was not included in either authorized conveyance—no Deed for either authorized conveyance appeared in the Preliminary Title Report prepared by Ticor Title. Likewise, we do not have the option granted to Lake-Ridge. It appears that Bertha Short died owning a 1/8 interest in the Property (assuming there is a valid deed conveying the interest to her, and also assuming the Property wasn't included in the conveyances to Lake-Ridge pursuant to the Option), which would have passed to her heirs at law (Mildred Short, Harold Short, Thelma Jaksick, and Helen Slinkard). There is no document conveying Bertha Short's interest in the Property out of her estate to her heirs at law (either in the Preliminary Title Report or the court documents). *I DISAGREE. I THINK THE TWO COURT ORDERS ARE SUPERSEDING DOCUMENTATION THAT BERTHA'S INTEREST IN THE TWO LOTS SHOULD BE TRANSFERRED TO LAKE RIDGE.*
- In the administration of Sam Sr.'s estate, the Order Approving Sixth Annual Account and Report and Decree of Distribution of Assets dated September 19, 1973 provides that the Property, along with all of the other residue of his estate, should be distributed to Sam Jr. and Arthur Triebwasser, as trustees subject to the terms of the testamentary trust established by Sam's Will. Specifically, paragraph 3(f) and Exhibit C of the Order reference Sam Sr.'s undivided ½ interest in the 87.5% interest in the Property. In addition, 4(h) of the Order confirms Thelma's community property interest in an undivided ½ interest in the 87.5% interest in the Property. The Amended Order Approving Sixth Annual Account and Report and Decree of Distribution of Assets dated October 17, 1975, includes the same language regarding the distribution of the Property to the testamentary trust established by Sam's Will, and confirms Thelma's community property interest in the Property.

1. Sam Sr.'s Will provides for the creation of two separate testamentary trusts. The first testamentary trust created by Sam Sr.'s will was the Jaksick Children's Trust, established for the benefit of the decedent's grandchildren. The second testamentary trust was the Samuel Jaksick Residual Trust, established for the benefit of Samuel S. Jaksick Jr., Helen Slinkard, and Joseph Jaksick (the "Jaksick Trust"). The residue of Sam's estate was distributed to the Jaksick Trust pursuant to the Order Approving Sixth Annual Account and Report and Decree of Distribution of Assets dated September 19, 1973. After the lifetime and lump sum payments to Joseph Jaksick and Helen Slinkard, the Jaksick Trust was intended to hold the remainder of the property for the benefit of Sam Jr. (or Sam Jr.'s issue if Sam Jr. was deceased). The Petition For Termination of Trust and Distribution of Assets and Final Account in Connection Therewith, dated May 23, 1995, clarifies that Sam Jr. was the last remaining beneficiary of the Jaksick Trust entitled to the remainder of the estate (including Sam Sr.'s interest in the Property) after the lifetime payments to Joseph Jaksick and Helen Slinkard. Sam Jr. thus inherited 100% of Sam Sr.'s 7/16 interest in the Property. *I AGREE.*
- The chain of title prepared by Ticor Title includes two deeds from Thelma Jaksick to Sam Jr. Though the legal description in those Deeds does not match the exact legal description of the Property, it appears to include the Property. The APNs on the Deeds have been split into multiple new parcels, two of which are the parcels which comprise the Property. It appears that Thelma Jaksick transferred her entire interest in the Property to Sam Jr. in these two Grant, Bargain and Sale Deeds dated December 13, 1990. Oddly, the first deed conveys a 13.45% interest in the Property and the second deed conveys a 38.05% interest in the Property (in total, this is a 51.5% interest in the property transferred from Thelma to Sam Jr.). Tracing the chain of title, Thelma should have owned a 7/16 interest in the Property (43.75%) if Bertha Short's 1/8 interest is valid and owned by other people; or an 8/16 (50%) interest in the Property if Bertha Short's interest was invalid and owned equally by Sam Sr. and Thelma; or a 9/16 (56.25%) interest in the Property if Bertha Short's interest was invalid and owned entirely by Thelma; or a 15/32 (46.875%) interest in the Property if Thelma inherited 1/4 of Bertha Short's 1/8 interest; or an 8/16 (50%) interest in the Property if Bertha Short's 1/8 interest is valid and inherited completely by Thelma. Regardless, I can't figure out how Thelma owned 51.5% of the Property. If Thelma did own that percentage interest in the Property, then Sam Jr. would have acquired a 95.25% interest in the Property by way of the transfers from Sam Sr. and Thelma. If Thelma only owned a 7/16 interest in the Property, then Sam Jr. would have acquired a 14/16 (87.5%) interest in the Property from Thelma and Sam Sr. It is worth noting that the Property did not appear in the list of assets in Thelma's estate. *BECAUSE SHE GAVE IT TO SAM JR IN 1990, AS YOU SAY ABOVE.* It is also possible that the percentage ownership identified in the Deed was incorrect and that Thelma simply conveyed all of her right, title, and interest in the Property to Sam Jr.
- Conclusion: It appears that Sam Jr. acquired at least a 14/16 (87.5%) ownership interest in the Property from Sam Sr. and Thelma. If we could invalidate Bertha's 1/8 interest in the Property, then Sam Jr. would own 100% of the Property. If we argue that Sam Jr. has acquired title to Bertha Short's 1/8 interest in the Property by adverse possession, then Sam Jr. would own 100% of the Property. *DID SAM SATISFY 40.090? I PRESUME HE DID YEARS AGO.* If Bertha Short died owning a 1/8 interest in the Property, then that Property would have been distributed equally to her four children since Bertha Short died intestate (1/32 to each child). If this is the case, Sam Jr. owns 29/32 of the Property, Mildred Short or her transferees/devisees own 1/32, Harold Short and his transferees/devisees own 1/32, and Helen Slinkard and her transferees/devisees own 1/32. *I DISAGREE. I THINK THE TWO COURT ORDERS GAVE LAKE RIDGE THE PRIORITY RIGHT TO IT.*

Proc

Procter J. Hug, IV
Maupin, Cox & LeGoy
4785 Caughlin Parkway
Reno, Nevada 89519
(775) 827-2000 (phone)
(775) 827-2185 (fax)
phugIV@mcirenelaw.com
Secretary: Jan Olivero

Dotson, Doris

From: LeGoy, Bob
Sent: Wednesday, April 02, 2014 12:27 PM
To: Dotson, Doris
Subject: FW: Representation of the Samuel S. Jaksick, Jr. Family Trust and all sub trusts, the Estate of Samuel S. Jaksick, Jr., Todd B. Jaksick, Stanley S. Jaksick, and related Persons and Entities ("Jaksicks")

Please send the \$5000 check to Thee as final payment for the last two appraisals. 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: Wednesday, April 02, 2014 12:24 PM
To: LeGoy, Bob
Subject: Re: Representation of the Samuel S. Jaksick, Jr. Family Trust and all sub trusts, the Estate of Samuel S. Jaksick, Jr., Todd B. Jaksick, Stanley S. Jaksick, and related Persons and Entities ("Jaksicks")

That would be great. Thank you. Please feel free to send at your convenience :)

Thank you Bob!

On Apr 2, 2014, at 12:17 PM, "LeGoy, Bob" <lrlegoy@mclrenolaw.com> wrote:

Jess, As always, you are correct; we have your check to Thee. I presume we are authorized to send it to him. Please confirm that and we will mail it to him. Thanks and sorry I forgot we had it.

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:jtcclaytone@aol.com>]
Sent: Wednesday, April 02, 2014 12:11 PM
To: LeGoy, Bob
Subject: Re: Representation of the Samuel S. Jaksick, Jr. Family Trust and all sub trusts, the Estate of Samuel S. Jaksick, Jr., Todd B. Jaksick, Stanley S. Jaksick, and related Persons and Entities ("Jaksicks")

I will check with Todd on signing Thursday instead of Friday.

I do know they are working on something for Dawn, but I'm not sure how far they've gotten. I'll ask him that as well 😊

And you are too sweet - You all would do just fine without me. All I do is push paper and buttons..(keyboard buttons that is...LOL)

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

From: LeGoy, Bob <lrlegoy@mclrenolaw.com>
To: 'Jessica Clayton' <jtcclaytone@aol.com>
Sent: Wed, Apr 2, 2014 12:00 pm
Subject: RE: Representation of the Samuel S. Jaksick, Jr. Family Trust and all sub trusts, the Estate of Samuel S. Jaksick, Jr., Todd B. Jaksick, Stanley S. Jaksick, and related Persons and Entities ("Jaksicks")

Jess, You are the best. Those guys could not survive without you (neither could we).

Is Todd going to come in to sign his will tomorrow when Doris will be here to sign him up, instead of Friday when she will not be here?

Finally, have Dawn and Todd made a decision about an estate plan for Dawn?

Thanks for all this.

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:jclaytone@aol.com>]
Sent: Wednesday, April 02, 2014 10:09 AM
To: LeGoy, Bob
Cc: kevin@rmb-cpa.com
Subject: Re: Representation of the Samuel S. Jaksick, Jr. Family Trust and all sub trusts, the Estate of Samuel S. Jaksick, Jr., Todd B. Jaksick, Stanley S. Jaksick, and related Persons and Entities ("Jaksicks")

Hi there Bob,

I just realized my response was in my drafts box..

Hi Bob,

Of course, we will get this signed. Kev actually sent a scanned version of his signature so Stan has signed that one and Todd will be in Thursday to sign and we will get right over to you.

Thank you,

Jess

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

From: LeGoy, Bob <lrlegoy@mclrenolaw.com>
To: Jessica Clayton <jclaytone@aol.com>
Cc: Kevin Riley (kevin@rmb-cpa.com) <kevin@rmb-cpa.com>
Sent: Tue, Apr 1, 2014 9:19 am
Subject: FW: Representation of the Samuel S. Jaksick, Jr. Family Trust and all sub trusts, the Estate of Samuel S. Jaksick, Jr., Todd B. Jaksick, Stanley S. Jaksick, and related Persons and Entities ("Jaksicks")

Jess, In our weekly phone conference yesterday, Todd asked me to resend the attached letter to you and ask you to print it and get it signed and returned to me. Kevin will send his signed copy separately so you do not have to get his signature. Thanks for all your help.

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: Thursday, March 20, 2014 5:44 PM
To: tjaksick@gmail.com; ssj3232@aol.com; Kevin Riley (kevin@rmb-cpa.com); 'Jessica Clayton'
Subject: FW: Representation of the Samuel S. Jaksick, Jr. Family Trust and all sub trusts, the Estate of Samuel S. Jaksick, Jr., Todd B. Jaksick, Stanley S. Jaksick, and related Persons and Entities ("Jaksicks")

Jess, Stan, Todd, and Kevin, Attached are two consents to representation and waivers of conflicts, one to be signed by George Brown and one by Stan, Todd and Kevin. Please review both and if they are ok, sign and return the one with your signature lines on it. If you have any questions or changes, please call me. I will tell you how George and his lawyer respond. Thanks and have a great weekend.

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
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From: LeGoy, Bob
Sent: Thursday, March 20, 2014 5:38 PM
To: lbergin@mcdonaldcarano.com
Subject: Representation of the Samuel S. Jaksick, Jr. Family Trust and all sub trusts, the Estate of Samuel S. Jaksick, Jr., Todd B. Jaksick, Stanley S. Jaksick, and related Persons and Entities ("Jaksicks")

Dear Leo:

As I told you a couple of weeks ago, we recently discovered that George Brown and his wife have had some legal work performed by one of our shareholders, Kurt O. Hunsberger. You told me Mr. Brown will waive any conflicts we might have and we have enclosed a Conflict Waiver Letter we would like him to execute. Kurt reviewed and approved it, but you of course can change it anyway you believe appropriate before he executes it. To help you do that, we have enclosed a draft in Word format.

If you would like to discuss this matter before Mr. Brown executes the letter, please call me any time. 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
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McQuaid, Brian

From: McQuaid, Brian
Sent: Friday, March 28, 2014 9:40 AM
To: 'Jessica Clayton'
Cc: tjaksick@gmail.com; ssj3232@aol.com
Subject: RE: Sam jaksick jr loan

Actually, let's not worry about it. I've reviewed the loan documents and, while they may not be perfect, I'm comfortable with Todd & Stan signing them as they are currently drafted since time appears to be of the essence and it is actually for the ultimate benefit of the trust & estate since it gets the estate off the hook while at the same time giving the Trust another 8 months to get the loan paid off. So they can go ahead and proceed if they'd like. But if I will be available until 3pm today if either or both of them would like to discuss.

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: Friday, March 28, 2014 9:25 AM
To: McQuaid, Brian
Subject: Re: Sam jaksick jr loan

Hi Brian,

I'm still waiting to hear from Todd. Happy Friday!

Jess

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

From: McQuaid, Brian <bmcquaid@mclrenolaw.com>
To: 'Jessica Clayton' <jtclaytone@aol.com>; tjaksick <tjaksick@gmail.com>; ssj3232 <ssj3232@aol.com>
Sent: Thu, Mar 27, 2014 4:50 pm
Subject: RE: Sam jaksick jr loan

Anytime after 9am will work for me.

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: Thursday, March 27, 2014 4:46 PM
To: McQuaid, Brian; tjaksick@gmail.com; ssi3232@aol.com
Subject: Re: Sam jaksick jr loan

Hi Brian,

Thank you. I will text the guys to check. What time(s) work best for you?

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

From: McQuaid, Brian <bmcquaid@mclrenolaw.com>
To: 'Todd Jaksick' <tjaksick@gmail.com>; 'Stan Jaksick' <ssi3232@aol.com>; 'Jessica Clayton' <jtclaytone@aol.com>
Sent: Thu, Mar 27, 2014 4:35 pm
Subject: RE: Sam jaksick jr loan

Jess, Todd & Stan,

I'm reviewing these loan documents right now. Can we set up a phone conference for tomorrow morning to discuss?

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

From: Gloria Guisti [<mailto:gguisti@firstindependentnv.com>]
Sent: Thursday, March 27, 2014 1:34 PM
To: McQuaid, Brian
Cc: 'Todd Jaksick'; 'Stan Jaksick'
Subject: RE: Sam jaksick jr loan

Mr. McQuaid,

At the request of Todd and Stan I have attached the renewal documents for loan number 17006321 which was formerly in Samuel S Jaksick Jr.'s name and is now being assumed by the Samuel S Jaksick Jr. Family Trust. It is the utmost importance that this loan if finalized at the latest by 5pm Friday the 28th.

Please let me know if you have any questions.

Glo Guisti | Lending Assistant II | First Independent Bank
5335 Kietzke LN | Reno, NV 89511 | (775-824-4273 | ☎: 775-828-2080 |
*: gguisti@firstindependentnv.com

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

From: Todd Jaksick [<mailto:tjaksick@gmail.com>]
Sent: Wednesday, March 26, 2014 7:05 PM
To: Gloria Guisti; Stan Jaksick; Todd Jaksick; Kevin Riley; Jessica Claytone; Brian McQuaid
Subject: Sam jaksick jr loan

Hi Gloria

Thank you for all your help - I will be out tomorrow morning - If it's possible could you please email our group a copy of the loan docs for our review

Thank you very much
Todd
(775)771-2122

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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

March 26, 2014

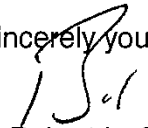
Todd B. Jaksick
Samuel S. Jaksick, Jr. Family Trust
4005 Quail Rock Lane
Reno, Nevada 89511

Dear Todd:

Enclosed is a bond copy of Bruce Thee's valuation of your dad's interests in Montreux Development Group, LLC and Toiyabe Investment Co., a Nevada corporation, together with Bruce Thee's final bill for preparing these two valuations. Please pay the bill using the enclosed envelope and retain the valuations for your file.

With a copy of this letter, I am sending Kevin two bond copies of the valuations and a copy of the bill. I presume Kevin will review them for you. Please tell us if you also want us to review them for you or if any of you have any questions.

Sincerely yours,


L. Robert LeGoy, Jr.

LRL:dd
Enclosures
cc (w/encls): Kevin Riley, CPA

J:\wpdata\LRL\Estate Plans\Jaksick Trust Administration\2014\Appraisals\letter.Montreux&Toiyabe..letter..wpd

MCL002419

WJ 000959

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

March 18, 2014

Ronald J. Carciere, MAI, SGA
Golf Course Appraisal
Golf Market Advisors
P.O. Box 6020
Auburn, California 95604

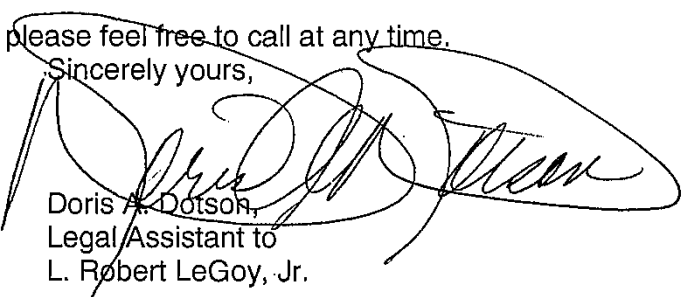
Re: 18077 Bordeaux Drive, Reno, Nevada

Dear Mr. Carciere:

Enclosed is the executed Contract for Services and the retainer of \$5,000 for the appraisal of the Montreux property on behalf of the Estate of Samuel S. Jaksick, Jr.

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

Sincerely yours,



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

:dd
Enclosures

MCL002420

WJ 000960

**BRUCE
THEE**
& ASSOCIATES, PC

G E R T I F I E D P U B L I C A C C O U N T A N T S
150 WEST HUFFAKER LANE, SUITE 106 • RENO, NEVADA 89511
775 - 323 - 8433 FAX 323 - 8434 • www.BRUCETHEE.com

March 12, 2014

Estate of Samuel Jaksick c/o
L. Robert LeGoy
Maupin, Cox & LeGoy
4785 Caughlin Parkway
Reno, NV 89519

Re: Montreux Development Group, LLC
Toiyabe Investment Co.

Dear Bob,

Enclosed please find two bound and one unbound copies of our valuation reports for Montreux Development Group, LLC and Toiyabe Investment Co., as of April 15, 2013 and our statement for the balance of our fees.

If you have any questions, or if we can be of any further service, please call us.

Sincerely,
Bruce W Thee & Associates, PC



Bruce W Thee, CPA•ABV

Enclosures

MCL002421

WJ 000961

Dotson, Doris

From: LeGoy, Bob
Sent: Wednesday, March 05, 2014 2:57 PM
To: Dotson, Doris
Subject: FW: Montreux
Attachments: Montreux CC 3-3-14.doc

Please print the attached. 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: Kevin Riley [<mailto:kevin@rmb-cpa.com>]
Sent: Monday, March 03, 2014 6:15 PM
To: LeGoy, Bob; Todd Jaksick
Subject: FW: Montreux

Bob - Attached is the contract for the appraisal of Montreux. I neglected to give him your email. It is a short contract.

Todd - Please note that he needs a signed contract before he can apply for a temporary license in NV. He is also asking for \$5,000 up front and his mailing address is below. Also, as I mentioned on the phone, he needs a specific date to appraise the property so I gave him April 22, 2013 (which is wrong). He mentioned that we can change it anytime up and until he issues the final report.

Ron Carciere, MAI, SGA
Golf Course Appraisal
Golf Market Advisors
PO Box 6020
Auburn, CA 95604
T- 530-878-7721
F- 530-878-7130
gca@suddenlink.net

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: Ron Carciere [<mailto:gca@suddenlink.net>]

Sent: Monday, March 03, 2014 5:47 PM

To: Kevin Riley

Subject: Montreux

Kevin,

Attached is a copy of the contract to be executed by the attorney. I don't have an email address for him, so I thought you might want to forward it on to save time. Let me know if you want me to send a hard copy to him, or if an email is ok.

Regards,

Ron Carciere, MAI, SGA

Golf Course Appraisal

Golf Market Advisors

PO Box 6020

Auburn, CA 95604

T- 530-878-7721

F- 530-878-7130

gca@suddenlink.net

Dotson, Doris

From: LeGoy, Bob
Sent: Tuesday, March 04, 2014 12:07 PM
To: Dotson, Doris
Subject: FW: Certified Mail
Attachments: Articles of Incorporation.pdf; Bylaws, Amended 05-31-91.pdf

Please print the attached. 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: Steve West [mailto:swest@westbrown.com]
Sent: Tuesday, March 04, 2014 10:18 AM
To: LeGoy, Bob
Subject: RE: Certified Mail

Bob

Attached are the Articles and Bylaws. I am in the process of preparing amendments to the Bylaws, which in all likelihood will be a completely revised set of bylaws as opposed to separate amendments.

When might be a good time to chat with you about your email of February 19 concerning the Amended and Restated Shareholder Agreement?

Steve

Stephen C. West

WEST/BROWN

West Brown Huntley Hunter Teodoru PC
100 S. Ridge Street, Suite 204 / P.O. Box 588

Breckenridge, CO 80424
(970) 453-2901 x12
swest@westbrown.com / www.westbrown.com

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From: LeGoy, Bob [<mailto:lrlegoy@mclrenolaw.com>]
Sent: Friday, February 21, 2014 4:18 PM
To: Steve West
Cc: 'ssj3232@aol.com'; 'tjaksick@gmail.com'; 'Kevin Riley (kevin@rmb-cpa.com)'; 'Morris, Roger M. (RMorris@lrrlaw.com)'
Subject: RE: Certified Mail

Steve, Would you please send us copies of the Articles of Incorporation, the Code of Bylaws and any amendments to either of them? We want to have a complete file and do not seem to since the Jaksick's prior lawyer, James Sanford, died. Thanks

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

Maupin, Cox & LeGoy
4785 Caughlin Parkway
P.O. Box 30000
Reno, Nevada 89520
(775) 827-2000
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From: LeGoy, Bob
Sent: Friday, February 21, 2014 11:18 AM
To: 'Steve West'
Cc: ssj3232@aol.com; tjaksick@gmail.com; Kevin Riley (kevin@rmb-cpa.com); Morris, Roger M. (RMorris@lrrlaw.com)
Subject: RE: Certified Mail

Steve, Thanks for this email. I forwarded the receipt to Kevin. He says the gal who signed it is a bookkeeper in his office but she says she does not remember the package and Kevin says he never got it. Regardless, that mystery is solved.

Also, please do not apologize to us for anything. It appears to be a set of unanticipated circumstances that caused these delays. Let's all move forward to effectuate a good buy-sell agreement for PGI and all its shareholders. In my opinion,

you already improved it significantly and I have a lot more confidence in you than the lawyer who drafted the prior version.

Thanks for all your efforts and have a good weekend. Let us know what the others say about our suggestions whenever you get them.

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

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From: Steve West [<mailto:swest@westbrown.com>]
Sent: Friday, February 21, 2014 10:03 AM
To: LeGoy, Bob
Subject: FW: Certified Mail

Bob

Attached is the return receipt from the certified mail to Kevin, which you asked us to provide. FYI, the Amended and Restated Shareholder Agreement was sent to Kevin because he is one of the executors of Sam's estate and the only one who has been in contact with reps of Pioneer directly on behalf of the estate.

To the extent that you think we or I should have shared the Agreement with you, I apologize for not doing so. However, the Board and I did not feel that getting the Agreement amended, principally to deal with the DOG approval time limit in connection with the transfer of Sam's stock, was a negotiation with reps of the Jaksick estate or any other shareholders, nor was there a feeling that the reps of Sam's estate should be treated differently than any other shareholders. Hindsight being what it is, it certainly might have been a better approach for the Board to send the Agreement to all of the shareholders for review and comment before asking for signatures.

That said, we are reviewing your email and the suggested provisions from Roger Morris and will be getting back to you as soon as reasonably possible. Thanks for your thoughtful comments.

Steve

Stephen C. West
WEST/BROWN

West Brown Huntley Hunter Teodoru P.O.
100 S. Ridge Street, Suite 204 / P.O. Box 588
Breckenridge, CO 80424
*(970) 453-2901 x12
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LeGoy, Bob

From: LeGoy, Bob
Sent: Wednesday, February 19, 2014 4:06 PM
To: 'Steve West'
Cc: ssj3232@aol.com; tjaksick@gmail.com; Kevin Riley (kevin@rmb-cpa.com); Morris, Roger M. (RMorris@lrrlaw.com)
Subject: RE: New Shareholders' Agreement

Steve, Thanks for this. We are sorry for contributing to the delay of this Agreement. Todd, Stan, Kevin and Roger and I understand its importance, want it finalized and would not have intentionally delayed it. However, we requested it on 9/30/13, Kevin has no recollection of seeing the package on or after January 2, he says he never loses anything (he is a CPA not a lawyer so I am sure he is correct), no one on his staff remembers seeing it, and the package should have been sent to me instead of Kevin in the first place (it probably should have been sent to all of us). Kevin wants to see the return receipt so he knows which of his staff did not deliver the package to him. Please have Pioneer email a copy to him.

Regardless of the delays, all the shareholders need to move forward together to finalize a good buy-sell agreement. We like what you did with the agreement, but you and I also agreed some of the changes demanded by the other shareholders and never reviewed by us before the agreement was signed need some improvements. We tried to describe the changes we suggest in a format that will be easy for you to circulate among the other shareholders, directors and officers and hopefully integrate into the agreement if they are approved by the other shareholders. We also are prepared to discuss any of our suggestions with any of the others who are involved in developing the agreement.

Thanks for all your efforts on this important matter. Please let us know how we all should proceed to finish the agreement.

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

Maupin, Cox & LeGoy
4785 Caughlin Parkway
P.O. Box 30000
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From: Steve West [mailto:swest@westbrown.com]
Sent: Wednesday, February 19, 2014 1:15 PM
To: LeGoy, Bob

cc: ssj3232@aol.com; tjaksick@gmail.com; kevin.riley@rmb-cpa.com; morris, Roger M. (RMorris@lrrlaw.com)
Subject: RE: New Shareholders' Agreement

Please consider the environment before printing this email.

Thanks for getting me the email and attachment. Your timing was good because I was just explaining to Marc Murphy the issues about when the Amended and Restated Shareholder Agreement apparently was received by the Jaksick representatives and that I was still waiting on your comments, which I thought I was going to get shortly after we last spoke 2 weeks ago. For the record, if I indicated that I had sent the Agreement by email on December 13, which I do not think is what I actually indicated, then that indication was in error. The Agreement and cover letter were sent by Pioneer by certified mail to each shareholder on December 17 and the one for Sam's Estate was mailed to Kevin Riley. Interestingly, the return receipt from Kevin's office was not signed for until January 2.

That minor detail out of the way, I will review your email and the attachment and then discuss the suggested changes with members of the Board. Obviously, the extensive nature of the changes that are being suggested, 2 months after the Agreement was sent out and 1 ½ months after it was received by Kevin's office, is going to pose some challenges not only in terms of getting the Board's acceptance, but also in terms of getting the acceptance of all of the other shareholders. And then there will be the challenge of rounding up the signatures of all those shareholders again.

Frankly, from my perspective, if we had known that changes and conditions of this scope were a possibility back in early January when at least Kevin's office had received the Agreement, we would not have pushed for other shareholders to sign and return their signature pages and, most likely, would have told them to hold off on doing anything until we had a clearer understanding of the concerns from the perspective representatives of Sam Jaksick's estate.

Thanks for the comments and suggested changes. They will be seriously considered and I will get back to you either with concerns or with a revised Amended and Restated Shareholder Agreement.

Steve

Stephen C. West

WEST/BROWN

West Brown Huntley Hunter Teodoru PC
100 S. Ridge Street, Suite 204 / P.O. Box 588
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From: LeGoy, Bob [<mailto:lrllegoy@mclrenolaw.com>]

Sent: Wednesday, February 19, 2014 12:32 PM

To: Steve West

Cc: ssj3232@aol.com; tjaksick@gmail.com; Kevin Riley (kevin@rmb-cpa.com); Morris, Roger M. (RMorris@lrrlaw.com)

Subject: New Shareholders' Agreement

Steve, As we discussed, please accept our apologies for responding so late, but none of us have a record or recollection of receiving your 12/13/13 email. You told me you believe PGI was to mail the proposed Agreement to all the shareholders and failed to send it to Sam's heirs. Regardless, we have carefully reviewed the Agreement you drafted

with the Trust's gaming lawyer, Roger Morris, and we want to suggest some changes. We think you did a great job of trying to follow the original agreement. I know from experience that is not easy to do. Our suggestions and questions are as follows. Please review them and then tell us how you think we should proceed. You confirmed to me that your fees for preparing this Agreement are being paid by the Pioneer Group and are not being charged or allocated to the shares owned by or distributed on behalf of Sam's Estate or Trust.

1. Attached are two paragraphs Roger suggests be added to accommodate the Colorado Gaming Authorities in general and the Jaksicks in particular.
2. Todd and Stan want PGI to adopt two exceptions to the Transfer Restrictions in 2. of the Agreement as a condition to signing the Agreement. First, they expect to try to elect installment payments of Sam's federal estate taxes on his stock in PGI. If they are successful, the IRS will encumber their and Sam's Trust's PGI stock. Second, their sister, Wendy Ann Jaksick, is a lineal descendant of Sam and a beneficiary of his Trust and therefore entitled to receive his stock under 4. of the Agreement. She is not ready to apply for a gaming license, and Stan and Todd have agreed to give her until 4/20/18 to obtain a license. If she does that, the generation-skipping trusts established under Sam's Trust for Todd and Stan each will sell 1/3 of their PGI stock to the generation-skipping trusts established under Sam's Trust for Wendy. It is unlikely she will apply for a gaming license, but Stan and Todd want PGI and the other shareholders to agree this transfer will be an exception to the Transfer Restrictions in 2. and a transfer permitted under 4. They also want PGI and the other shareholders to agree the IRS can encumber their shares as an exception to the Transfer Restrictions in 2.
3. Re 4.(a), the first line says the death of a "trustee" triggers the buyout provisions. That does not seem right and it is not mentioned anywhere else in the Agreement. Should it be deleted or expanded? We think it should be deleted.
4. Re 4.(a), we do not think one year is enough time. Sam's Trust hired Roger Morris as a Colorado gaming law specialist, filed Stan's and Todd's applications as soon as it could, and Roger has diligently pushed the applications, and the Colorado Gaming Authorities will not even begin to review the applications until more than a year after Sam's death. Roger says the procedure is much slower than it used to be for some reason. Therefore, the one year requirement is not practical and leaving extensions at the Board's sole discretion is not fair and could result in abuses of shareholders who die in the future. It is more practical and fair to give shareholders a specific time period to file the necessary gaming applications, and then give an unlimited time to obtain final licensing unless the shareholders are not making reasonable efforts to pursue licensing.
5. Re 5., Roger advised us (a) and (b) will not result in the loss of a shareholder's gaming license. However, if the shareholders want these "triggering events" for other reasons that is fine with Todd and Stan.
6. The third paragraph of 5. should be applicable to shares being purchased as provided in 4.(b). That is the provision you have in the first two paragraphs of 5.
7. Re 6.(b), the notes are not secured, the interest rate is low and it is not clear when interest begins to accrue. Todd and Stan are ok with these provisions if you will tell us what you intend to be the starting date of interest accruals or preferably clarify that in the Agreement.
8. Re 7., you changed it to permit the Company to select the appraiser and the selling shareholder to pay the appraiser's fees. We suggest the language permits a valuation agreement to be periodically signed by all the shareholders to control the value of the shares and terms of purchase for a period agreed to in the agreement. If there is no such valuation agreement in effect at the time of valuation, the appraiser should be selected by the Company and selling shareholder and if they cannot agree, by an independent party like a local judge. We also suggest all appraiser's fees be split equally so all parties have equal incentive to agree to a price and terms.

9. Re your 14., we think the Agreement should be amended only by 100% of the shareholders, as in the current agreement.

Please review these suggestions and let us know when we can discuss them. We are not in any hurry so take your time responding. Also, please tell me if we should have a phone conference to discuss these issues with all the shareholders. 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: Steve West [<mailto:swest@westbrown.com>]

Sent: Monday, February 03, 2014 6:41 AM

To: LeGoy, Bob

Subject: RE: Amended and Restated Shareholder Agreement

Bob

I expect to be back in the office tomorrow afternoon and we can talk after that. However, in answer to your question below, I believe that we have the signatures of all other shareholders. And although you did not ask making changes after waiting 6 weeks for comments and having followed up twice during that time to determine the status of either any comments or the signatures on behalf of Sam Takick's estate, making changes now may present some challenges.

As for the funds in our trust account, I do not think that the amount has changed since the last report I gave Kevin, but will confirm that when I am back in the office.

Steve

Stephen C. West

WEST/BROWN

West Brown Huntley Hunter Teodoru PC
100 S. Ridge Street, Suite 204 / P.O. Box 588
Breckenridge, CO 80424
(970) 453-2901 x12

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From: LeGoy, Bob [<mailto:lrlegoy@mclrenolaw.com>]
Sent: Wednesday, January 29, 2014 4:09 PM
To: Steve West
Cc: tjaksick@gmail.com; ssj3232@aol.com; Kevin Riley (kevin@rmb-cpa.com); 'rmorris@rogermorris.com'
Subject: Amended and Restated Shareholder Agreement

Steve, We all reviewed the draft of the Amended and Restated Shareholder Agreement you sent Kevin last month. We want to discuss some changes we think will benefit all the shareholders. Your secretary just told me you are out of the office this week. Please call me at your convenience after you get back so we can discuss the Agreement. I probably will send you an email detailing some changes we would like to discuss.

We also have two questions. Have all the other shareholders already reviewed, revised and executed the Agreement you sent us? We have been told that. Second, how much cash are you holding in your firm's trust account that has been distributed by PG with respect to Sam's stock?

Thanks and we hope you are having a good vacation.

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

Maupin, Cox & LeGoy
4785 Caughlin Parkway
P.O. Box 30000
Reno, Nevada 89520
(775) 827-2000
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Privacy Policy

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LeGoy, Bob

From: LeGoy, Bob
Sent: Wednesday, February 19, 2014 4:06 PM
To: 'Steve West'
Cc: ssj3232@aol.com; tjaksick@gmail.com; Kevin Riley (kevin@rmb-cpa.com); Morris, Roger M. (RMorris@lrrlaw.com)
Subject: RE: New Shareholders' Agreement

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

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Sent: Wednesday, February 19, 2014 1:15 PM
To: LeGoy, Bob

cc: ssj3232@aol.com; tjaksick@gmail.com; Kevin Riley (kevin@rmb-cpa.com); Steve West (RMorris@lrrlaw.com)
Subject: RE: New Shareholders' Agreement

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Thanks for the comments and suggested changes. They will be seriously considered and I will get back to you either with concerns or with a revised Amended and Restated Shareholder Agreement.

Steve

Stephen C. West

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From: LeGoy, Bob [<mailto:lrlegoy@mcclrenolaw.com>]

Sent: Wednesday, February 19, 2014 12:32 PM

To: Steve West

Cc: ssj3232@aol.com; tjaksick@gmail.com; Kevin Riley (kevin@rmb-cpa.com); Morris, Roger M. (RMorris@lrrlaw.com)

Subject: New Shareholders' Agreement

Steve, As we discussed, please accept our apologies for responding so late, but none of us have a record or recollection of receiving your 12/13/13 email. You told me you believe PGI was to mail the proposed Agreement to all the shareholders and failed to send it to Sam's heirs. Regardless, we have carefully reviewed the Agreement you drafted

with the Trust's gaming lawyer, Roger Morris, and we want to suggest some changes. We think you did a great job of trying to follow the original agreement. I know from experience that is not easy to do. Our suggestions and questions are as follows. Please review them and then tell us how you think we should proceed. You confirmed to me that your fees for preparing this Agreement are being paid by the Pioneer Group and are not being charged or allocated to the shares owned by or distributed on behalf of Sam's Estate or Trust.

1. Attached are two paragraphs Roger suggests be added to accommodate the Colorado Gaming Authorities in general and the Jaksicks in particular.
2. Todd and Stan want PGI to adopt two exceptions to the Transfer Restrictions in 2. of the Agreement as a condition to signing the Agreement. First, they expect to try to elect installment payments of Sam's federal estate taxes on his stock in PGI. If they are successful, the IRS will encumber their and Sam's Trust's PGI stock. Second, their sister, Wendy Ann Jaksick, is a lineal descendant of Sam and a beneficiary of his Trust and therefore entitled to receive his stock under 4. of the Agreement. She is not ready to apply for a gaming license, and Stan and Todd have agreed to give her until 4/20/18 to obtain a license. If she does that, the generation-skipping trusts established under Sam's Trust for Todd and Stan each will sell 1/3 of their PGI stock to the generation-skipping trusts established under Sam's Trust for Wendy. It is unlikely she will apply for a gaming license, but Stan and Todd want PGI and the other shareholders to agree this transfer will be an exception to the Transfer Restrictions in 2. and a transfer permitted under 4. They also want PGI and the other shareholders to agree the IRS can encumber their shares as an exception to the Transfer Restrictions in 2.
3. Re 4.(a), the first line says the death of a "trustee" triggers the buyout provisions. That does not seem right and it is not mentioned anywhere else in the Agreement. Should it be deleted or expanded? We think it should be deleted.
4. Re 4.(a), we do not think one year is enough time. Sam's Trust hired Roger Morris as a Colorado gaming law specialist, filed Stan's and Todd's applications as soon as it could, and Roger has diligently pushed the applications, and the Colorado Gaming Authorities will not even begin to review the applications until more than a year after Sam's death. Roger says the procedure is much slower than it used to be for some reason. Therefore, the one year requirement is not practical and leaving extensions at the Board's sole discretion is not fair and could result in abuses of shareholders who die in the future. It is more practical and fair to give shareholders a specific time period to file the necessary gaming applications and then give an unlimited time to obtain final licensing unless the shareholders are not making reasonable efforts to pursue licensing.
5. Re 5., Roger advised us (a) and (b) will not result in the loss of a shareholder's gaming license. However, if the shareholders want these "triggering events" for other reasons, that is fine with Todd and Stan.
6. The third paragraph of 5. should be applicable to shares being purchased as provided in 4.(b). That is the provision you have in the first two paragraphs of 5.
7. Re 6.(b), the notes are not secured, the interest rate is low and it is not clear when interest begins to accrue. Todd and Stan are ok with these provisions if you will tell us what you intend to be the starting date of interest accruals or preferably clarify that in the Agreement.
8. Re 7., you changed it to permit the Company to select the appraiser and the selling shareholder to pay the appraiser's fees. We suggest the language permits a valuation agreement to be periodically signed by all the shareholders to control the value of the shares and terms of purchase for a period agreed to in the agreement. If there is no such valuation agreement in effect at the time of valuation, the appraiser should be selected by the Company and selling shareholder and if they cannot agree, by an independent party like a local judge. We also suggest all appraiser's fees be split equally so all parties have equal incentive to agree to a price and terms.

Special Travel Needs

Know Before You Go

Useful Tools

MCL002435

WJ 000975

9. Re your 14., we think the Agreement should be amended only by 100% of the shareholders, as in the current agreement.

Please review these suggestions and let us know when we can discuss them. We are not in any hurry so take your time responding. Also, please tell me if we should have a phone conference to discuss these issues with all the shareholders. 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: Steve West [<mailto:swest@westbrown.com>]

Sent: Monday, February 03, 2014 6:41 AM

To: LeGoy, Bob

Subject: RE: Amended and Restated Shareholder Agreement

Bob

I expect to be back in the office tomorrow afternoon and we can talk after that. However, in answer to your question below, I believe that we have the signatures of all other shareholders. And although you did not ask making changes after waiting 6 weeks for comments and having followed up twice during that time to determine the status of either any comments or the signatures on behalf of Samdick's estate, making changes now may present some real challenges.

As for the funds in our trust account, I do not think that the amount has changed since the last report I gave Kevin, but will confirm that when I am back in the office.

Steve

Stephen C. West

WEST/BROWN

West Brown Huntley Hunter Teodoru PC
100 S. Ridge Street, Suite 204 / P.O. Box 588
Breckenridge, CO 80424
(970) 453-2901 x12

swest@westbrown.com / www.westbrown.com

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From: LeGoy, Bob [mailto:lrlegoy@mclrenolaw.com]
Sent: Wednesday, January 29, 2014 4:09 PM
To: Steve West
Cc: tjaksick@gmail.com; ssj3232@aol.com; Kevin Riley (kevin@rmb-cpa.com); 'rmorris@rogermorris.com'
Subject: Amended and Restated Shareholder Agreement

Steve, We all reviewed the draft of the Amended and Restated Shareholder Agreement you sent Kevin last month. We want to discuss some changes we think will benefit all the shareholders. Your secretary just told me you are out of the office this week. Please call me at your convenience after you get back so we can discuss the Agreement. I probably will send you an email detailing some changes we would like to discuss.

We also have two questions. Have all the other shareholders already reviewed, revised and executed the Agreement you sent us? We have been told that. Second, how much cash are you holding in your firm's trust account that has been distributed by PG with respect to Sam's stock?

Thanks and we hope you are having a good vacation.

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
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<JAKSICK-AAAshareholderagreement_draft1comments-012814(2).docx> © 2014 Delta Air Lines, Inc. All rights reserved.

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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

February 12, 2014

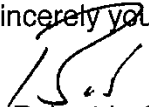
Jessica Clayton, Administrative Assistant
Samuel S. Jaksick, Jr. Family Trust
4005 Quail Rock Lane
Reno, Nevada 89511

Dear Jessica:

Enclosed is a copy of the appraisal of the two vacant parcels located in the Lakeridge Golf Course development. Please note I am copying Kevin with this appraisal report. Please review it with Todd and Stan and if you find any errors that need to be corrected, please call the appraiser directly. With a copy of this letter, we are asking Kevin to do the same.

If you have any legal issues with respect to any of the appraisals, please call me about them. Thank you.

Sincerely yours,


L. Robert LeGoy, Jr.

LRL:dd
Enclosures
cc (w/encls): Kevin Riley, CPA

J:\wpdata\LRL\Estate Plans\Jaksick Trust Administration\2014\Appraisals\letter.lakeridge.wpd

MCL002438

WJ 000978

LeGoy, Bob

From: Kevin Riley <kevin@rmb-cpa.com>
Sent: Monday, February 03, 2014 2:37 PM
To: LeGoy, Bob; ssj3232@aol.com; tjaksick@gmail.com; 'rmorris@rogermorris.com'
Subject: RE: Email to Steve West, Esq. re new Shareholders' Agreement

Hello All.

I am reading the agreement to permit transfers to lineal descendants. What about non-lineal descendants such as brother or sister? We already have an agreement that if Wendy gets licensed that Stan or Todd would transfer shares to her. I am not sure this agreement allows this without obtaining company approval.

With respect to paragraph 4b I think we should specifically add an IRC 6166 exception to allow the shares to be offered as security to the IRS to pay estate taxes if it doesn't run afoul of the Colorado Division of gaming rules.

Kevin - COOG says something about having to be notified for COOG
There is a mandatory dividend element in the agreement to pay income taxes but it is pursuant to NRS. I am not certain it matters but it seems odd that it be NRS rather than Colorado

*then COOG has to approve
for disclosure.*

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: LeGoy, Bob [mailto:lrlegoy@mcclrenolaw.com]
Sent: Monday, February 03, 2014 1:51 PM
To: ssj3232@aol.com; tjaksick@gmail.com; Kevin Riley; 'rmorris@rogermorris.com'
Subject: Email to Steve West, Esq. re new Shareholders' Agreement

Stan, Todd, Kevin and Roger, Below is the email I propose to send to Steve West as soon as we all agree to its language. Please review it in conjunction with the Shareholders' Agreement and Roger's new paragraphs and tell me what changes or questions you have or authorize me to send it. Thanks

Steve, Welcome back. Please accept our apologies for responding so late, but none of us have a record or recollection of receiving your 12/13/13 email. We did not see the Agreement until the middle of January. I cannot explain how that occurred, but we could not have responded more quickly. Regardless, we have carefully reviewed the Agreement you drafted with the Trust's gaming lawyer, Roger Morris, and we want to suggest some changes. We think you did a great job of trying to follow the original agreement. I know from experience that is not easy to do. Our suggestions and questions are as follows. Please review them and then tell us how you think we should proceed. We understand your fees for preparing this Agreement are being paid by the Pioneer Group and are not being charged or allocated to the shares owned by or distributed on behalf of Sam's Estate or Trust.

1. Attached are two paragraphs Roger suggests be added to accommodate the Colorado Gaming Authorities in general and the Jaksicks in particular.
2. Re 4.(a), the first line says the death of a "trustee" triggers the buyout provisions. That does not seem right and it is not mentioned anywhere else in the Agreement. Should it be deleted or expanded? We think it should be deleted.
3. Re 4.(a), we do not think one year is enough time. Sam's Trust hired Roger Morris as a Colorado gaming law specialist, filed Stan's and Todd's applications as soon as it could, and Roger has diligently pushed the applications, and the Colorado Gaming Authorities will not even begin to review the applications until more than a year after Sam's death. Roger says the procedure is much slower than it used to be for some reason. Therefore, the one year requirement is not practical and leaving extensions at the Board's sole discretion is not fair and could result in abuses of shareholders who die in the future. It is more practical and fair to give shareholders a specific time period to file the necessary gaming applications and then give an unlimited time to obtain final licensing unless the shareholders are not making reasonable efforts to pursue licensing.
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5. The third paragraph of 5. should be applicable to shares being purchased as provided in 4.(b). That is the provision you have in the first two paragraphs of 5.
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8. Re your 14., we think the Agreement should be amended only by 100% of the shareholders, as in the current agreement.

Please review these suggestions and let us know when we can discuss them. I am sure you will be buried for a few days, and we are not in any hurry so take your time responding.

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

Maupin, Cox & LeGoy
4785 Caughlin Parkway
P.O. Box 30000
Reno, Nevada 89520
(775) 827-2000
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Legal Assistant: Doris A. Dotson
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From: Steve West [<mailto:swest@westbrown.com>]
Sent: Monday, February 03, 2014 6:41 AM
To: LeGoy, Bob
Subject: RE: Amended and Restated Shareholder Agreement

Bob

I expect to be back in the office tomorrow afternoon and we can talk after that. However, in answer to your first question below, I believe that we have the signatures of all other shareholders. And, although you did not ask, making changes after waiting 6 weeks for comments and having followed up twice during that time to determine the status of either any comments or the signatures on behalf of Sam Jaksick's estate, making changes now may present some real challenges.

As for the funds in our trust account, I do not think that the amount has changed since the last report I gave Kevin, but will confirm that when I am back in the office.

Steve

Stephen C. West

WEST/BROWN

West Brown Huntley Hunter Teodoru PC
100 S. Ridge Street, Suite 204 / P.O. Box 588
Breckenridge, CO 80424
(970) 453-2901 x12
swest@westbrown.com / www.westbrown.com

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From: LeGoy, Bob [<mailto:lrlegoy@mclrenolaw.com>]
Sent: Wednesday, January 29, 2014 4:09 PM
To: Steve West
Cc: tjaksick@gmail.com; ssj3232@aol.com; Kevin Riley (kevin@rmb-cpa.com); 'rmorris@rogermorris.com'
Subject: Amended and Restated Shareholder Agreement

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We also have two questions. Have all the other shareholders already reviewed, revised and executed the Agreement you sent us? We have been told that. Second, how much cash are you holding in your firm's trust account that has been distributed by PG with respect to Sam's stock?

Thanks and we hope you are having a good vacation.

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

Maupin, Cox & LeGoy
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Dotson, Doris

From: LeGoy, Bob
Sent: Tuesday, January 14, 2014 9:33 AM
To: Dotson, Doris
Subject: FW: Amended and Restated Shareholder Agreement
Attachments: ltr shhldr 12-13-13.pdf; A&R shareholder ag body 12-13-13.pdf; A&R shhldr ag sig p.24.pdf

Please print the attachments. Thanks

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

Maupin, Cox & LeGoy
4785 Caughlin Parkway
P.O. Box 30000
Reno, Nevada 89520
(775) 827-2000
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Legal Assistant: Doris A. Dotson
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From: Steve West [<mailto:swest@westbrown.com>]
Sent: Tuesday, January 14, 2014 9:27 AM
To: Kevin Riley (kevin@rmb-cpa.com)
Cc: LeGoy, Bob
Subject: FW: Amended and Restated Shareholder Agreement

Whoops, hit send before I had finished with the attachments. Here is the full package

From: Steve West
Sent: Tuesday, January 14, 2014 10:25 AM
To: Kevin Riley (kevin@rmb-cpa.com)
Cc: 'LeGoy, Bob'
Subject: Amended and Restated Shareholder Agreement

Kevin



Just checking in to be sure you have seen the attached letter, Amended & Restated Shareholder Agreement and signature page. If not, then here you go. If so, has the signature page been executed and headed back to Pioneer or me and, if not, can you please sign, have Stan and Todd sign and then send the original to me??

Of course, if there are any questions or concerns, please do not hesitate to let me know. Thanks.

Steve

Stephen C. West

WEST/BROWN

West Brown Huntley Hunter Teodoru PC
100 S. Ridge Street, Suite 204 / P.O. Box 588
Breckenridge, CO 80424
(970) 453-2901 x12
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BRUCE
THEE
& ASSOCIATES, PC

C E R T I F I E D P U B L I C A C C O U N T A N T S
1 5 0 W E S T H U F F A K E R L A N E , S U I T E 1 0 6 • R E N O , N E V A D A 8 9 5 1 1
7 7 5 - 3 2 3 - 8 4 3 3 F A X 3 2 3 - 8 4 3 4 • w w w . B R U C E T H E E . c o m

January 2, 2014

1/20/14 *Re: new*

L. Robert LeGoy
Maupin, Cox, & LeGoy
4785 Caughlin Parkway
Reno, NV 89509

Re: Montreux Development Group, LLC
Toiyabe Investment Company, Inc.

Dear Mr. LeGoy:

This letter outlines our understanding of the terms and objectives of our valuation engagement.

We will perform valuations, subject to the assumptions and limiting conditions in Appendix A, of an 81.75% membership interest in Montreux Development Group, LLC, a Nevada limited liability company, and a 50% interest in the voting common stock of Toiyabe Investment Company, Inc., a Nevada corporation, as of April 15, 2013. The standard of value we will use is fair market value, which is defined as:

The price at which the property would change hands between a willing buyer and a willing seller, neither being under a compulsion to buy or sell and both having reasonable knowledge of relevant facts.

Although our valuations are intended to estimate fair market value, we assume no responsibility for a seller or buyer's ability to obtain a purchase contracts at that price.

In performing our valuations, we will be relying on the accuracy and reliability of the Company's historical financial statements, forecasts of future operations, or other financial data of your companies. We will not audit, compile, or review those financial statements, forecasts or financial data. We will not express an opinion or any form of assurance on them. Our engagement cannot be relied on to disclose errors, irregularities, or illegal acts, including fraud or defalcations that may exist.

We will document the results of the engagement in written reports. We understand that our valuation conclusions will be used to determine the value of the interests for gift tax

MCL002445

WJ 000985

and estate tax purposes by the Estate of Samuel Jaksick. Use of the reports is restricted to that use and may not be distributed to outside parties to obtain credit or for any other purpose. We have no responsibility to update our valuation reports for events and circumstances that occur after the date of their issuance.

We will perform our appraisal services for a fixed fee of \$10,000, \$5,000 of which we ask be remitted as a retainer with a signed copy of this engagement letter and the balance will be due upon delivery of the reports.

Fees for any services that may be required defending the valuation reports in litigation, including conferences, depositions, court appearances, and testimony, if required, will be billed at our standard hourly rates then in effect.

This Agreement will be governed by the laws of the state of Nevada. The parties to this Agreement hereby agree that exclusive jurisdiction to enforce any of the terms of the Agreement will reside in the courts in the state of Nevada.

In the unlikely event that differences concerning our services or fees should arise that are not resolved by mutual agreement, we both recognize that the matter will probably involve complex business or accounting issues that would be decided most equitably to us both by a judge hearing the evidence without a jury. Accordingly, you and we agree to waive any right to a trial by jury in any action, proceeding or counterclaim arising out of or relating to our services and fees for this engagement.

If any party to the Agreement brings an action based on the Agreement, the prevailing party will be entitled to reasonable expenses therefore, including, but not limited to, attorney's fees and expenses and court costs.

B.W. Thee
If Bruce W Thee & Associates, PC, or any person associated with Bruce W Thee & Associates, PC, becomes involved, *in any way, in any legal or administrative proceeding* relating to the services hereunder or the Report, the Client will indemnify, defend, and hold Bruce W Thee & Associates, PC and any such person harmless from all damages and expenses (including attorney's fees and expenses, and court costs) incurred in connection therewith. However, the Client will not be obligated under the foregoing indemnity agreement in respect of any damages from action in connection therewith to the extent that a court having jurisdiction will have determined a final judgment of such damages to have resulted primarily from the gross negligence or willful misconduct of Bruce W Thee & Associates, PC. In any case, the liability of Bruce W Thee & Associates, PC will not exceed treble the fee paid to Bruce W Thee & Associates, PC. *other than action between us*

In the event the product of this engagement is audited by the Internal Revenue Service or any state tax agency the Client hereby agrees that they may not accept, without the prior written approval of Bruce W Thee & Associates, PC, any adjustment to the value arrived at as a result of this engagement that could potentially subject Bruce W Thee & Associates, PC or any person associated with Bruce W Thee & Associates, PC to any

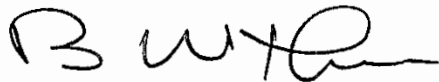
L. Robert LeGoy
January 2, 2014
Page 3

penalties, reprimands or sanctions by the Internal Revenue Service or other taxing agency.

If any portion of this letter is held invalid, it is agreed that such invalidity shall not affect any of the remaining portions.

We appreciate this opportunity to be of service to you. If you agree with the foregoing terms, please sign the copy of this letter in the space provided and return the letter to us.

Sincerely,
Bruce W Thee & Associates, PC



Bruce W Thee, CPA•ABV

This letter correctly sets forth our understanding.

Date

MCL002447

WJ 000987

APPENDIX A

Assumptions and Limiting Conditions

This valuation is subject to the following assumptions and limiting conditions:

1. The conclusion of value is valid only for the stated purpose as of the date of the valuation.
2. Financial statements and other related information provided by Montreux Development Group, LLC and Toiyabe Investment Company, Inc. (hereinafter The Companies) or its representatives, in the course of this engagement, will be accepted without any verification as fully and correctly reflecting the enterprise's business conditions and operating results for the respective periods, except as specifically noted in our report. Bruce W Thee & Associates, PC will not audit, review, or compile the financial information provided to us and, accordingly, we will express no audit opinion or any other form of assurance on that information.
3. Public information and industry and statistical information will be obtained from sources we believe to be reliable. However, we make no representation as to the accuracy or completeness of such information and will perform no procedures to corroborate the information.
4. We will not provide assurance on the achievability of any results forecasted by The Companies because events and circumstances frequently do not occur as expected; differences between actual and expected results may be material; and achievement of the forecasted results is dependent on actions, plans, and assumptions of management.
5. The conclusion of the value arrived at will be based on the assumption that the current level of management expertise and effectiveness will continue to be maintained, and that the character and integrity of the enterprise through any sale, reorganization, exchange, or diminution of the owners' participation will not be materially or significantly changed.
6. The report and the conclusion of value arrived at are for the exclusive use of our client for the sole and specific purposes noted therein. They may not be used for any other purpose or by any other party for any purpose. Furthermore the report and conclusion of value are not intended by the author and should not be construed by the reader to be investment advice in any manner whatsoever. The conclusion of value will represent the considered opinion of Bruce W Thee & Associates, PC, based on information furnished to them by The Companies and other sources.
7. Neither all nor any part of the contents of the report (especially the conclusion of value, the identity of any valuation specialist(s), or the firm with which such valuation specialists are connected or any reference to any of their professional designations) should be disseminated to the public through advertising media, public relations, news media, sales media, mail, direct transmittal, or any other

means of communication without the prior written consent and approval of Bruce W Thee & Associates, PC.

8. Future services regarding the subject matter of the report, including, but not limited to testimony or attendance in court, shall not be required of Bruce W Thee & Associates, PC unless previous arrangements are made in writing.
9. Bruce W Thee & Associates, PC is not an environmental consultant or auditor, and takes no responsibility for any actual or potential environmental liabilities. Any person entitled to rely on this report, wishing to know whether such liabilities exist, or the scope and their effect on the value of the property, is encouraged to obtain a professional environmental assessment. Bruce W Thee & Associates, PC does not conduct or provide environmental assessments and has not performed one for the subject property.
10. Bruce W Thee & Associates, PC will not determine independently whether The Companies is subject to any present or future liability relating to environmental matters (including, but not limited to CERCLA/Superfund liability) nor the scope of any such liabilities. Bruce W Thee & Associates, PC' valuation will take no such liabilities into account, except as they are reported to Bruce W Thee & Associates, PC by The Companies, and then only to the extent that the liability is reported to us in an actual or estimated dollar amount. Such matters, if any, will be noted in the report. To the extent such information is reported to us, Bruce W Thee & Associates, PC will rely on it without verification and will offer no warranty or representation as to its accuracy or completeness.
11. Bruce W Thee & Associates, PC will not make a specific compliance survey or analysis of the subject property to determine whether it is subject to, or in compliance with, the American Disabilities Act of 1990, and the valuation will not consider the effect, if any, of noncompliance.
12. No change of any item in the appraisal report may be made by anyone other than Bruce W Thee & Associates, PC, and we will have no responsibility for any such unauthorized change.
13. Unless otherwise stated, no effort will be made to determine the possible effect, if any, on the subject business due to future Federal, state, or local legislation, including any environmental or ecological matters or interpretations thereof.
14. If prospective financial information approved by management is used in our work, we will not examine or compile the prospective financial information and therefore, will not express an audit opinion or any other form of assurance on the prospective financial information or the related assumptions. Events and circumstances frequently do not occur as expected and there will be differences between prospective financial information and actual results, and those differences may be material.
15. We will conduct interviews with the current management of The Companies or their representatives concerning the past, present, and prospective operating results of the company.
16. Except as noted, we will rely on the representations of the owners, management, and other third parties concerning the value and useful condition of all equipment, real estate, investments used in business, and any other assets or liabilities, except

as specifically stated to the contrary in the report. We will not attempt to confirm whether or not all assets of the business are free and clear of liens and encumbrances or that the entity has good title to all assets.

17. Pursuant to requirements related to practice before the Internal Revenue Service, any tax advice contained in our valuation report or other communications (including attachments) is not intended to be used, and cannot be used, for purposes of (i) avoiding penalties imposed under the United States Internal Revenue Code or (ii) promoting, marketing or recommending to another person any tax-related matter.

LAW OFFICES
WEST BROWN HUNTLEY HUNTER TEODORU 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
D. WAYNE BROWN
FELICE F. HUNTLEY

ERIN C. HUNTER
DANIEL TEODORU
JILL D. BLOCK
Paralegal

December 13, 2013

Shareholders
Pioneer Group, Inc.

Re: Shareholder Agreement

Dear Shareholders:

As the result of the death in April of Sam Jaksick, the largest single stock holder of Pioneer Group, it became necessary to undertake a thorough review of the March 1, 2005 Shareholder Agreement. As the result of that review, a number of issues with the Shareholder Agreement were identified and it was determined that amendments were required to address those issues. The purpose of this letter is to provide an explanation of the issues identified with the Shareholder Agreement and why it is recommended that the enclosed Amended and Restated Shareholder Agreement be executed by all of the Shareholders.

The first and most critical problem with the original Shareholder Agreement is that it was executed individually by all of the owners of shares in 2005, except that Sam Jaksick, George Brown, Dave Douglass and Evelyn Oliver, as trustee of her trust, did not execute the Shareholder Agreement. Instead, the Shareholder Agreement was executed by the Trustees of the Pioneer Group Operating Trust, which was a trust purportedly set up to hold all of the shares then owned by Sam Jaksick, George Brown, Dave Douglass and Evelyn Oliver's trust. However, the records of Pioneer Group, Inc. clearly indicate that none of the stock of any of those four shareholders ever was transferred to the Pioneer Group Operating Trust. Accordingly, it appears that the Shareholder Agreement was not properly executed by all of the shareholders, although it has been relied upon and complied with since 2005.

The most critical and pressing problem with the March 1, 2005 Shareholder Agreement is that it included a restriction of 9 months within which the stock of any deceased shareholder must be approved by the Division of Gaming for transfer to a deceased shareholder's beneficiaries. Recent experience suggests that the Division of Gaming may not approve such

*from the
or to purchase the stock by co. / referred
on next page)*

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Shareholders
Pioneer Group, Inc.
December 13, 2013
Page 2

transfers within that 9 month period, even if the application for approval is filed within a relatively short period after a shareholder's death. The problem with the 9 month limitation for Division of Gaming approval has come to light as the result of discussions with Gaming concerning the approval of the transfers of Sam Jaksick's shares.

Because the 9 month limitation appears not to be realistic based on gaming's inability to process approvals of new shareholders timely and because the only remedy provided in the current Shareholder Agreement, if the 9 month limitation is not met, is for Pioneer Group to purchase all of the decedent's shares and, if it is not possible for Pioneer Group to purchase the shares because it does not have sufficient funds, for the remaining shareholders to purchase all of those shares, the thinking is that it makes sense to provide some flexibility on the 9 month limitation. With Sam Jaksick's interest in Pioneer Group being in excess of 37% and the cost to purchase the entirety of his interest being so substantial, rather than putting Pioneer Group or the shareholders in the difficult, if not impossible, position of acquiring the entirety of Sam Jaksick's 37% interest, amending the Shareholder Agreement before the January 21, 2014 end of 9 months from Sam's death seemed the best course of action.

In addition, there has been a significant increase in the transfer of shares to family or living trusts and the original Shareholder Agreement does not take in to account such ownership and the passage of the beneficial interest in such trust owned shares upon the death of the beneficiary of a trust. Accordingly, it was thought that the Amended and Restated Shareholder Agreement should address those circumstances. The changes to deal with trust ownership and passage of the beneficial interest in such trust owned shares, combined with the need to deal with associated Division of Gaming approval, account for most of the changes reflected by the Amended and Restated Shareholder Agreement.

Based on the need to have the Shareholder Agreement executed by all of the shareholders and the recommended changes described above, I have prepared the enclosed Amended and Restated Shareholder Agreement for execution by each shareholder.

The changes reflected by the Amended and Restated Shareholder Agreement are as follows: the (date) the changes in paragraphs 2, 4 and 5 dealing with the trust ownership issues; the extension of the 9 month limitation to 1 year and the provision allowing the Board of Directors to grant a further extension of that 1 year in Section 4.(a); the clarification of some of the language in Sections 6 and 7; the correction of typographical and spelling errors and section references in Sections 6, 7, 8 and 11; the addition of a notice provision as new Section 12; lowering the amendment requirement in Section 14 from 100% to two-thirds; and the creation of individual signature pages for each current holder of stock in Pioneer Group, Inc.

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approval from co
p. selling R-H

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WJ 000992

Shareholders
Pioneer Group, Inc.
December 13, 2013
Page 3

I am happy to answer questions from any of the shareholders and hope all of you agree that it is in the best interests of Pioneer Group, Inc. and each of you individually to sign and return your individual signature pages as soon as possible.

Sincerely,

A handwritten signature in black ink, appearing to read "SC West", with a stylized flourish at the end.

Stephen C. West

SCW/amw
Enclosures
3607.05

MCL002453

WJ 000993

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

November 18, 2013

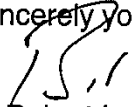
Jessica Clayton, Administrative Assistant
Samuel S. Jaksick, Jr. Family Trust
4005 Quail Rock Lane
Reno, Nevada 89511

Dear Jessica:

Enclosed are two copies of the revised appraisal for the Bronco Billy's Casino and Hotel properties and vacant land located in Cripple Creek, Colorado. Please review it with Todd and Stan and if you find any errors that need to be corrected, please call Bill Kimmel. If you have any questions about it, please call Bill, Kevin or me.

If you have any legal issues with respect to any of the appraisal, please call me about them. Thank you.

Sincerely yours,


L. Robert LeGoy, Jr.

LRL:dd
Enclosures

J:\wpdata\LRL\Estate Plans\Jaksick Trust Administration\2013\Appraisals\Bronco Billy's.wpd

MCL002454

WJ 000994

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 24, 2013

Mr. Todd B. Jaksick, Co-Trustee
Mr. Stanley S. Jaksick, Co-Trustee
4005 Quail Rock Lane
Reno, Nevada 89511

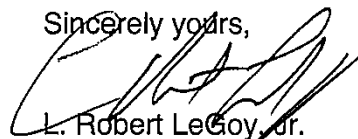
Kevin Riley, CPA
Rossman MacDonald & Benetti, CPAs
3838 Watt Avenue, Suite E-500
Sacramento, California 95821

Dear Todd, Stan and Kevin:

This letter is to supplement and amend the Engagement Letter we sent you dated June 12, 2013, a copy of which is attached and incorporated herein by reference. Article II., the LEGAL FEES, Section is hereby amended to agree that the Trust will pay our firm \$5,000 each month, beginning October 1, 2013 and then pay the balance owed to us when the Colorado gaming licenses are issued to Todd and/or Stan and the distributions from Pioneer Group, Inc. are distributed to the Trust. We agreed this final amount will not exceed \$50,000 unless separately agreed by all of us. Any additional fees thereafter will be paid on a monthly basis.

If you have any questions about this amendment to the Engagement Letter, please call me. If it is satisfactory to you, please all of you execute it. We are asking Kevin to execute it because he is still a Co-Executor of Sam's estate, even though he has resigned as a Co-Trustee of Sam's Trust.

Sincerely yours,



L. Robert Legoy, Jr.

LRL:dd
Enclosures

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APPROVAL OF AMENDMENT TO
ENGAGEMENT

We have read the attached letters and agree to the representation of us by Maupin, Cox & LeGoy, as well as the other terms of the engagement, effective as of the date on which Maupin, Cox & LeGoy first provided services to us.

Dated: _____

Todd B. Jaksick

Dated: _____

Stanley S. Jaksick

Dated: _____

Kevin Riley

J:\wpdata\LRLEstate Plans\Jaksick Trust Administration\2013\AmendmenttoEngagementLetter.Letter

Dotson, Doris

From: Motta, Heather
Sent: Wednesday, October 16, 2013 3:14 PM
To: Dotson, Doris
Subject: RE: Jaksick Trust
Attachments: Engagement-ltr.PDF

Doris: It isn't in the Probate file and Brian doesn't remember getting the signed letter back from Todd, Stanley or Kevin. I have a copy of what we sent, but that is it. I've attached it for your reference.

Heather Motta, Legal Assistant
Maupin, Cox & LeGoy
4785 Caughlin Parkway
Reno, Nevada 89519
(775) 827-2000, ext. 134
(775) 827-2185 (facsimile)
Assistant to C. Robert Cox, Esq., Rick R. Hsu, Esq.,
Brian C. McQuaid, Esq. and Melissa Dooley Johnson, Esq.

From: Dotson, Doris
Sent: Wednesday, October 16, 2013 2:44 PM
To: Motta, Heather
Subject: Jaksick Trust

Heather:

Do you have the original signed Engagement Letter for the Jaksick Trust Administration? If so, I need to have that letter. Thanks.

Sincerely,

Doris A. Dotson

Doris A. Dotson, Legal Assistant to
L. Robert LeGoy, Jr., Esq.
Maupin, Cox & LeGoy, A Professional Corporation
4785 Caughlin Parkway
Reno, Nevada 89519
(775) 827-2000
(775) 827-2185 (facsimile)
ddotson@mclrenolaw.com

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Dotson, Doris

From: LeGoy, Bob
Sent: Tuesday, October 15, 2013 9:09 PM
To: Dotson, Doris
Cc: jtclaytone@aol.com; ssj3232@aol.com; tjaksick@gmail.com; McQuaid, Brian; Kevin Riley
Subject: Re: Lee Smith appraisals

Doris, please open the box from Lee Smith that is on the floor in my office. There should be a cover letter or summary memo in it. Please fax or email a copy of it to Kevin. If there is not a recap of all the values, overnight copies of all the appraisals to Kevin. Call my cell or ask Brian if you have any questions. Thanks

Sent from my iPhone

On Oct 15, 2013, at 7:47 PM, "Kevin Riley" <kevin@rmb-cpa.com> wrote:

Hmmm....I will eventually need all the appraisals. I am curious what the appraised values are. Can we request a summary of values from Lee smith?

Sent from my Android

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

From: LeGoy, Bob [lrlegoy@mclrenolaw.com]
Received: Tuesday, 15 Oct 2013, 7:30pm
To: 'Jessica Clayton' [jtclaytone@aol.com]; ssj3232@aol.com [ssj3232@aol.com]; tjaksick@gmail.com [tjaksick@gmail.com]; Kevin Riley [kevin@rmb-cpa.com]; McQuaid, Brian [bmcquaid@mclrenolaw.com]
Subject: Lee Smith appraisals

Team, Late this afternoon, I received a large box with Lee's appraisals. It is in my office, and I did not even open it. I am out of my office until Monday. If any of you wants to review Lee's appraisals, please tell Brian where our errand people should deliver it. Otherwise, I will look at it Monday. Thanks and have a good weekend.

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 & LE GOY

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 18, 2013

Jessica Clayton, Administrative Assistant
Samuel S. Jaksick, Jr. Family Trust
4005 Quail Rock Lane
Reno, Nevada 89511

Dear Jessica:

Enclosed is a copy of the appraisal of Sam's airplane prepared by Sterling Air, Ltd., together with their cover letter and their invoice for \$550. Please pay the invoice at your earliest convenience and file the appraisal report.

In addition to the foregoing, I am enclosing a bound appraisal report prepared by Bill Kimmel for 4005 Quail Rock Lane.

Please note I am copying Kevin with both these appraisal reports. Please review them with Todd and Stan and if you find any errors that need to be corrected, please call the appraisers directly. With a copy of this letter, we are asking Kevin to do the same.

If you have any legal issues with respect to any of the appraisals, please call me about them. Thank you.

Sincerely yours,


L. Robert LeGoy, Jr.

LRL:dd
Enclosures
cc (w/encls): Kevin Riley, CPA

J:\wpdata\LRL\Estate Plans\Jaksick Trust Administration\2013\Appraisals.Letter

MCL002460

WJ 001000

LeGoy, Bob

From: LeGoy, Bob
Sent: Thursday, September 05, 2013 10:19 AM
To: Brett Scolari; John P. Desmond; Benjamin W. Kennedy
Cc: tjaksick@gmail.com; ssj3232@aol.com; Kevin Riley (kevin@rmb-cpa.com); 'Jessica Clayton'; 'rmsader@sbcglobal.net'; Malloy, Mike; McQuaid, Brian; Procter Hug IV; Hug, Procter; Winkel, Robert A.
Subject: RE: Montreux Development Group, LLC vs Gateway, et. al

Dear Messrs. Scolari, Desmond & Kennedy,

I am surprised at your letter and that Todd and Stan authorized it. They hired our firm to help them with Sam's Estate and Trust long after this litigation began, and we have worked diligently on those matters even though they told us they are not in a position to pay us. Two days ago, Todd asked me to do some nonessential work without saying a word about your letter. I agreed even though I knew we might not get paid for a long time because I liked him and liked working with him.

The litigation referred to in your letter was filed by MDG's previous counsel in March of 2012 against Gateway, et.al. and served on our law firm in July 2012. Our firm filed an answer and counterclaim in August 2012, and nothing has transpired in the case since that time. Neither of the two previous attorneys that represented MDG in this matter, nor Todd or Stan, ever raised any concern about a conflict of interest. Sam died on April 21, 2013, and our firm did not commence representation of the Jaksick Estate and Trust until requested to do so by Todd and Stan long after the litigation had been filed.

Our firm has never represented MDG or anyone in the Jaksick family with regards to MDG. Our firm has never obtained any information from representing the Jaksick Estate and Trust regarding MDG or the issues relevant to MDG's lawsuit with Gateway. Under Rule 1.7(a)(1), there is no concurrent conflict of interest if MDG is not a "client" of our firm. As a result, we do not believe there is a conflict of interest.

Please advise Todd and Stan it will take us some time to formally respond to your letter, and as you demand, we will not do any more work for them until this matter is resolved. We presume you will immediately take responsibility for all Trust and Estate matters. Please be advised there is an important hearing next Thursday, and we presume you will find qualified lawyers who will substitute in and appear at that hearing with Todd and Stan. The Petition and proposed Order are filed with the Court, but the new lawyers will have to file a formal Substitution of Counsel and prepare all other related pleadings and documents. If for any reason you cannot find qualified lawyers to handle the hearing, please tell us no later than next Wednesday at noon. In the event there has been no formal Substitution of Counsel filed by that time, we will contact the probate commissioner's office to take the hearing off the calendar.

This letter is not the place to argue the merits of the case, but our firm does not see the suit as "a water grab with no basis in fact or law." I am told Gateway's claim to the water rights is based on a water rights deed and trustee's deed from an affiliate of the lender who foreclosed on the property. The lender's Deed of Trust stated it encumbered "all water stock and water rights owned by Borrower" and that "the execution of partial releases of the security ... do not diminish the force and effect of the Deed of Trust." At the time of the foreclosure the Borrower still owned the water rights in question. MDG's claim to the water rights is based on a deed that was recorded after the Borrower had defaulted, the lender had foreclosed, and the lender had conveyed the water rights to Gateway. The lawyers in our firm who are representing Gateway, et. al. think they have a valid case, but wanted to resolve it without further litigation. Rob Winkel was planning to meet with Bob Sader and Stan to attempt to amicably and equitably resolve the matter without further litigation. We still believe that would be useful.

You can expect to hear from us in the next couple weeks with a formal response to your letter.

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: Tiffani M. Higgins [mailto:thiggins@GORDONSILVER.com]
Sent: Wednesday, September 04, 2013 5:00 PM
To: Malloy, Mike; McQuaid, Brian; Procter Hug IV; LeGoy, Bob; Hug, Procter; Winkel, Robert A.
Cc: Brett Scolari; John P. Desmond; Benjamin W. Kennedy
Subject: Montreux Development Group, LLC vs QS LLC, et. al

Gentlemen,

Please find enclosed the attached letter, regarding Montreux Development Group, LLC vs. QS LLC, et. al.

The original will be shipped to you today, September 4, via US Mail.

If you have any questions feel free to call Brett Scolari directly at 775-343-7500.

Thank you,
Tiffani Higgins

Tiffani Higgins
Legal Assistant
Gordon Silver
100 W. Liberty Street Ste. 940
Reno, NV 89501

Tel: 775.343.7500
Fax: 775-786-0131
E-mail: thiggins@GORDONSILVER.com



September 4, 2013

VIA US Mail and Email

Michael E. Malloy, Esq.
mmalloy@mclrenolaw.com
Brian C. McQuaid, Esq.
bmcquaid@mclrenolaw.com
Proctor J. Hug, IV, Esq.
phugiv@mclrenolaw.com

Robert L. LeGoy Jr., Esq.
rllegoy@mclrenolaw.com
Proctor J. Hug, Esq.
phug@mclrenolaw.com
Robert A. Winkel, Esq.
rwinkel@mclrenolaw.com

MAUPIN, COX & LEGOY
4785 Caughlin Parkway
Reno, NV 89520

Re: Montreux Development Group, LLC vs. QS LLC, et. al.

Gentlemen:

As you are aware, this firm represents Montreux Development Group, LLC ("MDG") in the above-entitled action. This letter is to follow-up on recent discussions that we have had related to an actual conflict of interest from your firm's simultaneous representation of Gateway Company, L.C., QS LLC (collectively "Gateway"), the Estate of Sam S. Jaksick, Jr., Todd B. Jaksick and their related trust entities (collectively the "Jaksick Estate"). The undisputed facts related to this conflict are as follows:

1. MDG is the plaintiff in the above-entitled action;
2. Sam S. Jaksick, Jr. (Deceased) and Stanley Jaksick are Managing Members of MDG;
3. Your firm currently represents Gateway, defendants and counterclaimants in the above-entitled action;
4. Robert Winkel and Proctor Hug are Managing Members of QS LLC;
5. Your firm represented the Jaksick Estate at the time Gateway made a claim for the water rights in dispute and currently represents the Jaksick Estate on estate planning and taxation matters; and
6. The majority of the individuals to whom this letter is addressed have performed work on the Jaksick Estate.

The foregoing facts present a conflict pursuant to Rule 1.7 of the Rules of Professional Conduct which states as follows:

Rule 1.7. Conflict of Interest: Current Clients.

(a) Except as provided in paragraph (b), a lawyer shall not represent a client if the representation involves a concurrent conflict of interest. A concurrent conflict of interest exists if:

100 W LIBERTY STREET, SUITE 940 | RENO, NEVADA 89501
T: 775.343.7500 | F: 775.786.0131
gordonsilver.com

LAS VEGAS | PHOENIX | RENO | WASHINGTON, D.C.

MCL002463

WJ 001003

- (1) The representation of one client will be directly adverse to another client; or*
- (2) There is a significant risk that the representation of one or more clients will be materially limited by the lawyer's responsibilities to another client, a former client or a third person or by a personal interest of the lawyer.*
- (b) Notwithstanding the existence of a concurrent conflict of interest under paragraph (a), a lawyer may represent a client if:*
 - (1) The lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client;*
 - (2) The representation is not prohibited by law;*
 - (3) The representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal; and*
 - (4) Each affected client gives informed consent, confirmed in writing.*

The limitations imposed by Rule 1.7 are well defined. Nevada's Rule of Professional Conduct 1.7 is the same as ABA Model Rule 1.7. There are countless examples in the comments to ABA Model Rule 1.7 that are far less egregious than the circumstances here where the drafters of the rule concluded that simultaneous representation could not be undertaken.

The representation of Gateway by your firm is directly adverse to the Jaksick Estate. This constitutes an actual conflict, and, even if the Jaksick Estate was willing to waive the conflict, the information gained in the representation of Jaksick Estate is imputed to the entire firm. Thus, even assuming Gateway was represented by another firm, the information obtained in the representation of the Jaksick Estate is imputed to Mr. Winkel and Mr. Hug, both who are Managing Members of QS LLC, a party to the above-entitled action. Such information could be used to the disadvantage of MDG and the representation of these clients will be materially limited by the firm's responsibilities to the other client as well the personal interests of Mr. Winkel and Mr. Hug. As a result, these circumstances present conflicts on multiple levels which cannot be effectively "walled off" within the firm and waived by the Jaksick Estate, or otherwise remedied by retaining counsel to represent Gateway.

Gateway's claims to the water rights in the above-entitled action are nothing more than a water grab with no basis in fact or law. Gateway knows full well that the water rights are owned by MDG. The original lender waived any and all claims it had to the water rights and expressly released the water rights from the lien of its deed of trust. As such, the water rights were not encumbered by the deed of trust at the time of the foreclosure sale, and were not transferred by the subsequent trustee's deed. Our client has indicated that in light of the foregoing, anything short of Gateway dropping all claims to those water rights and filing a joint stipulation to that effect with the court, they will unfortunately be forced to demand that all current work on the Jaksick Estate be stopped by your firm and fees paid for that work be returned immediately. Further, MDG will instruct Gordon Silver to take the necessary steps to vigorously pursue the conflict issue outlined herein.

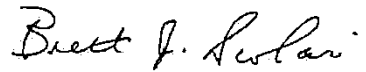
MAUPIN, COX & LEGOY

Page 3

Please contact us within 5 business days and indicate how your firm will proceed. Thank you for your time and attention to this matter.

Sincerely,

GORDON & SILVER, LTD.

A handwritten signature in cursive script that reads "Brett J. Scolari".

Brett J. Scolari

cc: Stan Jaksick
Todd Jaksick
Robert M. Sader, Esq.

MCL002465

WJ 001005

Dotson, Doris

From: LeGoy, Bob
Sent: Tuesday, August 13, 2013 3:55 PM
To: Dotson, Doris
Subject: FW: Estate of Sam Jaksick Appraisal
Attachments: Engagment letter 13-040.pdf

Please print the attachment in final. 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, August 06, 2013 2:33 PM
To: tjaksick@gmail.com; ssj3232@aol.com; Kevin Riley (kevin@rmb-cpa.com)
Subject: FW: Estate of Sam Jaksick Appraisal

Todd, Stan & Kevin, I do not exactly understand Bill's proposal. Can we have a short phone conversation about it?

Also, I had on my list for our 2 pm phone conference yesterday that John Desmond, Esq. has never called my associate, Proc Hug, IV to discuss his opinions that some of Sam's personal guaranties might have died with him. Proc looked at the issue again when he thought John was going to call him, and he found nothing to support John's opinion. I wanted to remind you to please have John call Proc so they can hopefully agree on this issue. It is a big issue, and I do not want John or anyone else second-guessing what we are doing. When there is disagreement on such a big issue, it is best to put our heads together to share our research and experiences and make the best decisions. We want the best outcome for you, so we have no problem being told we are wrong. I forgot to bring this up yesterday. Please have John call Proc ASAP because we are receiving creditors' claims.

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
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From: Secretary Kimmel [<mailto:kimmelsec@att.net>]
Sent: Tuesday, August 06, 2013 1:15 PM
To: LeGoy, Bob
Cc: Todd Jaksick
Subject: Estate of Sam Jaksick Appraisal

Please see attached files on behalf of Mr. Kimmel.

Thank you

Corrina Kitchen
William Kimmel & Associates
1281 Terminal Way ~Suite 205
Reno, NV 89502
775.323.6400

Dotson, Doris

From: LeGoy, Bob
Sent: Tuesday, August 13, 2013 3:55 PM
To: Dotson, Doris
Subject: FW: Estate of Sam Jaksick Appraisal
Attachments: Engagment letter 13-040.pdf

Please print the attachment in final. 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, August 06, 2013 2:33 PM
To: tjaksick@gmail.com; ssj3232@aol.com; Kevin Riley (kevin@rmb-cpa.com)
Subject: FW: Estate of Sam Jaksick Appraisal

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Also, I had on my list for our 2 pm phone conference yesterday that John Desmond, Esq. has never called my associate, Proc Hug, IV to discuss his opinions that some of Sam's personal guaranties might have died with him. Proc looked at the issue again when he thought John was going to call him, and he found nothing to support John's opinion. I wanted to remind you to please have John call Proc so they can hopefully agree on this issue. It is a big issue, and I do not want John or anyone else second-guessing what we are doing. When there is disagreement on such a big issue, it is best to put our heads together to share our research and experiences and make the best decisions. We want the best outcome for you, so we have no problem being told we are wrong. I forgot to bring this up yesterday. Please have John call Proc ASAP because we are receiving creditors' claims.

Thanks

Bob LeGoy

L. Robert LeGoy, Jr., Esq.

Maupin, Cox & LeGoy
4785 Caughlin Parkway
P.O. Box 30000
Reno, Nevada 89520
(775) 827-2000
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From: Secretary Kimmel [<mailto:kimmelsec@att.net>]
Sent: Tuesday, August 06, 2013 1:15 PM
To: LeGoy, Bob
Cc: Todd Jaksick
Subject: Estate of Sam Jaksick Appraisal

Please see attached files on behalf of Mr. Kimmel.

Thank you

Corrina Kitchen
William Kimmel & Associates
1281 Terminal Way ~Suite 205
Reno, NV 89502
775.323.6400

LeGoy, Bob

From: McQuaid, Brian
Sent: Monday, August 12, 2013 3:38 PM
To: LeGoy, Bob
Subject: FW: Jaksicks

Here it is...

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

See 8/12/13
response email
Steve West

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From: Steve West [mailto:swest@westbrown.com]
Sent: Wednesday, August 07, 2013 3:26 PM
To: LeGoy, Bob
Cc: 'rmorris@rogermorris.com'; McQuaid, Brian
Subject: RE: Jaksicks

Bob

Roger's suggested changes are fine with me. However, there are 2 additional issues that seem to me still need to be resolved.

First, as a follow up to my email to you the other day about how the Amended and Restated Shareholder Agreement could be signed by a representative of Sam Jaksick's stock so that we can get the extension of the 9 month time limit to qualify for Division of Gaming approval in place before the end of the 9 months from the date of his death, I wonder if the Order could include some sort of authorization for the Co-Executors to execute documents. Maybe the Order could include something to the effect of: "Until such time as the Colorado gaming authorities approve the change of ownership of the Pioneer Group, Inc. stock, the Co-Executors may execute such documents as may be necessary and proper with respect to such stock."

Without something like that or some other creative solution, it seems that we will not be able to get the Amended and Restated Shareholder Agreement fully approved and in effect, and the 9 month time limit may expire on January 21, 2014, which may be before Gaming has approve the change of ownership.

I am ready to present the Amended and Restated Shareholder Agreement to the Board of Directors and then for it to be distributed to the other shareholders, but am holding off on doing any of that until we have resolved how it can be executed on behalf of the stock that is in Sam Jaksick's name.

The second issue is that I thought there was going to be some portion of the Court's order dealing with the incomplete and unclear gift of stock by Sam Jaksick prior to his death. Not only is there the inconsistency of "6% of his stock" in the Declarations of Gifts to each of Stan and Todd dated April 15, 2013 vs. the statement of intent to transfer to each of

Todd and Stan "6% of stock in the entire Company" in the 2006 Second Amendment to the Family Trust, but there is also the issue that the gifted stock was not transferred (nor was it approved for transfer by Gaming), remains in Sam Jaksick's name, and thus technically remains in his estate. Accordingly, it seems to me that, to address the inconsistency and to provide Gaming and Pioneer with the necessary evidence of the authority for 6% of the issued and outstanding shares of Pioneer to be transferred to Stan's and Todd's trusts, some sort of order is needed to verify the amount of stock and its transfer directly to Todd's and Stan's trusts is needed. Presumably the basis for such clarification and authorization to transfer is the same as for the remainder of the Pioneer stock to be transferred to the Family Trust. Absent that, it seems to me either that the Declarations of Gifts that are much more recent than the Second Amendment have to be followed literally or, alternatively, that all of the stock in Sam Jaksick's name will be transferred to the Family Trust as provided for in the proposed Order because it makes no provision for the prior gifts.

Thanks for getting back to me with proposed resolutions of both of these issues or for correcting me if I am wrong on any of what I have suggested.

Steve

Stephen C. West, Esq.
West Brown
Huntley Hunter Teodori PC
100 S. Ridge Street, Suite 204
P.O. Box 588
Breckenridge, CO 80424
Telephone: (970) 453-2901 ex.12
Email: swest@westbrown.com
Website: www.westbrown.com

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From: LeGoy, Bob [<mailto:lrllegoy@mclrenolaw.com>]
Sent: Monday, August 05, 2013 5:08 PM
To: McQuaid, Brian
Cc: 'tjaksick@gmail.com'; 'ssj3232@aol.com'; Kevin Riley (kevin@rmb-cpa.com); Steve West; 'rmorris@rogermorris.com'
Subject: RE: Jaksicks

Brian, Roger reviewed our proposed Order and he had two changes he wants. He wants "unless and until" to replace "until" in the middle of the third sentence of paragraph 12., and he wants the fourth sentence to end with "should be completed within a reasonable time" in place of "should be completed by the end of 2013." Please make those changes to the Order. 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
lrllegoy@mclrenolaw.com

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From: LeGoy, Bob
Sent: Monday, August 05, 2013 3:18 PM
To: Steve West (swest@westbrown.com); 'rmorris@rogermorris.com'
Cc: tjaksick@gmail.com; ssj3232@aol.com; Kevin Riley (kevin@rmb-cpa.com); McQuaid, Brian
Subject: FW: Jaksicks

Steve & Roger, Attached is the proposed Order we already have submitted to the Court in Sam's probate. The Petition will be heard at 8:15 am PST on September 12. Todd, I and possibly Stan will appear to present the Petition and Order to the Judge. Steve called last week to discuss his concerns with the terms of the Petition. We believe those concerns are resolved in the attached Order, which was submitted to the Court before Steve called. Both of you please review E. on page 9. It specifically states that it is subject to the provisions of paragraph 12. Paragraph 12. provides for approval by the Colorado gaming authorities. Please call Brian or me if you have any questions about or suggestions regarding that language. Thanks for all your help with these matters.

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

Maupin, Cox & LeGoy
4785 Caughlin Parkway
P.O. Box 30000
Reno, Nevada 89520
(775) 827-2000
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William G. Kimmel
Real Estate Appraiser & Consultant

Airport Center
1281 Terminal Way, Suite 205
Reno, Nevada 89502
775.323.6400 ~ william.kimmel@att.net

August 6, 2013

Robert LeGoy
Attorney at Law
Maupin, Cox & LeGoy
4785 Caughlin Parkway
Reno, NV 89509

Re: Estate of Sam Jaksick

Dear Bob:

From the latest data sent to me by Kevin Riley there would two dates of value, although they would essentially have the same valuation numbers. One would be for April 15, 2013 and the other would be the date of death of Sam as of April 21, 2013. This would relate only to the Cripple Creek property, or more specifically Pioneer Group Inc.

I have submitted my application for a temporary appraisal permit for the state of Colorado and I am assuming that I will receive it relatively soon, that is within the next week or two. At that point I will set up an appointment to visit the facilities in Cripple Creek with Vicky Eshelman, CPA, CFO. I am not entirely sure of all the properties that they own, but I have asked Vicky for the necessary information.

My fee to appraisal the Cripple Creek properties would be \$12,000.

The next area of consideration would relate to a variety of vacant lots, all of which on in Montreux, plus there is the house/office at 4005 Quail Rock Lane in the name of the Samuel Jaksick Jr. Family Trust. Originally there were to be 7 lots in Montreux owned by LSB and three held in the name of Sam Jaksick Jr., this however, has changed based upon the information sent to me by Kevin Riley, CPA. It is now my understanding that in the Montreux area there will

13-040

MCL002473

WJ 001013


be 52 lots owned by Montreux Development with a date of value as of April 15, 2013 for gift tax purposes, then 3 lots owned by Sam Jaksick Jr. as well as 7 lots owned by ALSB Limited with these latter two as of April 21, 2013 for estate tax purposes.

Essentially then, there will be 62 lots valued in Montreux plus the house/office as previously mentioned. My fee for all of these properties (not including Cripple Creek) would be \$12,500. While I would doubt that there would be any pretrial or trial work involved this would be at the rate of \$300 per hour but any discussions regarding the actual appraisals would be at no extra charge unless there would be some type of litigation in the future.

Todd had indicated that he wanted to pay a retainer upfront in order to lessen the final charges and that is O.K with me if you choose to do so.

Thank you for allowing me to provide you with this proposal and if you have any questions please don't hesitate to contact me.

Sincerely,



William G. Kimmel, MAI, SREA
Certified General Appraiser
State of Nevada
Certification No. A.0000004-CG

WGK/mm

William G. Kimmel
Real Estate Appraiser & Consultant

Airport Center
1281 Terminal Way, Suite 205
Reno, Nevada 89502
775.323.6400 ~ william.kimmel@att.net

August 6, 2013

Robert LeGoy
Attorney at Law
Maupin, Cox & LeGoy
4785 Caughlin Parkway
Reno, NV 89509

Re: Estate of Sam Jaksick

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13-040

MCL002475

WJ 001015

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Thank you for allowing me to provide you with this proposal and if you have any questions please don't hesitate to contact me.

Sincerely,



William G. Kimmel, MAI, SREA
Certified General Appraiser
State of Nevada
Certification No. A.0000004-CG

WGK/mm

13-040

MCL002476

WJ 001016

LeGoy, Bob

From: Kevin Riley <kevin@rmb-cpa.com>
Sent: Wednesday, July 24, 2013 4:15 PM
To: LeGoy, Bob
Subject: indemnification agreement

Bob,

I just left you a voicemail, but we have two situations that have come up and an inevitable situation that I need clarification of as follows:

- 1) An s-corporation that Todd controls and Sam's trust is no longer involved in (other than a loan payable to Sam) has a \$115k loan payment that was due July 1. There are insufficient funds in the s-corporation to make the payment. Todd would like to exercise the indemnification agreement to have the trust perform on the loan. Sam's trust is a contingent guarantor as part of the loan complex. We need advice on how to handle this. Can we make the payment in performance of the guarantee or indemnification agreement or both?
- 2) White pine lumber co an (s-corporation) that Sam owned 100% has a loan payment due in the amount of \$115k and Sam was a guarantor of the loan. There are no funds to pay the loan. Do we make the payment to perform on the guarantee. My thought is yes make the payment directly to the creditor from the trust. But we need to know if this is appropriate. I am not sure White Pine is solvent.
- 3) Historically Sam always advanced monies either as investments or loans to fund certain money losing business operations and to fund investment opportunities. My understanding is that as trustees, we also have discretion to do so as well. However, is this appropriate. If there are problems of performance to creditors, will an investment be problematic for us trustees? Will a loan to a related party be problematic?

Can you call me?

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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owned 13% of the, 13% equity, 49% debt, 38% equity
1) Bright Yellow I have \$100k in my Ag Credit
that is part of \$3m in package that is
all cross-collateralized. Has subordination
over assets \$3m. I need full guarantee to

MCL002477

WJ 001017

Tell does not have to pay for the
 print. Explain the other & effect to
 senior in line. He will make this
 under the plan for print. and 1/2
 2) 1/26 on Ln - part / Ag. 1/26 3m
 Mail-coll. standing. It has credit but
 might not be relevant.
 sent at only for ~~hand~~ 1/26 1/26
 print & White Pine bank of record
 records & from her grandmother 1/26 on
 of debt & there are only records
 similar to that. 1/26 1/26 1/26
 It is not to print in copies.

Dotson, Doris

From: LeGoy, Bob
Sent: Wednesday, July 17, 2013 9:57 AM
To: 'Jessica Clayton'; kevin@rmb-cpa.com
Cc: tjaksick@gmail.com; ssj3232@aol.com; McQuaid, Brian; Dotson, Doris
Subject: RE: Agreement and Consent to Proposed Action - Executed

Yes. That would be great. 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: Wednesday, July 17, 2013 9:57 AM
To: jtclaytone@aol.com; kevin@rmb-cpa.com; LeGoy, Bob
Cc: tjaksick@gmail.com; ssj3232@aol.com
Subject: Re: Agreement and Consent to Proposed Action - Executed

Oh Kev,

I just noticed your signature isn't on it, so maybe it's ok that you print this and sign and send to Bob's office?

Bob, will that work?

Thank you,

Jess

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

From: Jessica Clayton <jtclaytone@aol.com>

To: kevin <kevin@rmb-cpa.com>; Irlegoy <Irlegoy@mclrenolaw.com>
Cc: tjaksick <tjaksick@gmail.com>; ssj3232 <ssj3232@aol.com>
Sent: Wed, Jul 17, 2013 9:55 am
Subject: Agreement and Consent to Proposed Action - Executed

Hi Bob and Kev,

Attached please find the executed Agreement and Consent to Proposed Action.

Thanks so much,

Jess

Dotson, Doris

From: Jessica Clayton <jtclaytone@aol.com>
Sent: Wednesday, July 17, 2013 10:03 AM
To: LeGoy, Bob; kevin@rmb-cpa.com
Cc: tjaksick@gmail.com; ssj3232@aol.com; McQuaid, Brian; Dotson, Doris
Subject: Re: Agreement and Consent to Proposed Action - Executed

Hi Bob,

Jim Corica is planning to bring all the originals to your office today. Would you prefer them around lunch time or he was asking if on his way home from work this afternoon would work (before 5pm)? If you want to get it filed today, I will tell him by noon.

Thanks so much,

Jess

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

From: LeGoy, Bob <lrlgoy@mclrenolaw.com>
To: 'Jessica Clayton' <jtclaytone@aol.com>; kevin <kevin@rmb-cpa.com>
Cc: tjaksick <tjaksick@gmail.com>; ssj3232 <ssj3232@aol.com>; McQuaid, Brian <bmcquaid@mclrenolaw.com>; Dotson, Doris <ddotson@mclrenolaw.com>
Sent: Wed, Jul 17, 2013 9:57 am
Subject: RE: Agreement and Consent to Proposed Action - Executed

Yes. That would be great. 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
lrlgoy@mclrenolaw.com

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From: Jessica Clayton [<mailto:jtclaytone@aol.com>]
Sent: Wednesday, July 17, 2013 9:57 AM
To: jtclaytone@aol.com; kevin@rmb-cpa.com; LeGoy, Bob

Cc: tjaksick@gmail.com; ssj3232@aol.com

Subject: Re: Agreement and Consent to Proposed Action - Executed

Oh Kev,

I just noticed your signature isn't on it, so maybe it's ok that you print this and sign and send to Bob's office?

Bob, will that work?

Thank you,

Jess

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

From: Jessica Clayton <jtclaytone@aol.com>

To: kevin <kevin@rmb-cpa.com>; Irlegoy <Irlegoy@mclrenolaw.com>

Cc: tjaksick <tjaksick@gmail.com>; ssj3232 <ssj3232@aol.com>

Sent: Wed, Jul 17, 2013 9:55 am

Subject: Agreement and Consent to Proposed Action - Executed

Hi Bob and Kev,

Attached please find the executed Agreement and Consent to Proposed Action.

Thanks so much,

Jess

Dotson, Doris

From: Jessica Clayton <jtclaytone@aol.com>
Sent: Tuesday, July 16, 2013 11:41 AM
To: Dotson, Doris
Subject: Re: address info

I'll email and ask him

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

From: Dotson, Doris <ddotson@mclrenolaw.com>
To: 'Jessica Clayton' <jtclaytone@aol.com>
Sent: Tue, Jul 16, 2013 11:33 am
Subject: RE: address info

Do we know when he will be back? I need him to sign off on an Exhibit for the Petition.

From: Jessica Clayton [mailto:jtclaytone@aol.com]
Sent: Tuesday, July 16, 2013 11:26 AM
To: Dotson, Doris
Subject: Re: address info

Yes, he is out of the country right now but here is his contact info:

Kenneth Huff
10049 Casazza Ranch Ln
Reno NV 89511
775-843-7791

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

From: Dotson, Doris <ddotson@mclrenolaw.com>
To: 'jtclaytone@aol.com' <jtclaytone@aol.com>
Sent: Tue, Jul 16, 2013 11:22 am
Subject: address info

Jessica:

We are trying to get the Petition finalized, by any change do you have an address and phone number for Ken Huff. Thanks.

Sincerely,
Doris A. Dotson
Doris A. Dotson, Legal Assistant to
L. Robert LeGoy, Jr., Esq.
Maupin, Cox & LeGoy, A Professional Corporation
4785 Caughlin Parkway
Reno, Nevada 89519
(775) 827-2000
(775) 827-2185 (facsimile)
ddotson@mclrenolaw.com

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Dotson, Doris

From: Motta, Heather
Sent: Tuesday, July 16, 2013 10:13 AM
To: Dotson, Doris
Subject: FW: Jaksick Probate Petition
Attachments: Jaksick-Petition.PDF

Doris: Here is the Petition. I will bring up the hard copy.

H

From: Motta, Heather
Sent: Monday, July 15, 2013 12:19 PM
To: LeGoy, Bob
Cc: 'tjaksick@gmail.com'; 'Kevin Riley (kevin@rmb-cpa.com)'; 'ssj3232@aol.com'; 'Jessica Clayton'; McQuaid, Brian
Subject: RE: Jaksick Probate Petition

All: I am attaching the Petition which needs to be signed and returned to us for filing. Thank you.

Heather Motta, Legal Assistant
Maupin, Cox & LeGoy
4785 Caughlin Parkway
Reno, Nevada 89519
(775) 827-2000, ext. 134
(775) 827-2185 (facsimile)
Assistant to C. Robert Cox, Esq., Rick R. Hsu, Esq.,
Brian C. McQuaid, Esq. and Brett Maupin, Esq.

From: LeGoy, Bob
Sent: Sunday, July 14, 2013 3:52 PM
To: Motta, Heather
Cc: 'tjaksick@gmail.com'; 'Kevin Riley (kevin@rmb-cpa.com)'; 'ssj3232@aol.com'; 'Jessica Clayton'; McQuaid, Brian
Subject: RE: Jaksick Probate Petition

Heather, I decided to make Roger's changes myself. It's on my estate plan/Jaksick Trust Administration subdirectory as: Probate Petition Final.wpd. Please format (make pretty) and print in final for me and email a .pdf version to Jessica and Kevin for signatures. I want to file it as soon as we get it signed and then approach BofA's lawyer to complete the refi of its loan. I am going to call her tomorrow morning. Thanks

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

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4785 Caughlin Parkway
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Legal Assistant: Doris A. Dotson

lrlegoy@mclrenolaw.com

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From: LeGoy, Bob
Sent: Sunday, July 14, 2013 3:32 PM
To: Motta, Heather
Cc: tjaksick@gmail.com; Kevin Riley (kevin@rmb-cpa.com); ssj3232@aol.com; 'Jessica Clayton'; McQuaid, Brian
Subject: FW: Jaksick Probate Petition

Heather, Here are the last changes to the Jaksick Probate Petition. Would you please make them, let me review it one last time and email to Jessica to be signed? Thanks

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

Maupin, Cox & LeGoy
4785 Caughlin Parkway
P.O. Box 30000
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From: Roger Morris [<mailto:rmorris@rogermorris.com>]
Sent: Sunday, July 14, 2013 11:07 AM
To: LeGoy, Bob
Cc: McQuaid, Brian
Subject: RE: Jaksick Probate Petition

Bob,

My changes are minor:

1. Page 10: change Deadwood to Cripple Creek;

2. Page 11: line one change to read "gaming authorities FIRST approve that change."

second full sentence change to read: "PROVIDED THIS COURT AWARDS THE PETITIONERS THE RELIEF REQUESTED AND PROVIDED THAT THE NECESSARY REGULATORY APPROVALS ARE RECEIVED FROM THE COLORADO GAMING AUTHORITIES, THEN the title to the stock...."

3. Page 11, subparagraph E: After the first word, add ", SUBJECT TO THE PROVISIONS OF PARAGRAPH 9 HEREINABOVE REGARDING THE STOCK OF PIONEER GROUP, INC.,"

Please incorporate these comments in your discretion.

Roger cell 720 291 1128

From: LeGoy, Bob [lrlegoy@mclrenolaw.com]
Sent: Thursday, July 11, 2013 12:19 PM
To: Roger Morris
Cc: McQuaid, Brian
Subject: Jaksick Probate Petition

Roger, In addition to your suggestions about my letter to Steve West, please send us your suggestions for the Petition we sent you to start Sam's probate. Thanks

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

Maupin, Cox & LeGoy
4785 Caughlin Parkway
P.O. Box 30000
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Dotson, Doris

From: Motta, Heather
Sent: Tuesday, July 16, 2013 10:19 AM
To: Dotson, Doris
Subject: FW: Jaksick Probate Petition

FYI

From: Jessica Clayton [mailto:jtcclaytone@aol.com]
Sent: Tuesday, July 16, 2013 10:18 AM
To: Motta, Heather; LeGoy, Bob
Cc: tjaksick@gmail.com; kevin@rmb-cpa.com; ssj3232@aol.com; McQuaid, Brian
Subject: Re: Jaksick Probate Petition

Hi Heather,

We hope to have this back to you with signatures either late today or tomorrow for sure. Will this work?

Thanks for your help,

Jessica
for Stan & Todd Jaksick

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

From: Motta, Heather <hmotta@mclrenolaw.com>
To: LeGoy, Bob <llegoy@mclrenolaw.com>
Cc: 'tjaksick@gmail.com' <tjaksick@gmail.com>; 'Kevin Riley (kevin@rmb-cpa.com)' <kevin@rmb-cpa.com>; 'ssj3232@aol.com' <ssj3232@aol.com>; 'Jessica Clayton' <jtcclaytone@aol.com>; McQuaid, Brian <bmcquaid@mclrenolaw.com>
Sent: Mon, Jul 15, 2013 12:19 pm
Subject: RE: Jaksick Probate Petition

All: I am attaching the Petition which needs to be signed and returned to us for filing. Thank you.

Heather Motta, Legal Assistant
Maupin, Cox & LeGoy
4785 Caughlin Parkway
Reno, Nevada 89519
(775) 827-2000, ext. 134
(775) 827-2185 (facsimile)
Assistant to C. Robert Cox, Esq., Rick R. Hsu, Esq.,
Brian C. McQuaid, Esq. and Brett Maupin, Esq.

From: LeGoy, Bob
Sent: Sunday, July 14, 2013 3:52 PM
To: Motta, Heather
Cc: 'tjaksick@gmail.com'; 'Kevin Riley (kevin@rmb-cpa.com)'; 'ssj3232@aol.com'; 'Jessica Clayton'; McQuaid, Brian
Subject: RE: Jaksick Probate Petition

Heather, I decided to make Roger's changes myself. It's on my estate plan/Jaksick Trust Administration subdirectory as: Probate Petition Final.wpd. Please format (make pretty) and print in final for me and email a .pdf version to Jessica and Kevin for signatures. I want to file it as soon as we get it signed and then approach BofA's lawyer to complete the refi of its loan. I am going to call her tomorrow morning. Thanks

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

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From: LeGoy, Bob
Sent: Sunday, July 14, 2013 3:32 PM
To: Motta, Heather
Cc: tjaksick@gmail.com; Kevin Riley (kevin@rmb-cpa.com); ssj3232@aol.com; 'Jessica Clayton'; McQuaid, Brian
Subject: FW: Jaksick Probate Petition

Heather, Here are the last changes to the Jaksick Probate Petition. Would you please make them, let me review it one last time and email to Jessica to be signed? Thanks

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

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From: Roger Morris [<mailto:rmorris@rogermorris.com>]
Sent: Sunday, July 14, 2013 11:07 AM
To: LeGoy, Bob
Cc: McQuaid, Brian
Subject: RE: Jaksick Probate Petition

Bob,

My changes are minor:

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second full sentence change to read: "PROVIDED THIS COURT AWARDS THE PETITIONERS THE RELIEF REQUESTED AND PROVIDED THAT THE NECESSARY REGULATORY APPROVALS ARE RECEIVED FROM THE COLORADO GAMING AUTHORITIES, THEN the title to the stock...."

3. Page 11, subparagraph E: After the first word, add ", SUBJECT TO THE PROVISIONS OF PARAGRAPH 9 HEREINABOVE REGARDING THE STOCK OF PIONEER GROUP, INC.,"

Please incorporate these comments in your discretion.

Roger cell 720 291 1128

From: LeGoy, Bob [lrlegoy@mclrenolaw.com]
Sent: Thursday, July 11, 2013 12:19 PM
To: Roger Morris
Cc: McQuaid, Brian
Subject: Jaksick Probate Petition

Roger, In addition to your suggestions about my letter to Steve West, please send us your suggestions for the Petition we sent you to start Sam's probate. Thanks

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

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LeGoy, Bob

From: Roger Morris <rmorris@rogermorris.com>
Sent: Sunday, July 14, 2013 11:07 AM
To: LeGoy, Bob
Cc: McQuaid, Brian
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Sent: Thursday, July 11, 2013 12:19 PM
To: Roger Morris
Cc: McQuaid, Brian
Subject: Jaksick Probate Petition

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

Maupin, Cox & LeGoy
4785 Caughlin Parkway
P.O. Box 30000
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McQuaid, Brian

From: McQuaid, Brian
Sent: Saturday, July 06, 2013 1:20 PM
To: 'Jessica Clayton'
Cc: LeGoy, Bob
Subject: RE: Addresses

Thanks for the addresses, Jessica. As for the tax deed, unless Bob has a different thought, I would suggest that you contact the Washoe County Treasurer's office directly and find out what will need to be done to get the property taxes paid current and get the tax deed released. If you need any help from us on that, 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
email: bmcquaid@mclrenolaw.com

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From: Jessica Clayton [<mailto:jtcclaytone@aol.com>]
Sent: Saturday, July 06, 2013 12:50 PM
To: McQuaid, Brian
Cc: LeGoy, Bob
Subject: Re: Addresses

Hi Brian,

Happy Saturday

Thanks for your emails.

I will forward the scanned version of the original certificate in the next email

Janene's address is 1011 Lakeshore Blvd Incline Village NV 89451

Wendy's address is 2330 Clementine Ln Reno NV 89521

Also, thank you for letting us know about the tax deed and Salut Ct. Do you know how we would get it off of there? Is it as simple as paying the taxes or making arrangements to pay?

We appreciate all your and Bob's help

:) Jessica
Sent from my iPhone

On Jul 6, 2013, at 11:27 AM, "McQuaid, Brian" <bmcquaid@mclrenolaw.com> wrote:

Jessica, I'm in the process of drafting the probate petition so we can get it finalized and off for signatures hopefully on Monday. To that end, I need a couple quick things from you:

1. What are the mailing addresses for both Janene and Wendy?
2. Have you received a formal death certificate for Sam yet? If so, please email me a copy.

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: Todd Jaksick <tjaksick@gmail.com>
Sent: Friday, July 05, 2013 5:26 PM
To: McQuaid, Brian
Subject: Re: Executors for Probate

Sure

Todd
(775)771-2122

On Jul 5, 2013, at 4:02 PM, "McQuaid, Brian" <bmcquaid@mclrenolaw.com> wrote:

Todd, when Pierre Hascheff did the amendments to the trust agreement naming Kevin as a Co-Trustee in place of Ray Benetti, do you know if he also had your dad execute any codicil to his Will that also named Kevin as a Co-Executor? Or possibly even a new Will?

If not, the most recent will that we have is dated June 29, 2006 (which Bob LeGoy drafted) and provides that you, Stan, and Ray Benetti are to serve as Co-Executors. If Ray declines to serve as a Co-Executor, then you, Stan, and Kevin Huff are named as Co-Executors. If Kevin Huff also declines to serve as Co-Executor, then you can appoint someone to serve as Co-Executor with you and Stan (such as Kevin Riley). I presume you're not going to want either Ray or Kevin Huff to be appointed as Co-Executor in the probate, correct?

So if we're going to probate the 2006 Will, then we're going to have to get Ray Benetti and Kevin Huff to both execute Declarations to Serve in order to then allow you to appoint Kevin Riley to serve as the Co-Executor with you and Stan. If I were to email you those two forms, would you be able to get Ray and Kevin to sign them?

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, July 05, 2013 3:22 PM
To: 'Jessica Clayton'
Cc: tjaksick@gmail.com; ssj3232@aol.com; kevin@rmb-cpa.com; LeGoy, Bob
Subject: RE: Probate time frame for bank accounts
Attachments: Salut Ct. Tax Deed.pdf

Thanks Jessica, I'm working on the probate petition and hope to have that ready for signatures beginning of next week.

In going through this, I also went and reviewed the Assessor's Office website. Are you aware that a Tax Deed was recorded against the Salut Ct. lot last month for unpaid property taxes? I'm attaching it for your information and reference.

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, July 02, 2013 10:04 AM
To: McQuaid, Brian
Cc: tjaksick@gmail.com; ssj3232@aol.com; kevin@rmb-cpa.com; LeGoy, Bob
Subject: Re: Probate time frame for bank accounts

Hi Brian,

Attached is the information you requested.

I went on the Washoe County Assessor's office for the last date recorded and then went to the Recorder's website to find the Deed.

ALSB Ltd (which is 100% Samuel S Jaksick Jr according to the company documents I have) transferred parcel #s 148-173-04, 148-361-04, and 148-173-07 (now 148-173-15) on 9/9/10. I've attached the Grant Bargain Sale Deed. Please note that on 04/05/13 the 3rd parcel was changed, documents attached.

I have also attached the Grant Bargain Sale Deed for 066-140-01 (Sam Trustee for TBJ Issue Trust) and 148-361-05 (Sam Trustee for Slinkard Trust)

On the Golf Club Drive parcels 023-271-15, 023-272-37 I did a search for 05/26/2000 since assessor lists that as recording date - I did not find a document showing Nathan Topol transferring that to Sam. As Kevin mentioned this may be a clean up item, but perhaps it needs further research. I will ask Ken Huff if he knows.

Thank you,

Jess

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

From: McQuaid, Brian <bmcquaid@mclrenolaw.com>

To: 'Jessica Clayton' <jtclaytone@aol.com>

Cc: tjaksick <tjaksick@gmail.com>; ssj3232 <ssj3232@aol.com>; Kevin <kevin@rmb-cpa.com>; LeGoy, Bob <lrlgoy@mclrenolaw.com>

Sent: Tue, Jul 2, 2013 7:40 am

Subject: RE: Probate time frame for bank accounts

Jessica, could you send us copies of the most recently recorded deeds for these parcels? That will help us determine exactly how they are titled and how best to proceed.

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: Monday, July 01, 2013 3:49 PM

To: kevin@rmb-cpa.com; LeGoy, Bob; McQuaid, Brian

Cc: tjaksick@gmail.com; ssj3232@aol.com

Subject: Re: Probate time frame for bank accounts

Hi Kev,

On the first 3 parcels - these Montreux lots 1023, 1026 and 819 were put into Sam's personal name by Pierre because I believe because they served as security against his and Randy's personal guarantee with Dilts and Durham (thru Buckhorn). Lot 1026 used to be parcel # 148-173-07, but now it changed to 148-173-15 and is called Lot 1025A.

I will ask Ken about the Golf Club drive parcels. I had understood from Jim Corica that there were a couple parcels that showed Sam was late paying on, but they were Topol's. I will see if these were part of that.

Bordwell Creek - I believe is SSJ Issue and TBJ Issue and Sam was the trustee for TBJ Issue, right? And Todd for SSJ Issue?

The Helen trust is Montreux Lot 818

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

From: Kevin Riley <kevin@rmb-cpa.com>

To: Jessica Clayton <jclaytone@aol.com>; Irlegoy <Irlegoy@mclrenolaw.com>; bmcquaid <bmcquaid@mclrenolaw.com>

Cc: tjaksick <tjaksick@gmail.com>; ssj3232 <ssj3232@aol.com>

Sent: Mon, Jul 1, 2013 11:15 am

Subject: RE: Probate time frame for bank accounts

Coincidentally,

I was on the assessor's website and I noticed the following parcels held in sam's name and not his trust.

5720 Nordend Way 148-173-04

5670 Alpinista Cir 148-173-15

16920 Salut Ct 148-361-04

Furthermore there are two parcels in his name or his dad's name (I cant tell) that probably needs clean up work.

golf club dr 023-271-15

golf club dr 023-272-37

And two parcels that he is listed as trustee

Bordwell creek rd 066-140-01 (ssj issue trust)

16900 salut ct 148-361-05 (Helen slinkard trust)

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: Jessica Clayton [<mailto:jclaytone@aol.com>]

Sent: Monday, July 01, 2013 11:12 AM

To: Irlegoy@mclrenolaw.com; bmcquaid@mclrenolaw.com

Cc: tjaksick@gmail.com; ssj3232@aol.com; Kevin Riley

Subject: Probate time frame for bank accounts

Hi Bob and Brian,

Would you be able to estimate the time frame to probate those miscellaneous checking accounts we sent over to you? Is that something that could happen this month?

Thank you,

Jessica

for Todd Jaksick

DOC # 4248748

06/18/2013 09:21:16 AM

Requested By
WASHOE COUNTY TREASURER

Washoe County Recorder

Laurence R. Burnett - Recorder

Fee: \$0.00 RPTT: \$0.00

Page 1 of 17



Send Tax Statements To:
When Recorded Return To:

Washoe County Treasurer
P O Box 30039
Reno NV 89520

TAX DEED

APN#'S:

001-340-01	002-371-46	002-491-08	004-151-49	004-242-27	004-284-11
004-286-12	004-322-07	004-383-05	004-383-09	007-073-14	007-114-15
007-361-03	008-013-12	008-013-19	008-051-19	008-064-13	008-182-09
008-304-14	008-420-57	008-420-58	008-420-59	008-420-60	008-420-61
008-420-62	008-420-63	008-420-64	008-420-65	008-420-66	008-420-67
008-420-68	008-435-17	008-435-18	008-435-19	008-435-20	008-435-21
008-435-22	008-435-23	008-435-24	008-435-25	008-435-26	008-435-27
008-435-28	008-435-29	008-435-30	008-435-31	008-435-32	008-435-33
008-435-34	008-435-35	008-435-36	008-435-37	008-435-38	008-435-39
008-435-40	009-544-32	010-162-02	011-173-01	011-173-02	011-173-17
011-173-18	011-178-14	011-178-15	012-121-49	012-121-50	012-181-12
012-515-06	012-565-01	012-583-10	013-032-21	013-226-02	013-226-24
013-232-08	013-451-11	013-452-01	013-452-02	013-476-03	014-180-35
014-290-01	014-290-02	014-290-03	014-290-04	014-290-05	015-313-11
017-071-05	017-072-16	017-222-21	019-412-23	019-481-12	020-022-05
020-022-06	020-022-07	020-022-08	021-331-06	021-522-13	024-270-02
025-150-08	025-241-21	025-241-22	025-330-07	025-330-08	025-330-11
025-330-12	025-330-13	025-330-22	025-330-33	026-045-01	026-051-18
026-053-27	026-062-05	026-552-28	027-331-15	031-113-26	031-113-29
031-113-30	031-401-28	032-063-17	032-087-10	033-246-09	035-120-11
036-162-33	036-222-18	036-477-14	037-382-08	041-322-06	041-681-01
041-681-02	041-681-03	041-682-01	041-682-02	041-682-03	041-682-04
041-682-05	041-682-06	049-161-08	050-368-11	051-143-06	055-180-25
061-270-07	066-070-05	066-260-10	074-550-08	074-052-59	074-090-54
074-122-51	074-161-26	074-510-25	074-202-01	074-221-13	074-361-15
074-412-14	074-412-22	074-420-08	074-441-28	077-150-14	077-160-22
077-160-23	077-390-07	077-420-06	078-161-01	080-301-13	080-422-03
081-150-02	081-181-15	081-210-18	082-101-13	082-101-14	082-101-19
082-232-04	082-315-06	085-102-17	085-102-50	085-171-09	085-174-04
085-272-06	085-290-14	085-442-47	085-471-37	085-491-24	085-610-28
085-640-33	085-770-45	085-780-34	085-780-41	085-812-11	086-303-25
086-640-18	086-748-18	087-042-08	087-044-25	087-044-51	087-093-02
087-135-08	087-167-05	087-194-07	087-273-08	132-420-08	140-400-03
141-030-04	148-361-04	150-173-04	152-021-06	152-021-03	154-065-03
160-652-20	232-541-05	402-100-16	402-100-18	402-100-52	402-100-53
402-100-54	502-132-03	506-010-20	508-093-04	510-052-07	510-381-05
516-221-05	520-020-39	520-341-01	522-100-28	522-170-04	526-152-09
528-261-17	528-261-18	550-491-05	550-561-17		

MCL002499

WJ 001039

This indenture made the sixth day of June, 2013, at Reno, County of Washoe, State of Nevada, by and between the owner or owners, if known, of the above parcels by Tammi Davis, Treasurer and Ex Officio Tax Receiver of the County of Washoe, State of Nevada, party of the first part and Tammi Davis, Treasurer of the County of Washoe, State of Nevada, whose address is PO Box 30039, Reno, Nevada 89520, as party of the second part.

WITNESSETH

That whereas the following described land and premises were duly assessed by the county assessor of Washoe County, Nevada for the year 2012/2013 according to the provisions of section 361.310 Nevada Revised Statutes, and duly entered upon the tax roll of said county for said year, to the name of the owners or claimants of such property hereinafter set forth and as shown by said tax roll.

That thereafter and in the manner and at the time and in accordance with the statutes of said assessment and tax list was completed and presented to the Washoe County Board of Equalization and duly equalized as provided in sections 361.335 and 361.340 Nevada Revised Statutes; that thereafter said assessment roll was delivered to the county auditor of Washoe County and was by said auditor duly audited and the taxes extended according to the tax rate duly fixed as provided by law.

That thereafter said tax roll was delivered to and received by the ex officio tax receiver of Washoe County for the purpose of receiving and collecting the taxes due and as shown thereon; that due and legal notice was given as provided in section 361.480 Nevada revised statutes, stating the dates when the taxes will be due and payable and the penalties and interest added if not paid accordingly.

That after the first Monday in March 2013, the tax receiver caused to be published as required by section 361.565 Nevada Revised Statutes, the list of delinquent tax property, giving the name of the owner, or owners, if known, the description of the property on which such taxes are a lien, the amount of taxes due on said property and penalties and costs as provided by law; that if said amount is not paid the tax receiver will, on the first Monday in June of the current year at 5:00 o'clock p.m. on said day, issue to the county treasurer, trustee for state and county, a certificate authorizing her to hold said property, subject to redemption within two years after date thereof; that a copy of said notice was sent by regular mail to the person or persons listed as taxpayer on the tax roll at their last known address and copy mailed by certified mail not less than 60 days before expiration of the period of redemption as stated in the notice.

That said taxes, penalties and costs not having been paid as required by law, the party of the first part, the treasurer and ex officio tax receiver, did issue to the county treasurer of Washoe County the certificate required by said section 361.585 Nevada Revised Statutes.

And, thereas, the time of redemption of said property has expired and no part of the following described property has been redeemed as law provided, this conveyance is made in accordance with said certificate and the statutes in such case made and provided.

Now, therefore, the said party of the first part, pursuant to the statutes, for and in consideration of the amounts owed per parcel, the same being in legal effect made, does by these presents, remise, release, quitclaim and convey unto the party of the second part and to her successors, in trust for the use and benefit of the state of Nevada and the County of Washoe, all right title and interest in and to the following described land and premises, situate and being in the County of Washoe, State of Nevada, to wit; together with all singular the tenements, hereditaments, and appurtenance thereunto belonging in or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

To have and to hold in trust as aforesaid, all and singular the said premises, together with the appurtenances, unto the said party of the second part and her successors in trust as aforesaid, pursuant to the provisions of section 361.590 Nevada Revised Statutes.

In witness whereof, the party of the first part has hereunto set her hand and executed this instrument the day and year first above written.

Tammi Davis, Treasurer
And Ex Officio Tax Receiver
Washoe County, Nevada

By

Jill L. Stevens-Combs
Deputy Treasurer

Washoe County,
State of Nevada

)

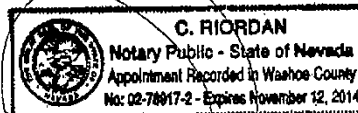
) § County Treasurer's Acknowledgement

County of Washoe

)

On June 18, 2013 personally appeared before me Jill L. Stevens-Combs, Washoe County Deputy Treasurer, whom I know personally to be the signer of the above and she acknowledged that she executed the above instrument.

C. Riordan
Notary Public
My Commission Expires:



Washoe County Tax Deed - Page 2

MCL002501

WJ 001041

GHISLETTA, ROBERT	001-340-01	3430 BOWIE RD Lot 1 SubdivisionName SIERRA LOMA 3
RONALD M & DEBORAH I BASTA	002-371-46	978 VINE ST SubdivisionName WASHINGTON HEIGHTS Lot 3 & FR 2 Range 19 Block F Township 19
MARLYS J MAYS	OLD 002-501-03. NEW 002-491-08	1680 SEVERN DR SubdivisionName ROYAL HEIGHTS SUB NO 5 Lot 249
MCKINZIE, PAUL	004-151-49	PATTON DR SubdivisionName PM 4018 Lot 2A
FIDEL R VILLAVICENCIO	004-242-27	1917 CITRON ST Block C SubdivisionName ALAMEDA HEIGHTS Lot 24
WHISPERING SPRINGS ASSN INC	004-284-11	2385 TRIPP DR SubdivisionName WHISPERING SPRINGS AMD Block E Lot A4L
KENDRA BRIGHT	004-286-12	2520 TRIPP DR Block H Lot B4L SubdivisionName WHISPERING SPRINGS AMD
LLOYD N & ANN M KEESEE	004-322-07	2035 MC CLOUD AVE Block C SubdivisionName NORTH VALLEY Lot 4
JANE NAVE	004-383-05	2555 CLEAR ACRE LN Block A Range 19 Township 20 SubdivisionName CLEAR ACRE CONDOMINIUMS Lot 15
DEBORAH CARUSO	004-383-09	2555 CLEAR ACRE LN Block A Lot 27 SubdivisionName CLEAR ACRE CONDO AMD
RVALRC LLC	007-073-14	95 BARTLETT ST & 1155 BEECH ST Block G Lot 4-13 & 1 SubdivisionName UNIVERSITY HEIGHTS Section 2 Range 19 Township 19
FRANCISCO C DANIEL	007-114-75	380 IMPERIAL BLVD Block 7 SubdivisionName UNIVERSITY TERRACE AMD Lot 1
QUANTUM INVESTMENTS LLC	007-361-03	643 LAKE ST SubdivisionName EVANS ADD Lot 11, 12
EDITH GRAFFAGNINO	008-013-12	695 CRANLEIGH DR Lot 12 Block 2 SubdivisionName STERLING VILLAGE
SCHOTT, DONALD J	008-013-19	575 CRANLEIGH DR Block 2 Lot 19 SubdivisionName STERLING VILLAGE

JEFF & DELORES VEASLEY	008-051-19	1895 TRAINER WAY Lot 1 SubdivisionName HILLBORO 6
JEFF VEASLEY	008-064-10	1401 MANHATTAN ST Lot 48 SubdivisionName HILLBORO 5
ELVA M DAMON 1989 NEVADA TRUST	008-064-13	1865 HILLBORO AVE Lot 45 SubdivisionName HILLBORO 5
BROWN DOGS LAND COMPANY	008-182-09	541 E 5TH ST Lot 15 16 SubdivisionName MORRILLS ADD Block 5
EMMA S GONZALES	008-304-14	1170 MONITOR DR Township 19 Lot 6 Range 20 SubdivisionName SILVERADA 5
NEVTAC CORPORATION	008-420-57	SAGE ST Block 5 Range 19 Township 19 Lot A12 SubdivisionName PARK TERRACE 1
NEVTAC CORPORATION	008-420-58	SAGE ST Lot A11 Block 5 SubdivisionName PARK TERRACE UNIT ONE
NEVTAC CORPORATION	008-420-59	SAGE ST Block 5 Township 19 Lot A10 Range 19 SubdivisionName PARK TERRACE 1
NEVTAC CORPORATION	008-420-60	SAGE ST Block 5 Township 19 Lot A9 Range 19 SubdivisionName PARK TERRACE 1
NEVTAC CORPORATION	008-420-61	SAGE ST Block 5 SubdivisionName PARK TERRACE UNIT ONE Lot A8
NEVTAC CORPORATION	008-420-62	SAGE ST SubdivisionName PARK TERRACE UNIT ONE Lot A7 Block 5
NEVTAC CORPORATION	008-420-63	SAGE ST SubdivisionName PARK TERRACE 1 Township 19 Lot A6 Range 19 Block 5
NEVTAC CORPORATION	008-420-64	SAGE ST Block 5 Township 19 Lot A5 Range 19 SubdivisionName PARK TERRACE 1
NEVTAC CORPORATION	008-420-65	SAGE ST Block 5 Lot A4 SubdivisionName PARK TERRACE UNIT ONE
NEVTAC CORPORATION	008-420-66	SAGE ST Lot A3 Block 5 SubdivisionName PARK TERRACE UNIT ONE
NEVTAC CORPORATION	008-420-67	SAGE ST Block 5 Township 19 Lot A2 Range 19 SubdivisionName PARK TERRACE 1
NEVTAC CORPORATION	008-420-68	SAGE ST Lot A1 Block 5 SubdivisionName PARK TERRACE UNIT ONE
NEVTAC CORPORATION	008-435-17	SAGE ST Block 15 Township 19 Lot 1 Range 19 SubdivisionName PARK TERRACE 2

NEVTAC CORPORATION	008-435-18	SAGE ST Block 15 Range 19 Lot 2 Township 19 SubdivisionName PARK TERRACE 2
NEVTAC CORPORATION	008-435-19	SAGE ST Block 15 Township 19 Lot 3 Range 19 SubdivisionName PARK TERRACE 2
NEVTAC CORPORATION	008-435-20	SAGE ST Block 15 Range 19 Lot 4 Township 19 SubdivisionName PARK TERRACE 2
NEVTAC CORPORATION	008-435-21	SAGE ST Lot 5 Block 15 SubdivisionName AMEND PARK TERRACE UT NO
NEVTAC CORPORATION	008-435-22	SAGE ST SubdivisionName AMEND PARK TERRACE UT NO Block 15 Lot 6
NEVTAC CORPORATION	008-435-23	SAGE ST Block 15 Township 19 Lot 7 Range 19 SubdivisionName PARK TERRACE 2
NEVTAC CORPORATION	008-435-24	SAGE ST SubdivisionName AMEND PARK TERRACE UT NO Block 15 Lot 8
NEVTAC CORPORATION	008-435-25	SAGE ST SubdivisionName AMEND PARK TERRACE UT NO Block 16 Lot 1
NEVTAC CORPORATION	008-435-26	SAGE ST SubdivisionName AMEND PARK TERRACE UT NO Block 16 Lot 2
NEVTAC CORPORATION	008-435-27	SAGE ST Lot 3 Block 16 SubdivisionName AMEND PARK TERRACE UT NO
NEVTAC CORPORATION	008-435-28	SAGE ST Block 16 Township 19 Lot 4 Range 19 SubdivisionName PARK TERRACE 2
NEVTAC CORPORATION	008-435-29	SAGE ST Block 16 Township 19 Lot 5 Range 19 SubdivisionName PARK TERRACE 2
NEVTAC CORPORATION	008-435-30	SAGE ST Block 16 Range 19 Lot 6 Township 19 SubdivisionName PARK TERRACE 2
NEVTAC CORPORATION	008-435-31	SAGE ST SubdivisionName AMEND PARK TERRACE UT NO Block 16 Lot 7
NEVTAC CORPORATION	008-435-32	SAGE ST Lot 8 Block 16 SubdivisionName AMEND PARK TERRACE UT NO
NEVTAC CORPORATION	008-435-33	SAGE ST Block 17 Lot 1 SubdivisionName AMEND PARK TERRACE UT NO
NEVTAC CORPORATION	008-435-34	SAGE ST SubdivisionName AMEND PARK TERRACE UT NO Block 17 Lot 2
NEVTAC CORPORATION	008-435-35	SAGE ST Block 17 Township 19 Lot 3 Range 19 SubdivisionName PARK TERRACE 2

NEVTAC CORPORATION	008-435-36	SAGE ST Lot 4 Block 17 SubdivisionName AMEND PARK TERRACE UT NO
NEVTAC CORPORATION	008-435-37	SAGE ST Block 17 Township 19 Lot 5 Range 19 SubdivisionName PARK TERRACE 2
NEVTAC CORPORATION	008-435-38	SAGE ST Block 17 Township 19 Lot 6 Range 19 SubdivisionName PARK TERRACE 2
NEVTAC CORPORATION	008-435-39	SAGE ST Block 17 Township 19 Lot 7 Range 19 SubdivisionName PARK TERRACE 2
NEVTAC CORPORATION	008-435-40	SAGE ST Block 17 Township 19 Lot 8 Range 19 SubdivisionName PARK TERRACE 2
LARSEN, DONALD J & EILEEN M	009-544-32	205 EDGEWATER PKWY Block E Lot 17 SubdivisionName EDGEWATER 1
GRANT K BAXTER	010-162-02	1570 VULGAMORE PL Lot 2 Block B SubdivisionName WILLIAMS
HI FIVE ENTERPRISES	011-173-01	PINE ST Block J SubdivisionName RYLANDS ADD
HI FIVE ENTERPRISES	011-173-02	PINE ST Township 19 Range 19 Block J SubdivisionName RYLAND'S ADDITION
HI FIVE ENTERPRISES	011-173-17	136 PINE ST Township 19 Range 19 Block J SubdivisionName RYLAND'S ADDITION
HI FIVE ENTERPRISES	011-173-18	215 SINCLAIR ST Block J SubdivisionName RYLAND'S ADDITION Township 19 Range 19
HI FIVE ENTERPRISES	011-178-14	199 SINCLAIR ST Block 3 SubdivisionName LAKES ADD Lot 8
HI FIVE ENTERPRISES	011-178-15	PINE ST Township 19 Range 19 Lot 6 7 Block 3 SubdivisionName LAKE'S ADDITION
SEAN E CONNER	012-121-49	753 MILL ST Block 11 SubdivisionName AITKEN ADDITION Township 19 Lot 4 Range 19
SEAN E CONNER	012-121-50	755 MILL ST SubdivisionName AITKENS ADD Lot 5 Block 11
JOSE A GARCIA	012-181-12	1900 E 2ND ST Section 7 Township 19 Range 20 SubdivisionName FR NW4 SW4
JPMORGAN CHASE BANK/NA	012-515-06	2500 E 2ND ST 1985 SubdivisionName GRAND SIERRA RESORT PH 2 Lot 1985

VOLTAIRE G & ANNA LUZ A BALAOING	012-565-01	2500 E 2ND ST 2175 Lot 2175 SubdivisionName GRAND SIERRA RESORT PH 4
LOANN N PHAM	012-583-10	2500 E 2ND ST 2344 SubdivisionName GRAND SIERRA RESORT PH 6 Lot 2344
TRACIE R BECKER	013-032-21	1195 STEWART ST Lot 22 SubdivisionName CURTI 1 Township 19 Range 19 Block B
DONNA M COSTA	013-226-02	BURNS ST Lot 8 SubdivisionName MCCORMICK'S ADD Block 2
DONNA M COSTA	013-226-24	1120 HOLCOMB AVE Block 2 SubdivisionName MCCORMICK'S ADD Lot 9
DAROLD L & ROMELIA R ROY FAMILY TRUST	013-232-08	429 WONDER ST Block 28 SubdivisionName BURKES ADD Lot 9
CAROL HOWELL	013-451-11	457 CASAZZA DR Lot 24 SubdivisionName SOUTHSIDE LT 25 FR Block I
ANGELO & PATRICIA MACALUSO FAMILY TRUST	013-452-01	1700 LOCUST ST Lot 2 SubdivisionName SOUTHSIDE SUB LOTS 1 & Block J
MACALUSO FAMILY TRUST	013-452-02	520 COLORADO RIVER BLVD SubdivisionName SOUTHSIDE SUB Lot 3 Block J
ALAN W HANSON	013-476-03	1740 LAJOLO DR Lot 3 Block S SubdivisionName MEYER MEADOWS SUB 2
D WOODY KINSLEY	014-180-35	1425 DARTMOUTH DR Lot 30 SubdivisionName INTERLAKEN PARK
LUCILLE M KING LIVING TRUST	014-290-01	131 W PUEBLO ST Block A Lot 1 SubDescr PUEBLO PLACE CONDO Township 19 Range 19
LUCILLE M KING LIVING TRUST	014-290-02	131 W PUEBLO ST Lot 2 Block A SubdivisionName PUEBLO PLACE CONDO
LUCILLE M KING LIVING TRUST	014-290-03	131 W PUEBLO ST Range 19 Block A Township 19 SubdivisionName PUEBLO PLACE Lot 3
LUCILLE M KING LIVING TRUST	014-290-04	131 W PUEBLO ST Range 19 Block A Township 19 SubdivisionName PUEBLO PLACE Lot 4
LUCILLE M KING LIVING TRUST	014-290-05	131 W PUEBLO ST Block A Township 19 SubdivisionName PUEBLO PLACE Lot 5 Range 19

MILDRED L BAKER	015-313-11	2193 KIETZKE LN Lot 41 Block 2 SubdivisionName SIERRA CEDARS AMD
JUDY GARMANN	017-071-05	1570 RAVENSWOOD WAY Range 20 Township 18 Section 34
GREGORY C & DEOLVA A KIGHT	017-072-16	15195 PINION DR Township 18 Section 34 SubdivisionName FR NW4 NE4 Range 20
JASON & AMY SWEET	017-222-21	16150 RHYOLITE CIR Range 20 Township 18 Block C SubdivisionName STEAMBOAT SPRINGS ESTATES 1 Lot 35
HEATHER J PARKYN	019-412-23	2750 PLUMAS ST 213 Lot 213C Block 2750 SubdivisionName SALEM PLAZA
SCHROEDER, HELEN	019-481-12	3095 LAKESIDE DR 108 Lot 7 SubdivisionName SUN GARDENS CONDO
VEASLEY, JEFFREY E	020-022-05	247 LINDEN ST Lot 15 SubdivisionName HILLBRAE TRACT FRAC Block C
VEASLEY, JEFFREY E	020-022-06	245 LINDEN ST Lot 16 SubdivisionName HILLBRAE TRACT FRAC Block C
VEASLEY, JEFFREY E	020-022-07	241 LINDEN ST Lot 16 SubdivisionName HILLBRAE TRACT FRAC Block C
VEASLEY, JEFFREY E	020-022-08	239 LINDEN ST Lot 17 SubdivisionName HILLBRAE TRACT FR Block C
DEBBIE L A CESARO	021-331-06	4245 SNOWSHOE LN Lot 76 SubdivisionName DONNER SPRINGS SUB UNIT 3
SHADOW CAPITAL CORPORATION	021-522-13	4588 MATCH DR Range 20 Lot 88 Block A SubdivisionName DONNER CREEK VILLAGE Township 19
TIMBER HILLS ASSOCIATES, JOHN H STREICKER	024-270-02	S MC CARRAN BLVD Township 19 Range 19 SubdivisionName FOUR SEASONS CONDOMINIUMS Block A
JIL-MAUREEN KENNEY	025-150-08	354 SMITHRIDGE PARK SubdivisionName SMITHRIDGE PARK TH 3 UT 3 Lot 354
HINDU TEMPLE OF NORTHERN NV	025-241-21	1611 MODEL WAY SubdivisionName REWANA 1 Lot 11
HINDU TEMPLE OF NORTHERN NV	025-241-22	111 MODEL WAY Lot 11 SubdivisionName REWANA 1
ANGELO & PATRICIA MACALUSO FAMILY TRUST	025-330-07	7200 S VIRGINIA ST Township 18 Section 6 Range 20

ANGELO MACALUSO	025-330-08	7100 S VIRGINIA ST SubdivisionName UNSPECIFIED Township 18 Range 20 Section 6
ANGELO & PATRICIA MACALUSO FAMILY TRUST	025-330-11	S VIRGINIA ST SubdivisionName UNSPECIFIED Township 18 Range 20 Section 6
ANGELO & PATRICIA MACALUSO FAMILY TRUST	025-330-12	S VIRGINIA ST SubdivisionName FR NW4 Section 6 Range 20 Township 18
ANGELO & PATRICIA MACALUSO FAMILY TRUST	025-330-13	S VIRGINIA ST Township 18 Section 6 Range 20
ANGELO & PATRICIA MACALUSO FAMILY TRUST	025-330-22	7250 S VIRGINIA ST SubdivisionName UNSPECIFIED Township 18 Range 20 Section 6
ANGELO & PATRICIA MACALUSO FAMILY TRUST	025-330-33	7250 S VIRGINIA ST SubdivisionName UNSPECIFIED Township 18 Range 20 Section 6
WILDCREEK GARDEN CONDOS ASSOC	026-045-01	3944 CLEAR ACRE LN 253 SubdivisionName WILDCREEK GARDEN CONDOS Block B Lot 253
WILDCREEK GARDEN CONDOS ASSOC	026-051-18	3927 CLEAR ACRE LN 205 Township 20 Lot 205 Range 20 SubdivisionName WILDCREEK GARDENS CONDOMINIUMS Block B
WILDCREEK GARDEN CONDOS ASSOC	026-053-27	3925 CLEAR ACRE LN Lot 192 SubdivisionName WILDCREEK GARDEN CONDO Block B
JULIAN JACOBS	026-062-05	3230 WEDEKIND RD 27 SubdivisionName MOUNTAIN MEADOWS CONDOMIN Lot 27
JUANA O & PACIFICO H JR ARMONIO	026-552-28	2840 SCOTTSDALE RD Block C SubdivisionName MEADOW VIEW TERRACE 7 Lot 5 Range 20 Township 20
DEWEY E JR & CARMELITA SAMPSON	027-331-15	2131 LOGAN WAY Block E Township 20 Range 20 SubdivisionName PYRAMID PARK 1
ROBERT J & PAULE-COLETTE FRICKE 2001 FAMILY TRUST	031-113-26	2338 GREYHAVEN LN Section 6 Range 20 Township 19 SubdivisionName FR NE4 SE4
ROBERT J & PAULE-COLETTE FRICKE 2001 FAMILY TRUST	031-113-29	2314 GREYHAVEN LN Range 20 Township 19 SubdivisionName UNSPECIFIED Lot 1
ROBERT J & PAULE-COLETTE FRICKE 2001 FAMILY TRUST	031-113-30	2314 GREYHAVEN LN Lot 2 SubdivisionName PM 2538

JENNIFER HERK	031-401-28	2350 ROUNDHOUSE RD SubdivisionName IRONHORSE VLGE ONE UT P-1 Block A Lot 4
CARMEN ATIENZA TRUST	032-063-17	1801 PRATER WAY SubdivisionName NEWTOWN ADD Block 15 Lot P O M N
EUGENE C LATHAM	032-087-10	404 13TH ST Lot 14 Block 19 Range 20 SubdivisionName ROBISON'S ADDITION Township 19
DAROLD L & ROMELIA R ROY FAMILY TRUST	033-246-09	430 7TH ST SubdivisionName O'SULLIVAN AMD Block K Lot 8
BRUCE R & CONNIE H DILLON	035-120-11	65 BUTTERCUP CIR Range 20 Block A Township 20 SubdivisionName ROSS PARK ESTATES Lot 11
CHARLES & CYNTHIA G MACALUSO	036-162-33	2862 WILLIAM MORBY DR SubdivisionName LEWIS HOMES-SPARKS NO 1 Lot 22
LUIS & MARIA D MARTINEZ	036-222-18	2483 ROSEMARY DR Lot 120 SubdivisionName LEWIS HOMES SPARKS 2
RAYMOND J & DAISY FRYE	036-477-14	1416 EXPRESS ST SubdivisionName LEWIS HOMES SPARKS 12B Block G Lot 51
MARINA COMMERCIAL OFFICES	037-382-08	325 HARBOUR COVE DR 201 SubdivisionName MARINA WATERFRONT CONDOMI Lot C-201
MCCAFFERY FINE HOMES LTD	041-322-06	UNSPECIFIED SubdivisionName EASTRIDGE 2 Block B
DEDA PROPERTIES LLC	041-681-01	4710 WOODCHUCK CIR SubdivisionName THE EDGE AT HUNTER CREEK Lot 3-1
DEDA PROPERTIES LLC	041-681-02	4730 WOODCHUCK CIR Lot 3-2 SubdivisionName THE EDGE AT HUNTER CREEK SUB
DEDA PROPERTIES LLC	041-681-03	4750 WOODCHUCK CIR SubdivisionName THE EDGE AT HUNTER CREEK Lot 3-3
DEDA PROPERTIES LLC	041-682-01	4755 WOODCHUCK CIR SubdivisionName THE EDGE AT HUNTER CREEK Lot 3-4
DEDA PROPERTIES LLC	041-682-02	4745 WOODCHUCK CIR SubdivisionName THE EDGE AT HUNTER CREEK Lot 3-5
DEDA PROPERTIES LLC	041-682-03	4735 WOODCHUCK CIR Lot 3-6 SubdivisionName THE EDGE AT HUNTER CREEK SUB

DEDA PROPERTIES LLC	041-682-04	4725 WOODCHUCK CIR SubdivisionName THE EDGE AT HUNTER CREEK Lot 3-7
DEDA PROPERTIES LLC	041-682-05	4715 WOODCHUCK CIR Lot 3-8 SubdivisionName THE EDGE AT HUNTER CREEK SUB
DEDA PROPERTIES LLC	041-682-06	WOODCHUCK CIR SubdivisionName THE EDGE AT HUNTER CREEK
PETER M PARKER	049-161-08	ROCK HAVEN DR Range 19 SubdivisionName THOMAS CREEK ESTATES 2C Lot WALKWAY Block A Township 18
STEVEN R & TAMARA A WILLIS	050-368-11	1970 LAKESHORE DR Block A SubdivisionName NEW WASHOE CITY 3 Range-20 Lot 14 Township 17
HIDDEN VALLEY PROPERTIES INC	051-143-06	7555 PEBBLE BEACH DR SubdivisionName HIDDEN VALLEY 2 Block C
MICHAEL-KING TRUST CHARLES C KING III & PRISCILLA	055-180-25	8020 ASPEN CREEK CT SubdivisionName PM 3440 Lot C
WHP INVESTMENTS	061-270-07	UNSPECIFIED SubdivisionName UNSPECIFIED Township 43 Range 19 Section 15
TOLOSA HOLDING CORPORATION	066-070-05	UNSPECIFIED Township 36 Section 28 SubdivisionName NE4 SE4 Range 20
TOLOSA HOLDING CORPORATION	066-260-10	UNSPECIFIED Range 20 SubdivisionName SE4 E2 SW4 Section 8 Township 41
NOMA M VEST	074-052-59	UNSPECIFIED Range 18 Township 26 Section 21
JON R LEIGH	074-090-54	UNSPECIFIED Township 27 Section 9 Range 18
WRIGHT, HAROLD	074-122-51	UNSPECIFIED Section 15 SubdivisionName UNSPECIFIED Township 26 Range 19
FRANK & CARMELA P NAPPO	074-161-26	UNSPECIFIED Section 34 Township 27 Range 18
IOLA G LINDSEY	074-202-01	UNSPECIFIED Section 22 SubdivisionName UNSPECIFIED Township 27 Range 18
MORRIS H GUSTIN	074-221-13	UNSPECIFIED Section 22 SubdivisionName UNSPECIFIED Township 27 Range 18

JOHN ENNIS	074-361-15	UNSPECIFIED Lot 19 SubdivisionName FLANIGAN TNSITE LTS 17 18 Block 19
ALBERT L & CAROLYN E SMITH FAMILY TRUST	074-412-14	UNSPECIFIED Section 10 SubdivisionName UNSPECIFIED Township 26 Range 19
PETER J CENA	074-412-22	UNSPECIFIED Section 10 Range 19 Township 26
MARVIN ABRAMS	074-420-08	FISH SPRINGS RD Range 19 Township 26 Section 30
JAIME TRUJILLO	074-441-28	UNSPECIFIED Section 16 SubdivisionName UNSPECIFIED Township 26 Range 18
JOSE L LULE	074-182-48 OLD, 074-510-25 NEW	UNSPECIFIED SubdivisionName PYRAMID LAKE RANCHES 3 Lot 48
MARVIN ABRAMS	074-040-09 OLD, 074-550-08 NEW	UNSPECIFIED Section 23 Range 18 Township 26
MICHAEL J PATRICK	077-150-14	4200 WILD HORSE RD Section 23 Range 21 SubdivisionName 23-2-1-12 Township 22
MICHAEL J PATRICK	077-160-22	4200 WILD HORSE RD SubdivisionName 26- 2-1-3 Range 21 Section 26 Township 22
MICHAEL J PATRICK	077-160-23	WILD HORSE RD Township 22 Range 21 Section 26 SubdivisionName 26-2-1-2
GREGORY W BARTLETT	077-390-07	3000 RIGHT HAND CANYON RD Township 22 SubdivisionName 20-2-2-4 Section 20 Range 22
ALICE T WEBBER	077-420-06	HUNGARIAN PARTRIDGE TRL Lot 13 SubdivisionName DLM 48
MICHAEL B VALLERGA	078-161-01	275 SHETLAND CIR Lot 360 SubdivisionName RECORD OF SURVEY NO 21339
SIERRA M DALY	080-301-13	11600 TUPELO ST SubdivisionName HEPPNER 3 Lot 5 Block 1
REUBEN EASTERLING	080-422-03	463 NILES WAY Lot 60 SubdivisionName VALLEY PARK ESTATES
HAZEL R BROWN	081-150-02	UNSPECIFIED Lot 31 SubdivisionName RS 457246
COLD SPRINGS RANCHES	081-181-15	NORTHRIDGE AVE SubdivisionName NORTHRIDGE SUB FRAC Block 3 Lot 5

18570 NORTHRIDGE AVE RE LND TR	081-210-18	18570 NORTHRIDGE AVE SubdivisionName PM 4009 Lot 3-C
DOROTHY B STAPLES	082-101-13	8565 N VIRGINIA ST Township 20 Range 19 Section 8
DOROTHY B STAPLES	082-101-14	9730 N VIRGINIA ST Section 8 Range 19 Township 20
DOROTHY B STAPLES	082-101-19	9740 N VIRGINIA ST Township 20 Range 19 Section 8
GARFIELD L PEARSON	082-232-04	8075 BLACKFOOT WAY Lot 172 SubdivisionName HORIZON HILLS 2
MEDVIN FAMILY TRUST	082-315-06	1055 PANTHER DR Section 23 SubdivisionName UNSPECIFIED Township 20 Range 19
GRISSOM, ROY M & SHIRLEY M	085-102-17	265 W GEPFORD PKWY Range 20 Lot 11 Township 20 SubdivisionName SUN VALLEY 3 Block C
WALTER H POLVADO & JEANNE L COOK-POLVADO	085-102-50	269 W GEPFORD PKWY Range 20 Lot 2 Township 20 SubdivisionName SUN VALLEY 3
CHAUNCEY C & ELIZABETH G LLOYD	085-171-09	445 LINDVILLE CT Block B Lot 9 SubdivisionName BRUCE SUBDIVISION NO 4
JENNIFER & HARLEY MOONEY	085-174-04	430 DICKTON CIR SubdivisionName BRUCE 4 Lot 19 Block F
SONIA TORRES	085-272-06	271 DIAMOND CIR Lot 15 SubdivisionName GOLDEN
JANET L SMITH	085-290-14	325 W GEPFORD PKWY SubdivisionName UNSPECIFIED Lot 1 Township 20 Range 20
EDWIN A & EDITH WILKINS	085-442-47	UNSPECIFIED Township 20 Section 18 Range 20 SubdivisionName FR SW4 SE4
PHILIP R HOOVER	085-471-37	5735 LEON DR Township 20 Section 18 Range 20
JAMES C & JOHNNIE MAE CHISOLM	085-491-24	5718 CHORN LN Lot 4 SubdivisionName CHORN
JEFF VEASLEY	085-610-28	5629 SIDEHILL DR Section 18 SubdivisionName UNSPECIFIED Township 20 Range 20

PRENTICE N & GLORIA C STANLEY	085-640-33	375 BROWNLEE LN Range 20 Township 20 Section 19 SubdivisionName FR NW4 NW4 SW4
KENNETH P BIRDSONG	085-770-45	5437 LUPIN DR Section 19 SubdivisionName UNSPECIFIED Township 20 Range 20
MARLENE T CAPPINI	085-780-34	280 E 7TH AVE SubdivisionName UNSPECIFIED Lot 1 Township 20 Range 20
URBANO PEREZ	085-780-41	300 LEON CT Lot 2 SubdivisionName PM 2870
JERRI L & MARK C ROBINSON	085-812-11	5340 MADEIROS DR Block C Lot 4 SubdivisionName SUN VALLEY 6 FR
HERMAN R AGGENBACH	086-303-25	12050 ALBERT WAY Range 19 Section 21 Township 21
ROBERT W JR WOOD	086-640-18	12981 MOUNT CHARLESTON ST Range 19 Lot 172 SubdivisionName SIERRA SAGE ESTATES 2 Township 21
LAZARO & SANTOS E AQUINO	086-748-18	13540 MOUNT SHASTA ST SubdivisionName SIERRA VIEW EST 1 Lot 97 Block C
ROBERT PROPERSI FAMILY TRUST	087-042-08	18875 PINON PINE AVE SubdivisionName NORTHRIDGE SMALL EST Lot 13 Block I
COLD SPRINGS RANCHES	087-044-25	E ASPEN CIR SubdivisionName NORTHRIDGE SMALL ESTATE F Lot 22
COLD SPRINGS EQUESTRIAN TRUST	087-044-51	18750 MESQUITE AVE SubdivisionName UNSPECIFIED Lot 3 Township 21 Range 18
RALPH A GRAVES	087-093-02	3480 BRANT ST Township 21 Block I Range 18 SubdivisionName COLD SPRINGS VALLEY HOMES 1 Lot 2
STEVEN T & HANNAH R WILKINS TRUSTEES	087-135-08	3720 HUMMINGBIRD DR Lot 9 SubdivisionName RENO PARK MH EST 1 Block H
DALINDA CHRISTINE LIVING TRUST	087-167-05	3920 GOLDFINCH DR Block E Lot 6 SubdivisionName RENO PARK MH EST 2A
DALINDA CHRISTINE LIVING TRUST	087-194-07	4080 GOLDFINCH DR Lot 22 Block L SubdivisionName RENO PARK MH EST 2A AMD
TRUST AFFORDABLE RURAL HOME ASSIST	087-273-08	17550 FANTAIL ST SubdivisionName RENO PARK ESTATES 2B-1 Lot 33 Range 18 Township 21 Block D

KIMBERLY MALINOWSKI	132-420-08	878 SOUTHWOOD BLVD Lot 8 SubdivisionName SOUTHWOOD SHADOWS
COLEMAN-TOLL LTD PTSP	140-400-03	RIO WRANGLER PKWY Lot CA E SubdivisionName VILLAGES AT DAMONTE RANCH
TOLL SOUTH RENO LLC	141-030-04	KERRYDALE CT Lot E-1 Range 20 Block CA SubdivisionName UNSPECIFIED Township 18
SAMUEL S JR JAKSICK	148-361-04	16920 SALUT CT Lot 819 SubdivisionName MONTREUX 8
PAUL G & MAGGIE L PHILLIPSON	150-173-04	14235 SORREL LN SubdivisionName SADDLEHORN 6 Block A Lot 604
ASPEN SIERRA LEASING CO LTD	152-020-99 OLD, 152-021-03 NEW	ARROWCREEK PKWY SubdivisionName UNSPECIFIED Township 18 Lot 2E Range 19
ASPEN SIERRA LEASING CO LTD	152-020-97 OLD, 152-021-06 NEW	2899 GRANITE POINTE CT Lot 3 SubdivisionName PM 3086
HOLMES, MICHAEL H & DOROTHY N	154-065-03	302 E JEFFREY PINE RD Township 17 Lot 27 Block E Range 19 SubdivisionName SCOTCH PINES EST
YOLANDA CLARK	160-652-20	10630 ARBOR WAY Lot 30 SubdivisionName DOUBLE DIAMOND RANCH 17A
MOUNTAIN CONCEPTS LLC	232-541-05	8170 FOX MEADOWS CT SubdivisionName 3E @ SOMERSETT Lot 377
D'ANDREA GOLF HOLDINGS LLC	402-100-16	S D'ANDREA PKWY Lot 4 Range 20 Township 20 SubdivisionName UNSPECIFIED
D'ANDREA GOLF HOLDINGS LLC	402-100-18	S D'ANDREA PKWY Lot 4 SubdivisionName UNSPECIFIED Township 20 Range 20
D'ANDREA GOLF HOLDINGS LLC	402-100-52	S D'ANDREA PKWY SubdivisionName DTM 4829 Lot 1-B-2A-A
D'ANDREA GOLF HOLDINGS LLC	402-100-53	S D'ANDREA PKWY Lot 1-B-2A-B SubdivisionName DTM 4829
D'ANDREA GOLF HOLDINGS LLC	402-100-54	S D'ANDREA PKWY SubdivisionName UNSPECIFIED Township 20 Lot 1-B-2A-C Range 20
TERRANCE & TRACEY KIRN	502-132-03	945 GOLDEN WEST RD SubdivisionName GOLDEN MEADOWS 2 Lot 218
PAMELA M MANVILLE	506-010-20	305 QUARTZ LN Lot B SubdivisionName PM 1386

WILLIAM R & MARY A CARLTON	508-093-04	190 GUILDWOOD DR Lot 113 SubdivisionName JUNIPER TER MBL HME EST 5
DANIEL & SHANNON DAVIDSON	510-052-07	6558 S LARGO DR Block B Lot 12 SubdivisionName SIERRA VISTA 1
RIALTO LLC	510-381-05	PYRAMID WAY SubdivisionName FR SE4 Range 20 Section 21 Township 20
GELON FAMILY TRUST	516-221-05	880 KAYENTA CT Lot 75 SubdivisionName KILEY RANCH 2 UT 2
INC INTERNATIONAL LEO FOUNDATION	520-020-39	WINGFIELD HILLS RD Lot 1 SubdivisionName PM 3933
RICHARD & STEPHANIE D WEIDINGER	520-341-01	6141 SOLSTICE DR SubdivisionName WINGFIELD SPRINGS 20 PH 2 Lot 210
REYNEN & BARDIS (THE FOOTHILLS)	522-100-28	WINGFIELD SPRINGS RD SubdivisionName PM 4495 Lot A
REYNEN & BARDIS COMM NEV INC	522-170-04	VISTA BLVD Block A SubdivisionName WINGFIELD SPRINGS 7 CA Lot CA
JIMMY & LATONIA SCANLAN	526-152-09	3909 ANTNORI DR SubdivisionName FOOTHILLS AT WINGFIELD VL Lot 13-58
RIATA BUILDERS LLC	528-261-17	6553 PEPPERGRASS DR SubdivisionName PIONEER MEADOWS VLG 9 PH Lot 189
RIATA BUILDERS LLC	528-261-18	6557 PEPPERGRASS DR Lot 188 SubdivisionName PIONEER MEADOWS VLG 9 PH
STEVEN W & KELLY C MILLER	550-491-05	9050 RISING SUN DR SubdivisionName SKY VISTA VILLAGE 11B Lot 90
DEBORAH HYATT	550-561-17	9243 RUNNING DOG CIR Lot 98 SubdivisionName VILLAS AT SKY VISTA 2

McQuaid, Brian

From: Jessica Clayton <jtclaytone@aol.com>
Sent: Wednesday, July 03, 2013 3:39 PM
To: McQuaid, Brian; LeGoy, Bob
Cc: tjaksick@gmail.com; kevin@rmb-cpa.com; ssj3232@aol.com
Subject: 4005 Quail Rock Lane Residence

Hi Bob and Brian,

We weren't sure if you already knew this, but the 4005 Quail Rock Lane property had been transferred into the name of the trust. Not sure if this makes a difference in whether or not you thought it needed to go through probate?

Thank you,

Jess

McQuaid, Brian

From: Jessica Clayton <jtclaytone@aol.com>
Sent: Tuesday, July 02, 2013 11:31 AM
To: LeGoy, Bob; McQuaid, Brian
Cc: ssj3232@aol.com; tjaksick@gmail.com; kevin@rmb-cpa.com
Subject: Umqua Funds

Hi Bob and Brian,

Jim Corica was able to get Umqua to release the funds from the bank account, which we have deposited into the new Samuel S Jaksick Jr Family Trust account so you can take that one off your list.

Thank you,

Jess



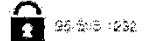
UMPQUA
BANK

1-866-4UMPQUA
1-866-486-7792
WWW.UMPQUABANK.COM

6984067

REMITTER SAMUEL S. JAKSICK JR.

0421
Date: 07/02/13



PAY TO THE ORDER OF ***SAMUEL S. JAKSICK JR. FAMILY TRUST***

\$ 33,053.47

THIRTY THREE THOUSAND FIFTY THREE and 47/100USDollars

CASHIER'S CHECK

Anthony J. NP

⑈6984067⑈ ⑆123205054⑆ 08000001⑈

UMPQUA BANK

CASHIER'S CHECK
CUSTOMER'S COPY

6984067

0421
Date: 07/02/13

REMITTER SAMUEL S. JAKSICK JR.

THIRTY THREE THOUSAND FIFTY THREE and 47/100USDollars

Amount
\$ 33,053.47

Pay To The Order Of: ***SAMUEL S. JAKSICK JR. FAMILY TRUST***

MCL002518

WJ 001058

McQuaid, Brian

From: LeGoy, Bob
Sent: Saturday, June 22, 2013 7:16 AM
To: 'Stan Jaksick'
Cc: McQuaid, Brian
Subject: RE: Roger Morris

Stan, That is perfect. Thanks. It sounds like you do not need any more help from Brian and me with this gaming issue. If so, please let us know.

I will talk to you, Todd and Kevin on our phone conference at 2 on Monday. Please email me if that changes. Please also tell us if you want Brian to participate. He is handling the creditor issues, so let us know if you want to discuss those issues on Monday. Have a good weekend.

From: Stan Jaksick [mailto:ssj3232@aol.com]
Sent: Friday, June 21, 2013 3:49 PM
To: LeGoy, Bob
Subject: Re: Roger Morris

Hi Bob,

We will send the retainer out on Monday, and Jess is finalizing my application right now. Let me talk to Todd about calling George and I'll let you know.

Thanks
Stan

Sent from my iPhone

On Jun 21, 2013, at 12:22 PM, "LeGoy, Bob" <lrlegoy@mclrenolaw.com> wrote:

Did you guys send Roger his retainer and your applications? I think you should get Vicky and him started on the application process.

Also, Steve agreed the 2003 Group Trust does not appear to ever be consummated. He wants you or him to confirm that with George Brown. I think you should do that, but I will call him if you want. If George confirms, we do not have to send the signed trust agreement to him or the corporation. Let us know if we should call George.

Thanks

Sent from my iPhone

On Jun 20, 2013, at 5:09 PM, "ssj3232@aol.com" <ssj3232@aol.com> wrote:

Sounds Good

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

From: LeGoy, Bob <lrlegoy@mclrenolaw.com>
To: ssj3232 <ssj3232@aol.com>

Sent: Thu, Jun 20, 2013 2:02 pm
Subject: Re: Roger Morris

Stan, I did this and he is ok with Roger talking directly to Vicky.

Sent from my iPhone

On Jun 20, 2013, at 1:48 PM, "ssj3232@aol.com" <ssj3232@aol.com> wrote:

Hi Bob,

I authorize you to tell Steve West that Roger is handling our applications.

Thank, Stan

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

From: LeGoy, Bob <rllegoy@mclrenolaw.com>

To: 'Nik Palmer' <nik@palmerlawreno.com>

Cc: Todd Jaksick <tjaksick@gmail.com>; ssj3232 <ssj3232@aol.com>;

Jessica Clayton <jtcaytone@aol.com>; McQuaid, Brian
<bmcquaid@mclrenolaw.com>

Sent: Wed, Jun 19, 2013 9:38 am

Subject: RE: Roger Morris

Nik, this is good news, but it would be a homerun if Roger can use the 6/29/06 restatement of Sam's Family Trust Agreement and the Schedule A (tab 1 in Jess's book) to also get the stock transferred to the trust so we can avoid probate. It looks like we will have an abbreviated probate proceeding for some of Sam's accounts, so we can add the stock to that but it would be better to avoid that. Also, please tell Roger he is authorized to work directly with Vicky at the casino. She will provide him whatever the corporation needs to file.

Todd and Stan, Please send Roger a check if you want to get him started ASAP. Please authorize me or Nik to tell Steve West that Roger is handling your applications as soon as we can. He is looking for a gaming lawyer for you and the corporation is going to charge you for his time so we need to minimize his involvement as much as possible as soon as possible.

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
rllegoy@mclrenolaw.com

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the purpose of avoiding Federal tax penalties that may be imposed on the taxpayer. Further, to the extent any tax advice contained in this e-mail may have been written to support the promotion or marketing of the transactions or matters discussed in this e-mail, every taxpayer should seek advice based on such taxpayer's particular circumstances from an independent tax advisor.

From: Nik Palmer [<mailto:nik@palmerlawreno.com>]

Sent: Tuesday, June 18, 2013 8:13 PM

To: Todd Jaksick

Cc: Jessica Clayton; LeGoy, Bob

Subject: Roger Morris

Hello Todd, I spoke to Roger Morris this afternoon. He would like you and Stan to send your applications to him and he will review them and physically walk them over to the gaming board office. He will also discuss with the gaming board whether Wendy will need to be licensed. He does not believe she will need to be licensed based upon the way the trust is organized.

Mr. Morris also thinks based upon the "Declaration of Gift" and the Second Amendment to the trust that we have a good chance of convincing the gaming board that the intent was to give you and Stan the 6% of the total Pioneer Group stock. He will work personally with the gaming board to get this accomplished.

If the 6% gift is established then the rest of the stock will likely have to go through probate. The only other issue is that Mr. Morris has not received the retainer fee yet.

Best regards,

Nicholus C. Palmer, Esq.
1029 Riverside
Reno NV 89503
Telephone: (775) 786-4121
Facsimile: (775) 786-4122
nik@palmerlawreno.com

McQuaid, Brian

From: McQuaid, Brian
Sent: Friday, June 21, 2013 2:03 PM
To: Matthew Gray (mgray@mcdonaldcarano.com)
Cc: ssj3232@aol.com; tjaksick@gmail.com; 'Jessica Clayton'; Kevin Riley; LeGoy, Bob
Subject: Jaksick Trust Documents
Attachments: Trust-agmt.PDF; Second-amend.PDF

Matt, per your request, attached please find the operative trust documents for The Samuel S. Jaksick, Jr. Family Trust. As we discussed, these are very private documents so please have NSB keep them confidential and limit their internal disclosure accordingly. 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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McQuaid, Brian

From: LeGoy, Bob
Sent: Friday, June 21, 2013 12:22 PM
To: ssj3232@aol.com; Jessica Clayton; Kevin Riley
Cc: McQuaid, Brian
Subject: Re: Roger Morris

Did you guys send Roger his retainer and your applications? I think you should get Vicky and him started on the application process.

Also, Steve agreed the 2003 Group Trust does not appear to ever be consummated. He wants you or him to confirm that with George Brown. I think you should do that, but I will call him if you want. If George confirms, we do not have to send the signed trust agreement to him or the corporation. Let us know if we should call George.

Thanks

Sent from my iPhone

On Jun 20, 2013, at 5:09 PM, "ssj3232@aol.com" <ssj3232@aol.com> wrote:

Sounds Good

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

From: LeGoy, Bob <lrlegoy@mclrenolaw.com>
To: ssj3232 <ssj3232@aol.com>
Sent: Thu, Jun 20, 2013 2:02 pm
Subject: Re: Roger Morris

Stan, I did this and he is ok with Roger talking directly to Vicky.

Sent from my iPhone

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Thank,Stan

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

From: LeGoy, Bob <lrlegoy@mclrenolaw.com>
To: 'Nik Palmer' <nik@palmerlawreno.com>
Cc: Todd Jaksick <tjaksick@gmail.com>; ssj3232 <ssj3232@aol.com>; Jessica Clayton <jtcaytone@aol.com>; McQuaid, Brian <bmcquaid@mclrenolaw.com>
Sent: Wed, Jun 19, 2013 9:38 am
Subject: RE: Roger Morris

Nik, this is good news, but it would be a homerun if Roger can use the 6/29/06 restatement of Sam's Family Trust Agreement and the Schedule A (tab 1 in Jess's book) to also get the stock transferred to the trust so we can avoid probate. It looks like we will

have an abbreviated probate proceeding for some of Sam's accounts, so we can add the stock to that but it would be better to avoid that. Also, please tell Roger he is authorized to work directly with Vicky at the casino. She will provide him whatever the corporation needs to file.

Todd and Stan, Please send Roger a check if you want to get him started ASAP. Please authorize me or Nik to tell Steve West that Roger is handling your applications as soon as we can. He is looking for a gaming lawyer for you and the corporation is going to charge you for his time so we need to minimize his involvement as much as possible as soon as possible.

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: Nik Palmer [<mailto:nik@palmerlawreno.com>]
Sent: Tuesday, June 18, 2013 8:13 PM
To: Todd Jaksick
Cc: Jessica Clayton; LeGoy, Bob
Subject: Roger Morris

Hello Todd, I spoke to Roger Morris this afternoon. He would like you and Stan to send your applications to him and he will review them and physically walk them over to the gaming board office. He will also discuss with the gaming board whether Wendy will need to be licensed. He does not believe she will need to be licensed based upon the way the trust is organized.

Mr. Morris also thinks based upon the "Declaration of Gift" and the Second Amendment to the trust that we have a good chance of convincing the gaming board that the intent was to give you and Stan the 6% of the total Pioneer Group stock. He will work personally with the gaming board to get this accomplished.

If the 6% gift is established then the rest of the stock will likely have to go through probate. The only other issue is that Mr. Morris has not received the retainer fee yet.

Best regards,

Nicholus C. Palmer, Esq.
1029 Riverside

Reno NV 89503
Telephone: (775) 786-4121
Facsimile: (775) 786-4122
nik@palmerlawreno.com

McQuaid, Brian

From: Kevin Riley <kevin@rmb-cpa.com>
Sent: Thursday, June 20, 2013 3:00 PM
To: LeGoy, Bob; 'Jessica Clayton'
Cc: ssj3232@aol.com; tjaksick@gmail.com; McQuaid, Brian
Subject: RE: Sam's Estate - NSB Update - Message Failure 2nd attempt.

Everyone,

I called Vicky and it was a GOOD conversation. She brought Mark Murphy (owner and general manager) into the conversation as well. I explained to Vicky and Mark that I wanted to give them a heads up that NSB was making inquiries and requesting documents from the Jaksick Estate but the principle reason for the call was to alert them that it is possible that a default provision might exist in the loan document when a guarantor passes away and that the attorneys need to review the loan document to review the loan exposure. I expressed that we are doing everything we can to make the bank happy and that hopefully, everything will resume "business as usual".

Mark asked why not call the bank to get copies of the loan docs and I explained "simply" the attorneys don't want to do that. Vicky indicated that although she is certain she has the loan documents, she was not certain that she had the guarantees but would look immediately. We will need to follow up.

Mark indicated that he was the one that wanted inquiries directed through Steve West. I explained that Bob, Nik, and Steve had a telephone conversation this week where Steve indicated that Vicky would be at our disposal for assistance, but if that wasn't correct please let me know and I would relay that information back to you. Mark seemed ok at this point to continue requests to Vicky. I also suggested that most of the inquiries would be routed through Jessica.

I alerted them that there would be requests for information related to the appraisal and I also alerted them that Roger Morris has been retained to expedite the gaming licensing. Mark seemed comforted by the hiring of Roger as he was well known in the gaming area.

I stressed that when all is said and done, our efforts will be to continue things "business as usual" several times in the conversation but it was a good conversation.

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: LeGoy, Bob [mailto:lrlegoy@mclrenolaw.com]

Sent: Wednesday, June 19, 2013 8:16 PM

To: 'Jessica Clayton'

Cc: Kevin Riley; ssj3232@aol.com; tjaksick@gmail.com; McQuaid, Brian

Subject: RE: Sam's Estate - NSB Update - Message Failure 2nd attempt.

Jess, That makes me mad. Sam's Trust is Pioneer's biggest shareholder and Sam was a founding shareholder and director in Pioneer. Steve West told me Pioneer is going to charge Sam's Trust for the time Steve spends on Stan, Todd and Wendy's licensing matters. Under those circumstances, Vicky should help you, Stan, Todd and Wendy any way you request. She indirectly works for you guys. I think you need to push Vicky to help you any way she can, and the Pioneer loan from NSB is very important to the entire company. If that gets called, she might not have a job. They should be helping not hindering you guys. I will talk to Steve West about this if you want. 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: Wednesday, June 19, 2013 6:10 PM

To: LeGoy, Bob

Cc: Kevin Riley; ssj3232@aol.com; tjaksick@gmail.com; McQuaid, Brian

Subject: Re: Sam's Estate - NSB Update - Message Failure 2nd attempt.

Hi Bob,

Thank you. Todd's last email said he was ok with providing info in binder's tab 1 and 2. Kevin doesn't advise it and we've not heard from Stan.

As far as me contacting Vicky. It's my understanding that they did not feel comfortable answering our individual questions anymore until they got the documentation they needed. I assumed all requests need to go thru Steve West, unless I missed something and it changed. In any case, I'm happy to try but just need Stan, Todd and Kevin's "ok"

Enjoy your vacation starting tomorrow... We will try not to bug you to much...lol

Jess

On Jun 19, 2013, at 6:01 PM, "LeGoy, Bob" <lrlegoy@mclrenolaw.com> wrote:

Jess, As I told Todd, I recently went through this with another client. NSB called a huge loan when the client died because that was their option under the terms of the loan documents. That client negotiated an extension of that loan, but they gave NSB whatever they requested. I believe the children even personally guaranteed that loan, but I will confirm that if you want.

Kevin is correct that you have to keep them happy, but presumably NSB also wants to keep the Pioneer financing. You need to get the loan documents from either NSB or Pioneer. I suggest you call Vicky, the CFO of Pioneer who is going to help with Todd's and Stan's (and possibly Wendy's) gaming licenses. In my opinion, that is preferable to asking NSB for the loan documents.

Thanks

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

Maupin, Cox & LeGoy
4785 Caughlin Parkway
P.O. Box 30000
Reno, Nevada 89520
(775) 827-2000
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From: Kevin Riley [<mailto:kevin@rmb-cpa.com>]
Sent: Wednesday, June 19, 2013 3:21 PM
To: Jessica Clayton; LeGoy, Bob
Cc: ssj3232@aol.com; tjaksick@gmail.com; McQuaid, Brian
Subject: RE: Sam's Estate - NSB Update - Message Failure 2nd attempt.

It is Pioneer's debt. I am strictly going off the audited financials that I have. But that guarantee/loan agreement should be requested for our records

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: Jessica Clayton [<mailto:jtcaytone@aol.com>]
Sent: Wednesday, June 19, 2013 3:19 PM
To: Kevin Riley; lrlegoy@mclrenolaw.com
Cc: ssj3232@aol.com; tjaksick@gmail.com; bmcquaid@mclrenolaw.com
Subject: Re: Sam's Estate - NSB Update - Message Failure 2nd attempt.

And Kevin - I don't recall ever seeing loan docs for that \$6million loan. Do you?

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

From: Kevin Riley <kevin@rmb-cpa.com>
To: LeGoy, Bob <lrlegoy@mclrenolaw.com>; 'Jessica Clayton' <jtcaytone@aol.com>
Cc: ssj3232@aol.com <ssj3232@aol.com>; tjaksick@gmail.com <tjaksick@gmail.com>; McQuaid, Brian <bmcquaid@mclrenolaw.com>
Sent: Wed, Jun 19, 2013 3:16 pm
Subject: RE: Sam's Estate - NSB Update - Message Failure 2nd attempt.

All,

From my perspective I only see one debt Sam owed to NSB for about \$150k, but I also see that Pioneer group has a loan of \$6,000,000 to NSB for which Sam guaranteed. The \$150k debt is no big deal, but if NSB can call the Pioneer Group debt as a result of Sam's passing – that would be catastrophic to Pioneer's operations and everybody involved.

My preference would be to not release the full trust document and amendments but in this instance the risk of NSB calling the pioneer group debt is too great. We need to keep the bank happy.

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: LeGoy, Bob [<mailto:lrlegoy@mclrenolaw.com>]
Sent: Wednesday, June 19, 2013 3:00 PM
To: 'Jessica Clayton'
Cc: ssj3232@aol.com; tjaksick@gmail.com; Kevin Riley; McQuaid, Brian
Subject: RE: Sam's Estate - NSB Update - Message Failure 2nd attempt.

Jess, I leave it to Todd and Stan whether to give NSB all Sam's Trust documents, but their lawyer's argument for reviewing them made sense to me. I do not want Todd and Stan to jeopardize a good loan by holding back the TA and it can be made confidential. They should talk to NSB about how important that is, but I presume they will require it. Brian of my office can deliver it while I am gone. It is tabs 1 & 2 of the very useful binder you prepared for us. 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)
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From: Jessica Clayton [<mailto:jtclyatone@aol.com>]
Sent: Wednesday, June 19, 2013 11:39 AM
To: LeGoy, Bob
Cc: ssj3232@aol.com; tjaksick@gmail.com
Subject: Re: Sam's Estate - NSB Update - Message Failure 2nd attempt.

Hi Bob, Stan and Todd -

Before Todd left town yesterday I had asked him if you guys discussed this matter again and I believe you did not have time to during your last conference call.

Todd is now out of town until the 1st, but both of you are available by email it sounds like.

Bob, it sounds like you would like to give the full trust agreement to NSB?

Todd and Stan, are you ok with this?

Bob, I think you have copies of that and if so would your office be forwarding the documents to NSB?

Thanks so much for all your help,

Jess

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

From: LeGoy, Bob <lrlegoy@mclrenolaw.com>
To: 'Jessica Clayton' <jtclyatone@aol.com>
Cc: ssj3232 <ssj3232@aol.com>; tjaksick <tjaksick@gmail.com>

Sent: Sat, Jun 15, 2013 12:06 pm
Subject: RE: Sam's Estate - NSB Update - Message Failure 2nd attempt.

Jess, I would like to see the full loan documents if that is not too much trouble for you.

The lawyer for NSB, Matt Gray, called me last week and told me NSB wants to see Sam's entire Trust Agreement. He said they need it because they are considering whether the Trust can continue to be the obligor on Sam's loans from NSB. He said they want to confirm the Trusts will continue for more than the terms of the loans. That makes sense to me, and I think you should give them the Trust Agreements with the agreement they not disclose the contents to anyone outside the lending officers for the bank who have responsibility for Sam's loans. I gave Todd this advice and he told me he was not ready to give them the entire Trust Agreement. He and Stan need to negotiate with NSB to see if they can continue the loans without providing the entire Trust Agreement. If not, I think they should provide it rather than lose the loans.

Please be advised I will be out of my office from 6/20-6/29, but available by email during that time.

Thanks for organizing 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)
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From: Jessica Clayton [<mailto:jtclaytone@aol.com>]
Sent: Friday, June 14, 2013 1:46 PM
To: LeGoy, Bob
Cc: ssj3232@aol.com; tjaksick@gmail.com
Subject: Fwd: Sam's Estate - NSB Update - Message Failure 2nd attempt.

Hi there Bob,

Happy Friday to you! I'm working on getting the personal guarantees together for you. Do you need the full loan docs or just the part where it states the personal guarantee information?

Also, on another subject - I received the email below from Rick Thomas of Nevada State Bank. I had previously sent him the certificate of trust and signature page of the 2nd amendment, but it sounds like he may want to have the full trust document? Is that something we need to give the banks?

Thanks so much for your help,

Jess

From: Richard Thomas
Sent: Wednesday, June 12, 2013 2:16 PM
To: ssj3232@aol.com; tjaksick@gmail.com; 'Jessica Clayton'
Subject: FW: Sam's Estate - NSB Update

Todd, Stan, Jessica,

Have you received a complete copy of the trust and amendments and could I please obtain a copy? Waiting to receive so I can approve and document your requested referral.

Thanks,

Rick Thomas
Vice President | Corporate Banking
NMLS #720640
One West Liberty, 2nd Flr. | Reno, NV 89501
775.688.6959 | 775.688.6960 fax | Richard.Thomas@nsbank.com
<image001.png>

<image002.png> |

From: Richard Thomas
Sent: Friday, May 31, 2013 7:52 PM
To: Jessica Clayton
Cc: tjaksick@gmail.com; ssj3232@aol.com
Subject: RE: Sam's Estate - NSB Update

Jessica, Todd, Stan

I will be on vacation next week so wanted to give you a quick update. I am currently awaiting to review complete copies of the trust and amendments which I understand will be delivered next week. I have prepared the report/approval request for the requested deferment but need legal counsels review of the trust to confirm I have the proper "legal" borrower and verification of the proper signors before I can submit for approval. Upon my return 06/11/13 with receipt of the trust I will work to get approval and docs completed as soon as possible.

Thanks,

Rick Thomas
Vice President | Corporate Banking
NMLS #720640
One West Liberty, 2nd Flr. | Reno, NV 89501
775.688.6959 | 775.688.6960 fax | Richard.Thomas@nsbank.com
<image001.png>

<image002.png> |

From: Jessica Clayton [<mailto:jtclaytone@aol.com>]
Sent: Thursday, May 30, 2013 10:10 AM
To: Richard Thomas

Cc: tjaksick@gmail.com
Subject: Re: Sam's Estate

Good morning Rick,

Once I get the payment from the new account tomorrow, would I just take it to any NSB branch with the payment remittance slip or would it need to be delivered to your Liberty Street office?

Thanks so much,

Jessica

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

From: Richard Thomas <Richard.Thomas@nsbank.com>
To: Jessica Clayton <jtcaytone@aol.com>
Sent: Wed, May 29, 2013 2:31 pm
Subject: RE: Sam's Estate

THANK YOU!

Rick Thomas

Vice President | Corporate Banking

NMLS #720640

One West Liberty, 2nd Flr. | Reno, NV 89501

775.688.6959 | 775.688.6960 fax | Richard.Thomas@nsbank.com

<image001.png>

<image002.png> |

From: Jessica Clayton

[<mailto:jtcaytone@aol.com>]

Sent: Wednesday, May 29, 2013 1:54 PM

To: Richard Thomas

Cc: tjaksick@gmail.com;

ssj3232@aol.com

Subject: Re: Sam's Estate

Hi Rick,

Attached please find the Certification of Sam's Trust, as well as the necessary pages of the 2nd Amendment stating the Successor Co-Trustees and the Certificate of Incumbency executed by the Co-Trustees.

We are hoping to have the check to your bank by Friday. We've been waiting for documents to get the bank account open and running. They told us we should have at least a counter check to write on to make the \$590.43 payment.

Thank you so much for all your help and patience.

Sincerely,

Jessica
for Stan & Todd Jaksick

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

From: Richard Thomas <Richard.Thomas@nsbank.com>
To: Jessica Clayton <jtcaytone@aol.com>
Cc: tjaksick@gmail.com; ssj3232@aol.com
Sent: Tue, May 28, 2013 12:53 pm
Subject: RE: Sam's Estate

Jessica,

What we will need is a copy of the trust as amended and the Trust Certification would be good also. This allows us to verify who the successors and their powers, as well as sub trusts which may be formed, enabling us to modify the current documents. We do not need coroners letter or death certificate.

Do you know if the interest payment due 05/01/13 of \$590.43 will be able to be conducted this week?

Thank you,

Rick Thomas

Vice President | Corporate Banking

NMLS #720640

One West Liberty, 2nd Flr. | Reno, NV 89501

775.688.6959 | 775.688.6960 fax | Richard.Thomas@nsbank.com

<image001.png>

<image002.png> |

From: Jessica Clayton

[\[mailto:jtcaytone@aol.com\]](mailto:jtcaytone@aol.com)

Sent: Thursday, May 16, 2013 12:02 PM

To: Richard Thomas; Russ Browne

Cc: tjaksick@gmail.com; ssj3232@aol.com;

kevin@rmb-cpa.com

Subject: Sam's Estate

Hi Russ and Rick,

Thank you for the meeting yesterday. We are still in the process of setting up the Administrative account for the Samuel Jaksick Jr. Trust. We found out yesterday that FIB is in need of the Trustee's Certificate of Incumbency in order to open the account. Bob Legoy, the trust attorney, is out of town until early next week, so the account will most likely not be open until late next week.

The guys had stated that the goal is to keep the interest current during this 120 day deferral. I'm wondering if this additional 2 weeks for us to property transfer the funds into the Administrative account will be satisfactory for NSB?

If not, please let us know, and we will try and work with the accountant to figure out another short term approach.

Additionally, I thought it would be best to ask you what documentation it is that you're looking for. I intended to send you a copy of Sam's Certification of the Trust, the coroner's letter, and once we receive a final death certificate we will immediately forward that on as well. Other than those items, are there any other items in particular that you would need.

We hope you know how appreciative the guys are for you working with them on this under these circumstances.

Thank you,

Jessica
for Stan & Todd Jaksick

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McQuaid, Brian

From: Jessica Clayton <jtclaytone@aol.com>
Sent: Wednesday, June 19, 2013 9:37 PM
To: LeGoy, Bob
Cc: Kevin Riley; ssj3232@aol.com; tjaksick@gmail.com; McQuaid, Brian
Subject: Re: Sam's Estate - NSB Update - Message Failure 2nd attempt.

Hi Bob,

Vicky has been really wonderful to us so I don't think it's that she doesn't want to help but Nik Palmer or Todd/Stan received an email from Steve West a while back saying something referencing many people were asking many questions (myself for Stan/Todd and Nik) and it was my understanding they wanted to streamline all the questions thru Steve West and the counsel of Stan / Todd / Trust at least until they received all documentation as to Sam's trust and its trustees etc. Todd and I had just been asking Nik certain questions to ask Steve West. I'm actually not sure where all that stands and have assumed Nik sent Steve the docs requested.

I can try and call if you all agree and want me to, just let me know. I'd be happy to. Marc and Vicky have always been kind and helpful. It may have been just overwhelming at first.

Also tomorrow I can check the files more thoroughly to see if we have a copy of the loan.

Thanks again for your help...

:) Jess

On Jun 19, 2013, at 8:16 PM, "LeGoy, Bob" <lrlegoy@mclrenolaw.com> wrote:

Jess, That makes me mad. Sam's Trust is Pioneer's biggest shareholder and Sam was a founding shareholder and director in Pioneer. Steve West told me Pioneer is going to charge Sam's Trust for the time Steve spends on Stan, Todd and Wendy's licensing matters. Under those circumstances, Vicky should help you, Stan, Todd and Wendy any way you request. She indirectly works for you guys. I think you need to push Vicky to help you any way she can, and the Pioneer loan from NSB is very important to the entire company. If that gets called, she might not have a job. They should be helping not hindering you guys. I will talk to Steve West about this if you want. Thanks

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

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From: Jessica Clayton [<mailto:jtclyatone@aol.com>]
Sent: Wednesday, June 19, 2013 6:10 PM
To: LeGoy, Bob
Cc: Kevin Riley; ssj3232@aol.com; tjaksick@gmail.com; McQuaid, Brian
Subject: Re: Sam's Estate - NSB Update - Message Failure 2nd attempt.

Hi Bob,

Thank you. Todd's last email said he was ok with providing info in binder's tab 1 and 2. Kevin doesn't advise it and we've not heard from Stan.

As far as me contacting Vicky. It's my understanding that they did not feel comfortable answering our individual questions anymore until they got the documentation they needed. I assumed all requests need to go thru Steve West, unless I missed something and it changed. In any case, I'm happy to try but just need Stan, Todd and Kevin's "ok"

Enjoy your vacation starting tomorrow... We will try not to bug you to much...lol

Jess

On Jun 19, 2013, at 6:01 PM, "LeGoy, Bob" <lrlegoy@mclrenolaw.com> wrote:

Jess, As I told Todd, I recently went through this with another client. NSB called a huge loan when the client died because that was their option under the terms of the loan documents. That client negotiated an extension of that loan, but they gave NSB whatever they requested. I believe the children even personally guaranteed that loan, but I will confirm that if you want.

Kevin is correct that you have to keep them happy, but presumably NSB also wants to keep the Pioneer financing. You need to get the loan documents from either NSB or Pioneer. I suggest you call Vicky, the CFO of Pioneer who is going to help with Todd's and Stan's (and possibly Wendy's) gaming licenses. In my opinion, that is preferable to asking NSB for the loan documents.

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: Kevin Riley [<mailto:kevin@rmb-cpa.com>]

Sent: Wednesday, June 19, 2013 3:21 PM

To: Jessica Clayton; LeGoy, Bob

Cc: ssj3232@aol.com; tjaksick@gmail.com; McQuaid, Brian

Subject: RE: Sam's Estate - NSB Update - Message Failure 2nd attempt.

It is Pioneer's debt. I am strictly going off the audited financials that I have. But that guarantee/loan agreement should be requested for our records

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: Jessica Clayton [<mailto:jtclyatone@aol.com>]

Sent: Wednesday, June 19, 2013 3:19 PM

To: Kevin Riley; lrlegoy@mclrenolaw.com

Cc: ssj3232@aol.com; tjaksick@gmail.com; bmcquaid@mclrenolaw.com

Subject: Re: Sam's Estate - NSB Update - Message Failure 2nd attempt.

And Kevin - I don't recall ever seeing loan docs for that \$6million loan. Do you?

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

From: Kevin Riley <kevin@rmb-cpa.com>
To: LeGoy, Bob <lrlegoy@mclrenolaw.com>; 'Jessica Clayton' <jclaytone@aol.com>
Cc: ssj3232 <ssj3232@aol.com>; tjaksick <tjaksick@gmail.com>; McQuaid, Brian
<bmcquaid@mclrenolaw.com>
Sent: Wed, Jun 19, 2013 3:16 pm
Subject: RE: Sam's Estate - NSB Update - Message Failure 2nd attempt.

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My preference would be to not release the full trust document and amendments but in this instance the risk of NSB calling the pioneer group debt is too great. We need to keep the bank happy.

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Sent: Wednesday, June 19, 2013 3:00 PM
To: 'Jessica Clayton'
Cc: ssj3232@aol.com; tjaksick@gmail.com; Kevin Riley; McQuaid, Brian
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Jess, I leave it to Todd and Stan whether to give NSB all Sam's Trust documents, but their lawyer's argument for reviewing them made sense to me. I do not want Todd and Stan to jeopardize a good loan by holding back the TA and it can be made confidential. They should talk to NSB about how important that is, but I presume they will require it. Brian of my office can deliver it while I am gone. It is tabs 1 & 2 of the very useful binder you prepared for us. Thanks

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From: Jessica Clayton [<mailto:jtcaytone@aol.com>]
Sent: Wednesday, June 19, 2013 11:39 AM
To: LeGoy, Bob
Cc: ssj3232@aol.com; tjaksick@gmail.com
Subject: Re: Sam's Estate - NSB Update - Message Failure 2nd attempt.

Hi Bob, Stan and Todd -

Before Todd left town yesterday I had asked him if you guys discussed this matter again and I believe you did not have time to during your last conference call.

Todd is now out of town until the 1st, but both of you are available by email it sounds like.

Bob, it sounds like you would like to give the full trust agreement to NSB?

Todd and Stan, are you ok with this?

Bob, I think you have copies of that and if so would your office be forwarding the documents to NSB?

Thanks so much for all your help,

Jess

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

From: LeGoy, Bob <lrlegoy@mclrenolaw.com>
To: 'Jessica Clayton' <jtcaytone@aol.com>
Cc: ssj3232@aol.com <ssj3232@aol.com>; tjaksick@gmail.com <tjaksick@gmail.com>
Sent: Sat, Jun 15, 2013 12:06 pm
Subject: RE: Sam's Estate - NSB Update - Message Failure 2nd attempt.

Jess, I would like to see the full loan documents if that is not too much trouble for you.

The lawyer for NSB, Matt Gray, called me last week and told me NSB wants to see Sam's entire Trust Agreement. He said they need it because they are considering whether the Trust can continue to be the obligor on Sam's loans from NSB. He said they want to confirm the Trusts will continue for more than the terms of the loans. That makes sense to me, and I think you should give them the Trust Agreements with the agreement they not disclose the contents to anyone outside the lending officers for the bank who have responsibility for Sam's loans. I gave Todd this advice and he told me he was not ready to give them the entire Trust Agreement. He and Stan need to negotiate with NSB to see if they can continue the loans without providing the entire Trust Agreement. If not, I think they should provide it rather than lose the loans.

Please be advised I will be out of my office from 6/20-6/29, but available by email during that time.

Thanks for organizing us.

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

Maupin, Cox & LeGoy
4785 Caughlin Parkway
P.O. Box 30000
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From: Jessica Clayton [<mailto:jtcclaytone@aol.com>]
Sent: Friday, June 14, 2013 1:46 PM
To: LeGoy, Bob
Cc: ssj3232@aol.com; tjaksick@gmail.com
Subject: Fwd: Sam's Estate - NSB Update - Message Failure 2nd attempt.

Hi there Bob,

Happy Friday to you! I'm working on getting the personal guarantees together for you. Do you need the full loan docs or just the part where it states the personal guarantee information?

Also, on another subject - I received the email below from Rick Thomas of Nevada State Bank. I had previously sent him the certificate of trust and signature page of the 2nd amendment, but it sounds like he may want to have the full trust document? Is that something we need to give the banks?

Thanks so much for your help,

Jess

From: Richard Thomas
Sent: Wednesday, June 12, 2013 2:16 PM
To: ssj3232@aol.com; tjaksick@gmail.com; 'Jessica Clayton'
Subject: FW: Sam's Estate - NSB Update

Todd, Stan, Jessica,

Have you received a complete copy of the trust and amendments and could I please obtain a copy? Waiting to receive so I can approve and document your requested referral.

Thanks,

Rick Thomas
Vice President | Corporate Banking
NMLS #720640
One West Liberty, 2nd Flr. | Reno, NV 89501
775.688.6959 | 775.688.6960 fax | Richard.Thomas@nsbank.com
<image001.png>

<image002.png> |

From: Richard Thomas
Sent: Friday, May 31, 2013 7:52 PM
To: Jessica Clayton
Cc: tjaksick@gmail.com; ssj3232@aol.com
Subject: RE: Sam's Estate - NSB Update

Jessica, Todd, Stan

I will be on vacation next week so wanted to give you a quick update. I am currently awaiting to review complete copies of the trust and amendments which I understand will be delivered next week. I have prepared the report/approval request for the requested deferment but need legal counsels review of the trust to confirm I have the proper "legal" borrower and verification of the proper signors before I can submit for approval. Upon my return 06/11/13 with receipt of the trust I will work to get approval and docs completed as soon as possible.

Thanks,

Rick Thomas
Vice President | Corporate Banking
NMLS #720640
One West Liberty, 2nd Flr. | Reno, NV 89501
775.688.6959 | 775.688.6960 fax | Richard.Thomas@nsbank.com
<image001.png>

<image002.png> |

From: Jessica Clayton [<mailto:jclaytone@aol.com>]
Sent: Thursday, May 30, 2013 10:10 AM
To: Richard Thomas
Cc: tjaksick@gmail.com
Subject: Re: Sam's Estate

Good morning Rick,

Once I get the payment from the new account tomorrow, would I just take it to any NSB branch with the payment remittance slip or would it need to be delivered to your Liberty Street office?

Thanks so much,

Jessica

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

From: Richard Thomas <Richard.Thomas@nsbank.com>

To: Jessica Clayton <jtcaytone@aol.com>

Sent: Wed, May 29, 2013 2:31 pm

Subject: RE: Sam's Estate

THANK YOU!

Rick Thomas

Vice President | Corporate Banking

NMLS #720640

One West Liberty, 2nd Flr. | Reno, NV 89501

775.688.6959 | 775.688.6960 fax | Richard.Thomas@nsbank.com

<image001.png>

<image002.png> |

From: Jessica Clayton

[\[mailto:jtcaytone@aol.com\]](mailto:jtcaytone@aol.com)

Sent: Wednesday, May 29, 2013 1:54 PM

To: Richard Thomas

Cc: tjaksick@gmail.com;

ssj3232@aol.com

Subject: Re: Sam's Estate

Hi Rick,

Attached please find the Certification of Sam's Trust, as well as the necessary pages of the 2nd Amendment stating the Successor Co-Trustees and the Certificate of Incumbency executed by the Co-Trustees.

We are hoping to have the check to your bank by Friday. We've been waiting for documents to get the bank account open and running. They told us we should have at least a counter check to write on to make the \$590.43 payment.

Thank you so much for all your help and patience.

Sincerely,

Jessica

for Stan & Todd Jaksick

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

From: Richard Thomas <Richard.Thomas@nsbank.com>

To: Jessica Clayton <jtcaytone@aol.com>

Cc: tjaksick@gmail.com; ssj3232@aol.com <ssj3232@aol.com>

Sent: Tue, May 28, 2013 12:53 pm

Subject: RE: Sam's Estate

Jessica,

What we will need is a copy of the trust as amended and the Trust Certification would be good also. This allows us to verify who the successors and their powers, as well as sub trusts which may be formed, enabling us to modify the current documents. We do not need coroners letter or death certificate.

Do you know if the interest payment due 05/01/13 of \$590.43 will be able to be conducted this week?

Thank you,

Rick Thomas

Vice President | Corporate Banking

NMLS #720640

One West Liberty, 2nd Flr. | Reno, NV 89501

775.688.6959 | 775.688.6960 fax | Richard.Thomas@nsbank.com

<image001.png>

<image002.png>

From: Jessica Clayton

[\[mailto:jtclaytone@aol.com\]](mailto:jtclaytone@aol.com)

Sent: Thursday, May 16, 2013 12:02 PM

To: Richard Thomas; Russ Browne

Cc: tjaksick@gmail.com;

ssj3232@aol.com; kevin@rmb-cpa.com

Subject: Sam's Estate

Hi Russ and Rick,

Thank you for the meeting yesterday. We are still in the process of setting up the Administrative account for the Samuel Jaksick Jr. Trust. We found out yesterday that FIB is in need of the Trustee's Certificate of Incumbency in order to open the account. Bob Legoy, the trust attorney, is out of town until early next week, so the account will most likely not be open until late next week.

The guys had stated that the goal is to keep the interest current during this 120 day deferral. I'm wondering if this additional 2 weeks for us to property transfer the funds into the Administrative account will be satisfactory for NSB?

If not, please let us know, and we will try and work with the accountant to figure out another short term approach.

Additionally, I thought it would be best to ask you what documentation it is that you're looking for. I intended to send you a copy of Sam's Certification of the Trust, the coroner's letter, and once we receive a final death certificate we will immediately forward that on as well. Other than those items, are there any other items in particular that you would need.

We hope you know how appreciative the guys are for you working with them on this under these circumstances.

Thank you,

Jessica

for Stan & Todd Jaksick

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McQuaid, Brian

From: LeGoy, Bob
Sent: Wednesday, June 19, 2013 8:10 PM
To: McQuaid, Brian
Cc: ssj3232@aol.com; tjaksick@gmail.com; 'Jessica Clayton'; Kevin Riley
Subject: RE: Sam's Estate - NSB Update - Message Failure 2nd attempt.

Brian, Please send the Restated Trust Agreement and its Second Amendment (which supersedes and revokes the first Amendment) to Matt Gray, Esq. at McDonald Carano. He is NSB's lawyer. Please call him first to make sure we should send it to him and not some officer at NSB.

Everyone, Thanks. I think this is the best decision for Pioneer, and therefore Sam's Trust.

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

Maupin, Cox & LeGoy
4785 Caughlin Parkway
P.O. Box 30000
Reno, Nevada 89520
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Sent: Wednesday, June 19, 2013 7:41 PM
To: Kevin Riley
Cc: LeGoy, Bob; ssj3232@aol.com; tjaksick@gmail.com; McQuaid, Brian
Subject: Re: Sam's Estate - NSB Update - Message Failure 2nd attempt.

Hi all,

Stan said he is ok with it.

Brian, can you please arrange to get NSB the items in Tab 1 and Tab 2 as mentioned in the emails below?

Thanks for everyone's advise and input, and for all the help :)

Jess

On Jun 19, 2013, at 6:13 PM, Kevin Riley <kevin@rmb-cpa.com> wrote:

Just to be clear, I don't like the idea of providing nsb with the full trust, but I think we must. We can't afford NTSB calling the pioneer debt.

Sent from my Android

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

From: Jessica Clayton [jtcaytone@aol.com]

Received: Wednesday, 19 Jun 2013, 6:10pm

To: LeGoy, Bob [lrlgoy@mclrenolaw.com]

CC: Kevin Riley [kevin@rmb-cpa.com]; ssj3232@aol.com [ssj3232@aol.com]; tjaksick@gmail.com [tjaksick@gmail.com]; McQuaid, Brian [bmcquaid@mclrenolaw.com]

Subject: Re: Sam's Estate - NSB Update - Message Failure 2nd attempt.

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Enjoy your vacation starting tomorrow... We will try not to bug you to much...lol

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To: LeGoy, Bob <lrlegoy@mclrenolaw.com>; 'Jessica Clayton' <jtcclaytone@aol.com>
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Todd is now out of town until the 1st, but both of you are available by email it sounds like.

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Todd and Stan, are you ok with this?

Bob, I think you have copies of that and if so would your office be forwarding the documents to NSB?

Thanks so much for all your help,

Jess

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

From: LeGoy, Bob <lrlegoy@mclrenolaw.com>
To: 'Jessica Clayton' <jtcaytone@aol.com>
Cc: ssj3232@aol.com <ssj3232@aol.com>; tjaksick@gmail.com <tjaksick@gmail.com>
Sent: Sat, Jun 15, 2013 12:06 pm
Subject: RE: Sam's Estate - NSB Update - Message Failure 2nd attempt.

Jess, I would like to see the full loan documents if that is not too much trouble for you.

The lawyer for NSB, Matt Gray, called me last week and told me NSB wants to see Sam's entire Trust Agreement. He said they need it because they are considering whether the Trust can continue to be the obligor on Sam's loans from NSB. He said they want to confirm the Trusts will continue for more than the terms of the loans. That makes sense to me, and I think you should give them the Trust Agreements with the agreement they not disclose the contents to anyone outside the lending officers for the bank who have responsibility for Sam's loans. I gave Todd this advice and he told me he was not ready to give them the entire Trust Agreement. He and Stan need to negotiate with NSB to see if they can continue the loans without providing the entire Trust Agreement. If not, I think they should provide it rather than lose the loans.

Please be advised I will be out of my office from 6/20-6/29, but available by email during that time.

Thanks for organizing 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:jclaytone@aol.com>]
Sent: Friday, June 14, 2013 1:46 PM
To: LeGoy, Bob
Cc: ssj3232@aol.com; tjaksick@gmail.com
Subject: Fwd: Sam's Estate - NSB Update - Message Failure 2nd attempt.

Hi there Bob,

Happy Friday to you! I'm working on getting the personal guarantees together for you. Do you need the full loan docs or just the part where it states the personal guarantee information?

Also, on another subject - I received the email below from Rick Thomas of Nevada State Bank. I had previously sent him the certificate of trust and signature page of the 2nd amendment, but it sounds like he may want to have the full trust document? Is that something we need to give the banks?

Thanks so much for your help,

Jess

From: Richard Thomas
Sent: Wednesday, June 12, 2013 2:16 PM
To: ssj3232@aol.com; tjaksick@gmail.com; 'Jessica Clayton'
Subject: FW: Sam's Estate - NSB Update

Todd, Stan, Jessica,

Have you received a complete copy of the trust and amendments and could I please obtain a copy? Waiting to receive so I can approve and document your requested referral.

Thanks,

Rick Thomas
Vice President | Corporate Banking
NMLS #720640
One West Liberty, 2nd Flr. | Reno, NV 89501
775.688.6959 | 775.688.6960 fax | Richard.Thomas@nsbank.com
<image001.png>

<image002.png> |

From: Richard Thomas
Sent: Friday, May 31, 2013 7:52 PM
To: Jessica Clayton
Cc: tjaksick@gmail.com; ssj3232@aol.com
Subject: RE: Sam's Estate - NSB Update

Jessica, Todd, Stan

I will be on vacation next week so wanted to give you a quick update. I am currently awaiting to review complete copies of the trust and amendments which I understand will be delivered next week. I have prepared the report/approval request for the requested deferment but need legal counsels review of the trust to confirm I have the proper "legal" borrower and verification of the proper signors before I can submit for approval. Upon my return 06/11/13 with receipt of the trust I will work to get approval and docs completed as soon as possible.

Thanks,

Rick Thomas
Vice President | Corporate Banking
NMLS #720640
One West Liberty, 2nd Flr. | Reno, NV 89501
775.688.6959 | 775.688.6960 fax | Richard.Thomas@nsbank.com
<image001.png>

<image002.png> |

From: Jessica Clayton [<mailto:jtcaytone@aol.com>]
Sent: Thursday, May 30, 2013 10:10 AM
To: Richard Thomas
Cc: tjaksick@gmail.com
Subject: Re: Sam's Estate

Good morning Rick,

Once I get the payment from the new account tomorrow, would I just take it to any NSB branch with the payment remittance slip or would it need to be delivered to your Liberty Street office?

Thanks so much,

Jessica

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

From: Richard Thomas <Richard.Thomas@nsbank.com>
To: Jessica Clayton <jtcclaytone@aol.com>
Sent: Wed, May 29, 2013 2:31 pm
Subject: RE: Sam's Estate

THANK YOU!

Rick Thomas
Vice President | Corporate Banking
NMLS #720640
One West Liberty, 2nd Flr. | Reno, NV 89501
775.688.6959 | 775.688.6960 fax | Richard.Thomas@nsbank.com
<image001.png>

<image002.png> |

From: Jessica Clayton
[\[mailto:jtcclaytone@aol.com\]](mailto:jtcclaytone@aol.com)
Sent: Wednesday, May 29, 2013 1:54 PM
To: Richard Thomas
Cc: tjaksick@gmail.com;
ssj3232@aol.com
Subject: Re: Sam's Estate

Hi Rick,

Attached please find the Certification of Sam's Trust, as well as the necessary pages of the 2nd Amendment stating the Successor Co-Trustees and the Certificate of Incumbency executed by the Co-Trustees.

We are hoping to have the check to your bank by Friday. We've been waiting for documents to get the bank account open and running. They told us we should have at least a counter check to write on to make the \$590.43 payment.

Thank you so much for all your help and patience.

Sincerely,

Jessica
for Stan & Todd Jaksick

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

From: Richard Thomas <Richard.Thomas@nsbank.com>
To: Jessica Clayton <jtcclaytone@aol.com>
Cc: tjaksick@gmail.com; ssj3232@aol.com
Sent: Tue, May 28, 2013 12:53 pm
Subject: RE: Sam's Estate

Jessica,

What we will need is a copy of the trust as amended and the Trust Certification would be good also. This allows us to verify who the successors and their powers, as well as sub trusts which may be formed, enabling us to modify the current documents. We do not need coroners letter or death certificate.

Do you know if the interest payment due 05/01/13 of \$590.43 will be able to be conducted this week?

Thank you,

Rick Thomas

Vice President | Corporate Banking

NMLS #720640

One West Liberty, 2nd Flr. | Reno, NV 89501

775.688.6959 | 775.688.6960 fax | Richard.Thomas@nsbank.com

<image001.png>

<image002.png> |

From: Jessica Clayton

[\[mailto:jtcaytone@aol.com\]](mailto:jtcaytone@aol.com)

Sent: Thursday, May 16, 2013 12:02 PM

To: Richard Thomas; Russ Browne

Cc: tjaksick@gmail.com;

ssj3232@aol.com; kevin@rmb-cpa.com

Subject: Sam's Estate

Hi Russ and Rick,

Thank you for the meeting yesterday. We are still in the process of setting up the Administrative account for the Samuel Jaksick Jr. Trust. We found out yesterday that FIB is in need of the Trustee's Certificate of Incumbency in order to open the account. Bob Legoy, the trust attorney, is out of town until early next week, so the account will most likely not be open until late next week.

The guys had stated that the goal is to keep the interest current during this 120 day deferral. I'm wondering if this additional 2 weeks for us to properly transfer the funds into the Administrative account will be satisfactory for NSB?

If not, please let us know, and we will try and work with the accountant to figure out another short term approach.

Additionally, I thought it would be best to ask you what documentation it is that you're looking for. I intended to send you a copy of Sam's Certification of the Trust, the coroner's letter, and once we receive a final death certificate we will immediately forward that on as well. Other than those items, are there any other items in particular that you would need.

We hope you know how appreciative the guys are for you working with them on this under these circumstances.

Thank you,

Jessica

for Stan & Todd Jaksick

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prohibited. If you have received this communication in error, please notify the sender immediately. Thank you.

McQuaid, Brian

From: Todd Jaksick <tjaksick@gmail.com>
Sent: Wednesday, June 19, 2013 3:40 PM
To: Kevin Riley
Cc: Jessica Clayton; LeGoy, Bob; ssj3232@aol.com; McQuaid, Brian
Subject: Re: Sam's Estate - NSB Update - Message Failure 2nd attempt.

Jess I'm ok with sending to the bank tabs 1 and 2

2006 June 29 trust and 2nd amendment

Todd
(775)771-2122

On Jun 19, 2013, at 6:21 PM, Kevin Riley <kevin@rmb-cpa.com> wrote:

It is Pioneer's debt. I am strictly going off the audited financials that I have. But that guarantee/loan agreement should be requested for our records

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: Jessica Clayton [<mailto:jtcaytone@aol.com>]
Sent: Wednesday, June 19, 2013 3:19 PM
To: Kevin Riley; lrlegoy@mclrenolaw.com
Cc: ssj3232@aol.com; tjaksick@gmail.com; bmcquaid@mclrenolaw.com
Subject: Re: Sam's Estate - NSB Update - Message Failure 2nd attempt.

And Kevin - I don't recall ever seeing loan docs for that \$6million loan. Do you?

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

From: Kevin Riley <kevin@rmb-cpa.com>
To: LeGoy, Bob <lrlegoy@mclrenolaw.com>; 'Jessica Clayton' <jtcaytone@aol.com>
Cc: ssj3232@aol.com; tjaksick@gmail.com; McQuaid, Brian <bmcquaid@mclrenolaw.com>

Sent: Wed, Jun 19, 2013 3:16 pm
Subject: RE: Sam's Estate - NSB Update - Message Failure 2nd attempt.

All,

From my perspective I only see one debt Sam owed to NSB for about \$150k, but I also see that Pioneer group has a loan of \$6,000,000 to NSB for which Sam guaranteed. The \$150k debt is no big deal, but if NSB can call the Pioneer Group debt as a result of Sam's passing – that would be catastrophic to Pioneer's operations and everybody involved.

My preference would be to not release the full trust document and amendments but in this instance the risk of NSB calling the pioneer group debt is too great. We need to keep the bank happy.

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: LeGoy, Bob [<mailto:lrlegoy@mclrenolaw.com>]
Sent: Wednesday, June 19, 2013 3:00 PM
To: 'Jessica Clayton'
Cc: ssi3232@aol.com; tjaksick@gmail.com; Kevin Riley; McQuaid, Brian
Subject: RE: Sam's Estate - NSB Update - Message Failure 2nd attempt.

Jess, I leave it to Todd and Stan whether to give NSB all Sam's Trust documents, but their lawyer's argument for reviewing them made sense to me. I do not want Todd and Stan to jeopardize a good loan by holding back the TA and it can be made confidential. They should talk to NSB about how important that is, but I presume they will require it. Brian of my office can deliver it while I am gone. It is tabs 1 & 2 of the very useful binder you prepared for us. 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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taxpayer should seek advice based on such taxpayer's particular circumstances from an independent tax advisor.

From: Jessica Clayton [<mailto:jtcclaytone@aol.com>]
Sent: Wednesday, June 19, 2013 11:39 AM
To: LeGoy, Bob
Cc: ssj3232@aol.com; tjaksick@gmail.com
Subject: Re: Sam's Estate - NSB Update - Message Failure 2nd attempt.

Hi Bob, Stan and Todd -

Before Todd left town yesterday I had asked him if you guys discussed this matter again and I believe you did not have time to during your last conference call.

Todd is now out of town until the 1st, but both of you are available by email it sounds like.

Bob, it sounds like you would like to give the full trust agreement to NSB?

Todd and Stan, are you ok with this?

Bob, I think you have copies of that and if so would your office be forwarding the documents to NSB?

Thanks so much for all your help,

Jess

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

From: LeGoy, Bob <lrlgoy@mclrenolaw.com>
To: 'Jessica Clayton' <jtcclaytone@aol.com>
Cc: ssj3232@aol.com <ssj3232@aol.com>; tjaksick@gmail.com <tjaksick@gmail.com>
Sent: Sat, Jun 15, 2013 12:06 pm
Subject: RE: Sam's Estate - NSB Update - Message Failure 2nd attempt.

Jess, I would like to see the full loan documents if that is not too much trouble for you.

The lawyer for NSB, Matt Gray, called me last week and told me NSB wants to see Sam's entire Trust Agreement. He said they need it because they are considering whether the Trust can continue to be the obligor on Sam's loans from NSB. He said they want to confirm the Trusts will continue for more than the terms of the loans. That makes sense to me, and I think you should give them the Trust Agreements with the agreement they not disclose the contents to anyone outside the lending officers for the bank who have responsibility for Sam's loans. I gave Todd this advice and he told me he was not ready to give them the entire Trust Agreement. He and Stan need to negotiate with NSB to see if they can continue the loans without providing the entire Trust Agreement. If not, I think they should provide it rather than lose the loans.

Please be advised I will be out of my office from 6/20-6/29, but available by email during that time.

Thanks for organizing 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:jtcclaytone@aol.com>]
Sent: Friday, June 14, 2013 1:46 PM
To: LeGoy, Bob
Cc: ssj3232@aol.com; tjaksick@gmail.com
Subject: Fwd: Sam's Estate - NSB Update - Message Failure 2nd attempt.

Hi there Bob,

Happy Friday to you! I'm working on getting the personal guarantees together for you. Do you need the full loan docs or just the part where it states the personal guarantee information?

Also, on another subject - I received the email below from Rick Thomas of Nevada State Bank. I had previously sent him the certificate of trust and signature page of the 2nd amendment, but it sounds like he may want to have the full trust document? Is that something we need to give the banks?

Thanks so much for your help,

Jess

From: Richard Thomas
Sent: Wednesday, June 12, 2013 2:16 PM
To: ssj3232@aol.com; tjaksick@gmail.com; 'Jessica Clayton'
Subject: FW: Sam's Estate - NSB Update

Todd, Stan, Jessica,

Have you received a complete copy of the trust and amendments and could I please obtain a copy? Waiting to receive so I can approve and document your requested referral.

Thanks,

Rick Thomas
Vice President | Corporate Banking
NMLS #720640
One West Liberty, 2nd Flr. | Reno, NV 89501
775.688.6959 | 775.688.6960 fax | Richard.Thomas@nsbank.com
<image001.png>

McQuaid, Brian

From: LeGoy, Bob
Sent: Wednesday, June 19, 2013 9:39 AM
To: 'Nik Palmer'
Cc: Todd Jaksick; ssj3232@aol.com; Jessica Clayton; McQuaid, Brian
Subject: RE: Roger Morris

Nik, this is good news, but it would be a homerun if Roger can use the 6/29/06 restatement of Sam's Family Trust Agreement and the Schedule A (tab 1 in Jess's book) to also get the stock transferred to the trust so we can avoid probate. It looks like we will have an abbreviated probate proceeding for some of Sam's accounts, so we can add the stock to that but it would be better to avoid that. Also, please tell Roger he is authorized to work directly with Vicky at the casino. She will provide him whatever the corporation needs to file.

Todd and Stan, Please send Roger a check if you want to get him started ASAP. Please authorize me or Nik to tell Steve West that Roger is handling your applications as soon as we can. He is looking for a gaming lawyer for you and the corporation is going to charge you for his time so we need to minimize his involvement as much as possible as soon as possible.

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: Nik Palmer [<mailto:nik@palmerlawreno.com>]
Sent: Tuesday, June 18, 2013 8:13 PM
To: Todd Jaksick
Cc: Jessica Clayton; LeGoy, Bob
Subject: Roger Morris

Hello Todd, I spoke to Roger Morris this afternoon. He would like you and Stan to send your applications to him and he will review them and physically walk them over to the gaming board office. He will also discuss with the gaming board whether Wendy will need to be licensed. He does not believe she will need to be licensed based upon the way the trust is organized.

Mr. Morris also thinks based upon the "Declaration of Gift" and the Second Amendment to the trust that we have a good chance of convincing the gaming board that the intent was to give you and Stan the 6% of the total Pioneer Group stock. He will work personally with the gaming board to get this accomplished.

If the 6% gift is established then the rest of the stock will likely have to go through probate. The only other issue is that Mr. Morris has not received the retainer fee yet.

Best regards,

Nicholus C. Palmer, Esq.
1029 Riverside
Reno NV 89503
Telephone: (775) 786-4121
Facsimile: (775) 786-4122
nik@palmerlawreno.com

McQuaid, Brian

From: LeGoy, Bob
Sent: Tuesday, June 18, 2013 4:19 PM
To: 'Nik Palmer'
Cc: tjaksick@gmail.com; 'ssj3232@aol.com'; Kevin Riley (kevin@rmb-cpa.com); McQuaid, Brian
Subject: RE: Pioneer group Trust Docs

Nik, Thanks for this. With the Second Amendment to Sam's Family Trust and these Pioneer documents that I just received and read, I have reached some conclusions I want Todd, Stan, Kevin and you to consider and then take action on while I am out of my office from 6/20-29.

First, the Pioneer Group Operating Trust Agreement dated 1/9/03 was executed by the four main shareholders including Sam (tab 17 in Jess's book). Three of the Trustees then signed the Shareholders Agreement dated 3/1/05 on behalf of the Group Trust (tab 15 in Jess's book). Sam was one of the signees and only George's sister did not sign. Other than this, nothing was ever done with the Group Trust. None of the four "Settlers" ever transferred their Pioneer stock into the Trust and Sam's restated Trust Agreement and its Second Amendment do not even mention it (tabs 1&2 in Jess's book). Finally, Steve West told us the corporation does not have a signed copy even though today he told he found an unsigned copy. For these reasons, you and I agreed with Steve West that someone will talk to George to confirm the Group Trust was never finally consummated and that will be a good result because it does not appear to serve any real purpose and the transfers of stock to it by the four shareholders were never approved by the Colorado Gaming Department so it will only further complicate this already complicated situation. Based on this, if George agrees, we should take this position and tell Steve we are not sending him or the corporation any of these signed Group Trust documents. I will tell him that if the Trustees, Todd, Stan, and Kevin, want me to do that dirty work.

Second, Steve West is correct when he told us Sam's Declaration of Gift dated 4/13 can be interpreted to mean that Sam only intended to gift 6% of the Pioneer stock he owned. However, section 3.1 on page 3 of the Second Amendment dated 12/10/13 that Sam signed makes clear that Sam intended to gift 6% of the total stock of Pioneer to Stan and Todd each. I am not sure why that is important except it will give them that amount of stock rather than splitting that stock with Wendy. That probably was exactly Sam's intention in making those priority gifts to Todd and Stan so they could get their gaming licenses.

Third, Steve West told us to hire a Colorado gaming law specialist to help make applications for the generation-skipping trusts for Todd, Stan, and Wendy. He told us he will send us some names of such lawyers, but we agreed we need to tell Roger Morris to get started on this. Steve says Pioneer CFO, Vicky Esherman, will help Todd, Stan, and Wendy and their Colorado gaming lawyer any way they need. She hopefully will take directions from Roger. Steve says the licensees always pay the legal and other expenses incurred by Pioneer's participation in a gaming application (that will include Steve's fees), but there is no charge for Vicky's help. I will be gone, but the rest of you should start this process right away.

Fourth, Steve West told us Pioneer does not want to buy out the Jaksicks if they do not get licensed within nine months of Sam's death but it will not sign an agreement to that effect at this time, so that is another reason to get started on the application processes ASAP.

Fourth, Steve West told us there was a recent sale of a small amount of stock for a low price. He will give us that per share price, but he thinks Sam's might be valued higher. Our appraiser of the stock needs that information as a comparable sale. They do not know of any business appraisers, but they will give us some real estate appraisers. I told him we would like that information this week, since we will be discussing appraisers next Monday.

Fifth, Steve West told us Pioneer will start to make distributions to Stan and Todd and the three trusts as soon as the gaming lawyers tell Pioneer it is legal to do so. Until then, the corporation is holding Sam's distributions. Roger should be able to tell you when those distributions can start and hopefully expedite that result.

We told Steve West that Pioneer should deal with you on any personal gaming application matters for Todd, Stan, and Wendy and deal with Brian and me on any Trust matters involving their licensing. I presume they will not have much involvement with Todd, Stan, and Wendy because Roger will handle those issues and we do not want Steve and his firm to have much involvement because we are paying them. We probably will have to provide Trust documents to the Gaming Department and maybe the corporation. Brian and I will not do that without prior approval from the Trustees, Todd, Stan, and Kevin.

Please tell me what you think about these thoughts and I ask Todd, Stan, and Kevin to please do the same. I would like this application process started while I am gone, and that is why I am writing this email instead of waiting for a phone conference.

Thanks for your good work with Steve yesterday.

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
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From: Nik Palmer [mailto:nik@palmerlawreno.com]
Sent: Monday, June 17, 2013 3:31 PM
To: LeGoy, Bob
Subject: Pioneer group Trust Docs

Here are copies of the Pioneer docs

Nicholus C. Palmer, Esq.
1029 Riverside
Reno NV 89503
Telephone: (775) 786-4121
Facsimile: (775) 786-4122
nik@palmerlawreno.com

McQuaid, Brian

From: LeGoy, Bob
Sent: Tuesday, June 18, 2013 10:00 AM
To: 'Jessica Clayton'
Cc: tjaksick@gmail.com; McQuaid, Brian
Subject: RE: Assignment of Gift - Bank Accounts

Jess, We are ready for this because we did not think the assignments Sam signed in December would work to transfer Sam's accounts, except possibly with the local banks with which Todd and Stan have very good relations. My partner Brian has an expedited procedure he is ready to employ to get the accounts transferred to Sam's Family Trust ASAP. I will be out of my office and available only by email from 6/20-6/29, but Brian will be here. Please call or email him if and when you decide you need to follow this procedure, and he will tell what additional we will need to do that for you. Thanks for keeping all of us so well organized.

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:jtcclaytone@aol.com>]
Sent: Tuesday, June 18, 2013 9:53 AM
To: LeGoy, Bob
Cc: tjaksick@gmail.com
Subject: Assignment of Gift - Bank Accounts

Hi Bob,

I'm not sure if I sent this to you - I think we did. We are trying to work with the banks to get these funds released, but we may need this to go thru probate.

Thank you,

Jess

McQuaid, Brian

From: McQuaid, Brian
Sent: Monday, June 17, 2013 1:53 PM
To: LeGoy, Bob
Subject: RE: List of Creditors - additional comment

Bob, here is specifically what the statute provides:

NRS 164.025 Notice of death of settlor; filing of claim against trust estate; effect of failure to file claim; notice to Department of Health and Human Services; notice of rejected claim; effect of failure to bring suit after notice of rejected claim.

1. The trustee of a nontestamentary trust may after the death of the settlor of the trust cause to be published a notice in the manner specified in paragraph (b) of subsection 1 of NRS 155.020 and mail a copy of the notice to known or readily ascertainable creditors.
2. The notice must be in substantially the following form:

NOTICE TO CREDITORS

Notice is hereby given that the undersigned is the duly appointed and qualified trustee of the trust., the settlor of that trust died on A creditor having a claim against the trust estate must file a claim with the undersigned at the address given below within 90 days after the first publication of this notice.

Dated.....

.....
Trustee

.....
Address

3. A person having a claim, due or to become due, against a settlor or the trust must file the claim with the trustee within 90 days after the mailing, for those required to be mailed, or 90 days after publication of the first notice to creditors. Any claim against the trust estate not filed within that time is forever barred. After the expiration of the time, the trustee may distribute the assets of the trust to its beneficiaries without personal liability to any creditor who has failed to file a claim with the trustee.
 4. If the trustee knows or has reason to believe that the settlor received public assistance during the lifetime of the settlor, the trustee shall, whether or not the trustee gives notice to other creditors, give notice within 30 days after the death to the Department of Health and Human Services in the manner provided in NRS 155.010. If notice to the Department is required by this subsection but is not given, the trust estate and any assets transferred to a beneficiary remain subject to the right of the Department to recover public assistance received.
 5. If a claim is rejected by the trustee, in whole or in part, the trustee must, within 10 days after the rejection, notify the claimant of the rejection by written notice forwarded by registered or certified mail to the mailing address of the claimant. The claimant must bring suit in the proper court against the trustee within 60 days after the notice is given, whether the claim is due or not, or the claim is barred forever and the trustee may distribute the assets of the trust to its beneficiaries without personal liability to any creditor whose claim is barred forever.
- (Added to NRS by 1985, 967; A 1995, 2578; 1999, 2377; 2001, 2352; 2003, 886)

I think we probably should send it to everyone who we want to put on the 90 day clock, but maybe we need to let the trustees make that call. And I don't think we need to put a caveat in the notice, since the statute allows us to reject a claim and force them to file suit.

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: Saturday, June 15, 2013 10:16 AM
To: McQuaid, Brian
Subject: FW: List of Creditors - additional comment

Brian, Should we send the Notice to anyone who might be a creditor to get the limited 90-day statute of limitations running? We can put a caveat in the Notice that receiving it does not admit they have a valid claim and the Trust reserves all defenses and rights to object. 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
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From: Jessica Clayton [<mailto:jtclaytone@aol.com>]
Sent: Friday, June 14, 2013 3:53 PM
To: LeGoy, Bob; kevin@rmb-cpa.com
Cc: tjaksick@gmail.com
Subject: List of Creditors - additional comment

Hi again Bob and Kev,

One more thing about the List of Creditors that Todd wanted me to mention:

We are going to pull the actual documents so you can review the guarantee language, and let's also have you review the language before you send out the letters to creditors because in some instances maybe the personal guarantee isn't even valid anymore

Thank you,

Jess

McQuaid, Brian

From: LeGoy, Bob
Sent: Saturday, June 15, 2013 10:13 AM
To: McQuaid, Brian
Subject: FW: Tahoe Beneficiary Consent
Attachments: TAHOE BENEFICIARY CONSENT.pdf

FYI

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)
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From: Jessica Clayton [<mailto:jtclaytone@aol.com>]
Sent: Friday, June 14, 2013 4:10 PM
To: LeGoy, Bob; kevin@rmb-cpa.com
Cc: tjaksick@gmail.com
Subject: Tahoe Beneficiary Consent

Hi Guys,

Todd asked me to scan over the executed Tahoe Beneficiary Consent.

Thank you,

Jess

AGREEMENT AND CONSENT TO PROPOSED ACTION

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

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

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

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

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

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

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

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

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

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

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

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

Dated: 6/5/2013, 2013.

THE SSJ'S ISSUE TRUST:

By Todd B Jaksick
Todd B. Jaksick, Trustee

PRIMARY BENEFICIARIES:

Todd B Jaksick
Todd B. Jaksick

Stanley S. Jaksick
Stanley S. Jaksick

Wendy Ann Jaksick
Wendy Ann Jaksick

INCLINE TSS LTD.:

By Todd B Jaksick
Todd B. Jaksick, Manager

By Todd B Jaksick
Todd B. Jaksick, Member

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

McQuaid, Brian

From: LeGoy, Bob
Sent: Saturday, June 15, 2013 12:07 PM
To: 'Jessica Clayton'
Cc: ssj3232@aol.com; tjaksick@gmail.com
Subject: RE: Sam's Estate - NSB Update - Message Failure 2nd attempt.

Jess, I would like to see the full loan documents if that is not too much trouble for you.

The lawyer for NSB, Matt Gray, called me last week and told me NSB wants to see Sam's entire Trust Agreement. He said they need it because they are considering whether the Trust can continue to be the obligor on Sam's loans from NSB. He said they want to confirm the Trusts will continue for more than the terms of the loans. That makes sense to me, and I think you should give them the Trust Agreements with the agreement they not disclose the contents to anyone outside the lending officers for the bank who have responsibility for Sam's loans. I gave Todd this advice and he told me he was not ready to give them the entire Trust Agreement. He and Stan need to negotiate with NSB to see if they can continue the loans without providing the entire Trust Agreement. If not, I think they should provide it rather than lose the loans.

Please be advised I will be out of my office from 6/20-6/29, but available by email during that time.

Thanks for organizing 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)
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From: Jessica Clayton [mailto:jtcclaytone@aol.com]
Sent: Friday, June 14, 2013 1:46 PM
To: LeGoy, Bob
Cc: ssj3232@aol.com; tjaksick@gmail.com
Subject: Fwd: Sam's Estate - NSB Update - Message Failure 2nd attempt.

Hi there Bob,

Happy Friday to you! I'm working on getting the personal guarantees together for you. Do you need the full loan docs or just the part where it states the personal guarantee information?

Also, on another subject - I received the email below from Rick Thomas of Nevada State Bank. I had previously sent him the certificate of trust and signature page of the 2nd amendment, but it sounds like he may want to have the full trust document? Is that something we need to give the banks?

Thanks so much for your help,

Jess

From: Richard Thomas
Sent: Wednesday, June 12, 2013 2:16 PM
To: ssj3232@aol.com; tjaksick@gmail.com; 'Jessica Clayton'
Subject: FW: Sam's Estate - NSB Update

Todd, Stan, Jessica,

Have you received a complete copy of the trust and amendments and could I please obtain a copy? Waiting to receive so I can approve and document your requested referral.

Thanks,

Rick Thomas
Vice President | Corporate Banking
NMLS #720640
One West Liberty, 2nd Flr. | Reno, NV 89501
775.688.6959 | 775.688.6960 fax | Richard.Thomas@nsbank.com



From: Richard Thomas
Sent: Friday, May 31, 2013 7:52 PM
To: Jessica Clayton

Cc: tjaksick@gmail.com; ssj3232@aol.com
Subject: RE: Sam's Estate - NSB Update

Jessica, Todd, Stan

I will be on vacation next week so wanted to give you a quick update. I am currently awaiting to review complete copies of the trust and amendments which I understand will be delivered next week. I have prepared the report/approval request for the requested deferment but need legal counsels review of the trust to confirm I have the proper "legal" borrower and verification of the proper signors before I can submit for approval. Upon my return 06/11/13 with receipt of the trust I will work to get approval and docs completed as soon as possible.

Thanks,

Rick Thomas
Vice President | Corporate Banking
NMLS #720640
One West Liberty, 2nd Flr. | Reno, NV 89501
775.688.6959 | 775.688.6960 fax | Richard.Thomas@nsbank.com



From: Jessica Clayton [<mailto:jtclaytone@aol.com>]
Sent: Thursday, May 30, 2013 10:10 AM
To: Richard Thomas
Cc: tjaksick@gmail.com
Subject: Re: Sam's Estate

Good morning Rick,

Once I get the payment from the new account tomorrow, would I just take it to any NSB branch with the payment remittance slip or would it need to be delivered to your Liberty Street office?

Thanks so much,

Jessica

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

From: Richard Thomas <Richard.Thomas@nsbank.com>
To: Jessica Clayton <jtclaytone@aol.com>
Sent: Wed, May 29, 2013 2:31 pm
Subject: RE: Sam's Estate

THANK YOU!

Rick Thomas
Vice President | Corporate Banking
NMLS #720640
One West Liberty, 2nd Flr. | Reno, NV 89501
775.688.6959 | 775.688.6960 fax | Richard.Thomas@nsbank.com



From: Jessica Clayton
[\[mailto:jtclaytone@aol.com\]](mailto:jtclaytone@aol.com)
Sent: Wednesday, May 29, 2013 1:54 PM
To: Richard Thomas
Cc: tjaksick@gmail.com; ssj3232@aol.com
Subject: Re: Sam's Estate

Hi Rick,

Attached please find the Certification of Sam's Trust, as well as the necessary pages of the 2nd Amendment stating the Successor Co-Trustees and the Certificate of Incumbency executed by the Co-Trustees.

We are hoping to have the check to your bank by Friday. We've been waiting for documents to get the bank account open and running. They told us we should have at least a counter check to write on to make the \$590.43 payment.

Thank you so much for all your help and patience.

Sincerely,

Jessica
for Stan & Todd Jaksick

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

From: Richard Thomas <Richard.Thomas@nsbank.com>
To: Jessica Clayton <jtcclaytone@aol.com>
Cc: tjaksick <tjaksick@gmail.com>; ssj3232 <ssj3232@aol.com>
Sent: Tue, May 28, 2013 12:53 pm
Subject: RE: Sam's Estate

Jessica,

What we will need is a copy of the trust as amended and the Trust Certification would be good also. This allows us to verify who the successors and their powers, as well as sub trusts which may be formed, enabling us to modify the current documents. We do not need coroners letter or death certificate.

Do you know if the interest payment due 05/01/13 of \$590.43 will be able to be conducted this week?

Thank you,

Rick Thomas

Vice President | Corporate Banking

NMLS #720640

One West Liberty, 2nd Flr. | Reno, NV 89501

775.688.6959 | 775.688.6960 fax | Richard.Thomas@nsbank.com



NEVADA STATE BANK

THE DOOR TO YOUR FUTURE



From: Jessica Clayton [<mailto:jtcclaytone@aol.com>]

Sent: Thursday, May 16, 2013 12:02 PM

To: Richard Thomas; Russ Browne

Cc: tjaksick@gmail.com; ssj3232@aol.com; kevin@rmb-cpa.com

Subject: Sam's Estate

Hi Russ and Rick,

Thank you for the meeting yesterday. We are still in the process of setting up the Administrative account for the Samuel Jaksick Jr. Trust. We found out yesterday that FIB is in need of the Trustee's Certificate of Incumbency

in order to open the account. Bob Legoy, the trust attorney, is out of town until early next week, so the account will most likely not be open until late next week.

The guys had stated that the goal is to keep the interest current during this 120 day deferral. I'm wondering if this additional 2 weeks for us to property transfer the funds into the Administrative account will be satisfactory for NSB?

If not, please let us know, and we will try and work with the accountant to figure out another short term approach.

Additionally, I thought it would be best to ask you what documentation it is that you're looking for. I intended to send you a copy of Sam's Certification of the Trust, the coroner's letter, and once we receive a final death certificate we will immediately forward that on as well. Other than those items, are there any other items in particular that you would need.

We hope you know how appreciative the guys are for you working with them on this under these circumstances.

Thank you,

Jessica
for Stan & Todd Jaksick

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McQuaid, Brian

From: LeGoy, Bob
Sent: Saturday, June 15, 2013 10:19 AM
To: McQuaid, Brian
Subject: FW: Details about Administrative Trust, etc?

FYI

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
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From: LeGoy, Bob
Sent: Friday, June 14, 2013 3:23 PM
To: Kevin Riley
Cc: Jessica Clayton; tjaksick@gmail.com
Subject: Re: Details about Administrative Trust, etc?

Jess, Todd & Kevin, I am available from Monday through Wednesday next week, but I am not sure you need my involvement. Let me know if and when you want me to participate.
Kevin is correct that we should review the loan docs to be sure a default has occurred. That is common nowadays. It also affects Sam's personal guarantees.

Sent from my iPhone

On Jun 14, 2013, at 2:04 PM, "Kevin Riley" <kevin@rmb-cpa.com> wrote:

Jess/bob/todd,

I am generally available through Thursday next week but can we give him a call monday?

Also, I need to get up to speed as to what he is talking about "event of default". This language is particularly bothersome to me and maybe it is because I haven't reviewed the loan conditions for the credit complex. Do they have some right to call the debt just because sam passed away?

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: Jessica Clayton [<mailto:jtclytone@aol.com>]
Sent: Friday, June 14, 2013 1:52 PM
To: lrlegoy@mclrenolaw.com; Kevin Riley
Cc: tjaksick@gmail.com
Subject: Fwd: Details about Administrative Trust, etc?

Hi Bob and Kevin,

Todd would like to participate in any calls that occur between Ag Credit and our side. In case Wade does try to contact either of you (mainly Kevin as mentioned below), please be sure Todd is a part of the conversation.

Kevin - maybe you and Todd can schedule a specific time to talk to Wade? let me know your thoughts and availability :)

Thanks so much,

Jess

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

From: Wade Hofheins <WHofheins@agloan.com>

To: Jessica Clayton <jtclytone@aol.com>

Sent: Thu, Jun 6, 2013 8:22 am

Subject: FW: Details about Administrative Trust, etc?

Hello Jessica,

I sent this to Todd's e-mail. I haven't heard back from him so I was wondering if he received.

Thanks

Wade

From: Wade Hofheins
Sent: Monday, June 03, 2013 3:37 PM
To: tjaksick@gmail.com
Subject: Details about Administrative Trust, etc?

Hello Todd,

After doing some research regarding the need actions I need to take on our end assuming the estate wants to continue financing etc. The loans have an event of default due to Sam's passing. Thus, a formal assumption of the loans by the "administrative trust" is most likely. This replaces Sam as an individual. Can you provide a financial statement on behalf of the "administrative trust"? I assume that a portion or all of Sam's personal financial statement transfers to the trust? I was wondering if I could talk with Kevin Riley about this further or get a financial statement? I need to demonstrate the trust and /or estate can continue to support the loans, etc.

Please give me a call or e-mail when available.

Thanks,

Wade Hofheins
American AgCredit, Fallon Branch Manager
775-423-3136

MAUPIN, COX & LeGOY

Attorneys At Law
4785 Caughlin Parkway
Reno, Nevada 89519

Telephone
(775) 827-2000

Facsimile
(775) 827-2185

L. Robert LeGoy, Jr., Esq.
E-mail: lrlgoy@mclrenolaw.com

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

Brian C. McQuaid, Esq.
E-mail: bmcquaid@mclrenolaw.com

June 12, 2013

Todd B. Jaksick
4005 Quail Rock Lane
Reno Nevada 89511

Stanley S. Jaksick
4005 Quail Rock Lane
Reno Nevada 89511

Kevin Riley, CPA
Rossmann MacDonald & Benetti, CPA's
3838 Watt Avenue, Suite E-500
Sacramento, California 95821

Re: Engagement Letter

Dear Todd, Stan, and Kevin:

This letter is to confirm our firm's representation of you in connection with the administration of The Samuel S. Jaksick, Jr. Family Trust ("the Trust") and the estate of Samuel S. Jaksick, Jr. (the "Estate"). We appreciate you asking our firm to represent you in this matter. This letter is a formal, written agreement between you and our firm which documents our firm's engagement and fee arrangement with regard to the Trust and Estate. As we told you, we have extensive experience in the area of Nevada trust and estate law, and we will represent you with respect to all Nevada trust and estate law issues.

I.
SUMMARY AND SCOPE OF ENGAGEMENT

You have requested our legal advice and direction with regard to the administration of the Trust and Estate. Within our firm, Bob will be the shareholder primarily responsible for this engagement. There may be occasions when your interests would be best served by involving other attorneys within our firm. We will advise you, if reasonably possible, of proposed staffing assignments involving other attorneys and will work with you to decide on the staffing most appropriate to meet your needs and expectations. However, we must be free to consult with other attorneys in this firm if we deem it to be in the best interest of

MCL002580

WJ 001120

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you and the administration. Please let us know promptly if any questions arise about the services being provided to you by anyone at this firm, so that we may respond to your questions in a timely manner.

As Nevada is the jurisdiction for this engagement, our advice and representation will be pursuant to Nevada law and applicable federal law. Should it become necessary to address the impact of the laws of other jurisdictions, it may become necessary to engage legal counsel licensed to practice in such other applicable jurisdictions. We will work closely with you and such outside legal counsel in order to coordinate the administration efforts.

We will be representing you as the Co-Trustees of the Trust in this matter. In that regard, we will not be representing you in your individual capacity as beneficiaries, and you should consider retaining separate counsel for that purpose. As this is an engagement of you in your fiduciary capacity, your communications with us as your legal counsel may be subject to discovery by other beneficiaries, their legal counsel, taxing authorities, and the courts in the event of a dispute. While we would strongly object to requests for disclosure of any of our communications, all communications between us during this engagement should take into consideration the potential risk of disclosure.

As Trustees, you are entitled to retain legal counsel as an expense to the Trust. Accordingly, we anticipate that you will be paying our fees directly from the Trust.

You have requested our services as your legal advisors in this matter. We will provide those legal services that are necessary and appropriate to administer the Trust and Estate under the laws of Nevada. A summary of the services we anticipate providing are as follows. However, we understand you are more capable and experienced than most Trustees. For that reason, we want you to clearly tell us which specific services you want us to perform so we do not work on and bill you for services you want to do yourselves.

(1) We will assist you with completion of an inventory of trust assets or other non-trust assets that are required to be inventoried for purposes of federal or state taxation, as well as any probate administration purposes if necessary. However, we are not appraisers and, accordingly, we will not prepare appraisal reports for you. We will however coordinate our efforts with any appraisers you retain in this matter and possibly retain some of them ourselves.

(2) We will assist you in evaluating the debts, obligations, and contingent liabilities of Sam and the Trust, and will assist you in communicating with such creditors as necessary. We will also assist you in determining the financial condition of the trust estate and advise you regarding the steps that may be necessary or appropriate to secure, reinvest, or protect the assets of the trust estate, and provide for the discharge of liabilities, including death taxes of the trust estate. However, we are not financial advisors and will

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not be providing you with financial or investment advice. We will however coordinate our efforts with the financial advisors you retain in this matter. We understand you are the most capable and appropriate persons to handle these issues so our involvement in these issues might be minimal.

(3) If requested, we will review the tax returns for Sam and the Trust, including any federal estate tax and generation-skipping returns, state inheritance tax, or any local or state property tax returns, as well as federal and state personal and fiduciary income tax returns. However, we will not be acting as your certified public accountant or tax return preparer. We understand Kevin will do that. We will however coordinate with Kevin and any other accountant or tax preparers that you retain in this matter.

(4) We will review and consider with you any post-death planning, such as alternative asset valuation options, use of disclaimers, funding of trusts as provided for in the estate plan, timing the distribution of assets that are beneficial to the estate and any beneficiaries, and election of income tax benefits to the trust estate and beneficiaries.

(5) We will assist you in planning for the payment of death taxes and the source of funds to be used in payment of any tax obligations, along with any elections for installment payment of taxes if available.

(6) We will assist you in preparing a plan of distribution of trust assets. We will also attempt to coordinate such an agreement with the trust beneficiaries. However, we will not represent the trust beneficiaries in this matter and will likely recommend that they consider retaining legal counsel to represent their individual interests.

In addition to the above, there may be additional items that arise during the course of the administration. The scope of our work may evolve in accordance with discussions or correspondence with you from time to time. To the extent that additional services are requested by you and agreed upon by us, the terms in this letter will apply to such additional services, unless superseded by another agreement between us

II. LEGAL FEES & COSTS ADVANCED

Our firm's fees for legal services are determined in accordance with the Nevada Rules of Professional Conduct. The factors considered in the determination of appropriate attorneys' fees include the time and labor required, the novelty and difficulty of the matter involved, the skill requisite to perform the legal service, the time limitations imposed by the client and the circumstances, the amount involved and the results obtained, the nature and length of the professional relationship with the client, and the experience, reputation, and ability of the lawyer or lawyers performing the services.

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Page 4

Our fees are based primarily on the amount of time spent by our lawyers on behalf of a particular client. Each lawyer and staff member in our firm has an hourly billing rate, and the rate times the number of hours spent, measured in quarters of an hour, will be the initial basis for determining our fees. Bob's current billing rate is \$380 per hour, and Brian's is \$325. We also will work with our associate, Procter Hug, IV. His hourly rate is \$200. The other attorneys' billing rates for our firm range from \$200 per hour to \$450 per hour, depending on the reputation, seniority, and expertise of the attorney involved. Our billing rates and charges are usually revised annually, generally in January, but we reserve the right to revise them at other times during the course of our representation. Following any such revision, our new rates and charges will be applied to the particular client's account. We do not anticipate any increase in our billing rates before January 1, 2014.

You are probably aware that rendering legal services involves the expenditure of our time and we do charge for our telephone conferences with you, as well as other persons pertaining to the particular assignment undertaken on your behalf. Ordinarily, we do not charge for telephone calls to our secretaries, clerical or secretarial time during our normal business hours.

In addition to our fees, we bill clients for our actual out-of-pocket expenses, which we identify on our bills as "costs advanced." Costs advanced in estate and trust proceedings generally include such items as court filing and certification fees, long distance telephone calls, photocopy charges (20¢ per page), express or messenger delivery charges, mileage at the applicable IRS reimbursement rate, travel expenses, secretarial overtime, and other reasonable costs and expenses.

We generally bill our fees and costs advanced at regular intervals such as monthly. Payment of our statement is due promptly upon receipt. It is expected that payment will be made within 30 days of receipt of our firm's billing. If you have any questions on any items in your statement, please contact us promptly. We reserve the right to accrue interest on any outstanding balances at the simple annual rate of 10% (.833% per month) on the date which is thirty days from the date of the statement. Upon receipt of payments, amounts will be applied first to any accrued interest then to the unpaid balance of expenses and fees. Should balances in your account remain past due, your account will be reviewed by our management who will determine whether to continue with the representation or withdraw.

Notwithstanding the foregoing, we understand payment of our first few monthly bills might be delayed until Bronco Billy's recommences making distributions to Sam's Trust and/or Todd and Stan. As Bob told Todd, our firm's corporate year ends September 30th so it is very important to us that we get paid no later than September 25, 2013, for any amounts owed at that time.

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III.
TERM OF ENGAGEMENT

This engagement will take effect when you return an executed copy of this letter to our firm, and will relate back to the date on which our firm originally began performing services for you. Please retain the original for your files. Notwithstanding this, if you decide not to execute this Agreement, you will pay our firm for the time and costs advanced we have expended on your behalf until the time you advise us that you will not execute this letter.

You have the right to terminate our services at any time without limitation. We may withdraw as your legal counsel with your consent or for good cause. Good cause may include the failure to cooperate or follow our advice on a material matter, failure to pay our statements in a timely manner, or any other material matter that in our judgment impairs an effective attorney-client relationship. Upon termination or withdrawal, you agree to sign a substitution-of-attorney form or other document that may be necessary to confirm the conclusion of our relationship, and we are to be paid for fees and charges incurred on your behalf up to the date of termination or withdrawal.

This engagement will terminate on the completion of the task for which you have retained us, unless termination is confirmed in writing at an earlier date.

Our firm will retain your files until you request that such files be returned to you or for a period of at least seven (7) years after we have completed our work on your file. We reserve the right to keep your files, or copies thereof, for a longer period in our discretion. We reserve the right to shred or otherwise destroy your files without notice after the expiration of the seven (7) year period. Notwithstanding the foregoing, we will retain all original documents which have intrinsic value, such as trust agreements, wills, stock certificates, and deeds, until you request them or until we determine they no longer are operative. Please advise us if we have any other documents in our files that have particular value and should be retained or returned to you at any point in time.

IV.
RECOGNITION OF POTENTIAL
CONFLICTS OF INTEREST

Fiduciaries and beneficiaries can have differing, and sometimes sharply conflicting, interests and objectives regarding the trust administration. For example, they may have different views on which property to liquidate, who to hire, and how to distribute assets. This can be further complicated when you serve as the fiduciaries as well as being the beneficiaries. Since we will be representing you in your capacity as Co-Trustees, you may retain a separate attorney to represent you in your other capacities, if any. As we discussed above, attorney/client privileges and communications may be treated differently

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Page 6

depending on the capacity in which we represent you. Due to the expense of multiple attorneys, it is rare for fiduciaries to take this action. However, you can and should always feel free to seek separate and independent legal advice in each of your capacities in this matter.

In addition, while there is nothing at this point to suggest that any differences of opinion will develop between you as Co-Trustees, during the course of administration it is possible that issues may arise on which you do not agree. Conflicts of interest may arise in a number of different contexts, including whether and to what extent discretionary distributions should be made to beneficiaries, investment policies, and compensation of fiduciaries. If conflicts arise between you on these or related matters, it may be best for each of you to have the benefit of independent legal counsel to avoid the possibility that our advice to one of you would be influenced in any way by our representation of other fiduciaries. For now, our firm will represent you as Co-Trustees, with the understanding that each of you retains the right to obtain independent legal counsel at any time that it appears advantageous to do so. If a conflict does arise, and it is impossible in our judgment to perform our obligations to each of the fiduciaries in accordance with the standards that we would maintain in representing an individual client, we will withdraw from all further representation of co-fiduciaries, and advise one or each of you to obtain independent counsel. As part of our joint representation, we will be permitted, but shall not be required, to disclose to each of you all information concerning this matter that we may receive from the other fiduciaries. Such information will not be confidential as between the fiduciaries, collectively, and us as your lawyers, irrespective of whether the information is obtained in conferences at which each of you are present, or private conferences with one of you, including conferences that may have taken place before the date of this letter. We do not believe that these mutual representations will adversely affect our relationship with, or our representation of, any of the fiduciaries, and after our explanation you have consented to these mutual representations and waived all actual and potential conflicts we have or might have.

In addition, it must be noted that Todd is also an individual client of our firm in other related and unrelated matters. We can ethically represent all of you in these various capacities as long as your interests are not in conflict, or you give your informed consents and the following additional requirements are satisfied:

- (1) The lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client;
- (2) The representation is not prohibited by law;
- (3) The representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal; and
- (4) Each affected client gives informed consent, confirmed in writing.

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Our firm does not believe Todd's individual interests are in conflict with those of the Trust and Estate and we also believe requirements (1), (2), and (3) are satisfied. Accordingly, if you are in agreement, we ask that you please (a) waive all concurrent and future conflicts of interest our firm has in representing you in all capacities and matters, and (b) give your written informed consent to our firm representing both Todd individually and the three of you as Co-Trustees of Sam's Trust and Estate, by signing this letter.

Please be reminded if you had separate lawyers, you would each have an "advocate" for your separate positions, and you would receive totally independent and confidential advice from your separate, independent lawyer with respect to each position. If at any time during the estate administration process you wish to retain separate counsel for either yourself or Sam's Trust and Estate for any particular issues, you may terminate our representation with respect to those issues.

With respect to the latter, we have discussed that our firm has potential conflicts with other clients who did business with Sam. For example, we represent Randy Venturacci, Mr. and Mrs. Ralph Durham and Walter Dilts and his wife. However, as far as we can determine, we did not represent Sam or any of the other parties in any of their mutual transactions. We will represent the Trust on these matters so long as no serious disputes arise. Though we doubt it will occur, if we determine serious disputes arise between the Trust and other clients of our firm, both parties will have to hire separate lawyers from outside our firm to resolve the dispute. We will notify you in the unlikely event that occurs.

V. ARBITRATION

Although we do not anticipate any disagreements between you and our firm, we recognize that legal representation can be difficult and complex, and that, despite the best efforts of both clients and legal counsel, disputes can arise between them. If any disputes should arise between us, we intend to resolve the disputes in a manner that is the most expeditious, least expensive, and the most private manner without jeopardizing the rights and remedies of either of us. Accordingly, our firm and you agree that if any dispute should arise between us over the terms of this engagement letter or otherwise resulting from our attorney-client relationship, including any legal malpractice claims that you or the Trust or Estate or beneficiaries might assert against our firm or any of the members of the firm, the dispute is to be resolved in accordance with this section of the engagement letter. We agree to first meet and confer here in Reno within 30 days after the dispute arises in a good faith attempt to resolve the dispute between ourselves. If we are unable to resolve the dispute between ourselves, then we agree to enter into non-binding mediation as a method to attempt to resolve the dispute. The mediation is to be conducted here in Reno by a single, neutral arbitrator selected by you and our firm. If we are unable to agree on the selection of a neutral mediator, then the mediator is to be selected by the Chief Judge of

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the Second Judicial District Court of Washoe County, Nevada. The mediator must be independent of all parties involved, must be reasonably qualified to mediate the matter in dispute, and must have had at least five years experience with matters similar to that in dispute.

If we are unable to resolve the dispute between ourselves (or through non-binding mediation) within 120 days after the dispute arises (or any longer or shorter time period that might be agreed upon by you and our firm), then the dispute is to be resolved through binding arbitration. The dispute will be resolved by an arbitrator selected by agreement between you and our firm. If we are unable to agree on the arbitrator, then the arbitrator will be selected by the Chief Judge of the Second Judicial District Court of Washoe County, Nevada. Any arbitrator must be independent of you and our firm and must be reasonably qualified to arbitrate the matter in dispute. The arbitration proceeding shall be conducted here in Reno in accordance with the Rules for Arbitration in effect in the State of Nevada on the date of the dispute. The arbitration will be binding and a judgment may be entered in a court of competent jurisdiction based upon the decision of the arbitrator. The prevailing party in the arbitration proceeding shall be entitled to recover reasonable attorneys' fees and all of the reasonable costs of the arbitration proceeding, including arbitrator's fees and costs, all of which shall be awarded by the arbitrator as part of his or her decision.

By signing this Agreement, you, the Trust and Estate and beneficiaries, and our firm expressly waive the right to resolve any of our disputes in civil lawsuits, including court trials before a judge or jury. However, notwithstanding the foregoing, the provisional remedies of injunction and receivership may be pursued by any party through a court of competent jurisdiction, rather than through arbitration.

VI.
MISCELLANEOUS TERMS

This Agreement and this representation will be governed by the laws of the State of Nevada.

The unenforceability, invalidity, or illegality of any provision in this letter agreement will not render any other provision unenforceable, invalid or illegal.

Our agreement will be binding upon and shall inure to the benefit of you, the Trust and Estate, and all the beneficiaries of the Trust and Estate, and our firm, and the respective heirs, personal representatives, successors and assigns of each of the foregoing.

You are entitled, and we encourage you, to hire legal counsel independent of our law firm to review this letter agreement with you and to represent you in entering into this

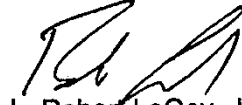
June 12, 2013
Page 9

agreement. If you choose to forego the use of independent legal counsel, you voluntarily waive this acknowledged right.

If you have any questions about this Agreement, please call me at any time. We appreciate the opportunity to work with you on this important matter.

Sincerely yours,

MAUPIN, COX & LeGOY



L. Robert LeGoy, Jr.



Brian C. McQuaid

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APPROVAL OF ENGAGEMENT

We have read the attached letter and agree to the representation of us by Maupin, Cox & LeGoy, as well as the other terms of the engagement, effective as of the date on which Maupin, Cox & LeGoy first provided services to us.

Dated: _____

Todd B. Jaksick

Dated: _____

Stanley S. Jaksick

Dated: _____

Kevin Riley

*Ref'd does
in legal docs*

McQuaid, Brian

From: Jessica Clayton <jtclaytone@aol.com>
Sent: Tuesday, June 04, 2013 9:34 AM
To: McQuaid, Brian; tjaksick@gmail.com; kevin@rmb-cpa.com
Cc: LeGoy, Bob
Subject: Re: INCLINE TSS LTD, a Nevada Limited-Liability Company
Attachments: INCLINETSS.ARTICLESOFORGANIZATION.pdf; Executed_SSJ_LLC_company docs.pdf; SSJLLCEIN.pdf; INCLINETSS_IRSLETTER.pdf

Hi Brian,

Attached please find the company formation docs for Incline TSS and SSJ LLC

Also, the EINs are as follows

Incline TSS Ltd - 27-3505890

SSJ LLC - 80-0768900

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

From: McQuaid, Brian <bmcquaid@mclrenolaw.com>
To: 'Todd Jaksick' <tjaksick@gmail.com>; Kevin Riley <kevin@rmb-cpa.com>; Jessica Claytone <jtclaytone@aol.com>
Cc: LeGoy, Bob <lregoy@mclrenolaw.com>
Sent: Mon, Jun 3, 2013 9:20 am
Subject: RE: INCLINE TSS LTD, a Nevada Limited-Liability Company

Thanks Todd.

Brian

From: Todd Jaksick [mailto:tjaksick@gmail.com]
Sent: Sunday, June 02, 2013 7:19 AM
To: McQuaid, Brian; Todd Jaksick; Kevin Riley; Jessica Claytone
Subject: Re: INCLINE TSS LTD, a Nevada Limited-Liability Company

Todd
(775)771-2122

On Jun 1, 2013, at 2:41 PM, "McQuaid, Brian" <bmcquaid@mclrenolaw.com> wrote:

Jess, in reviewing the materials we have in preparation for drafting the agreement regarding the use of the life insurance proceeds by The SSJ Issue Trust, I think it's important that we get some additional information from you in order to make sure we document this correctly and make sure we include all of the right parties and signature authorities. This is especially important in light of Todd's (understandable) desire to make sure the agreement is as binding as possible on all interested parties and their families.

Ok thanks Brian -kevin and Jess are both cc - Jess all we need from you on below is getting Brian operating agreements for TSS ltd and SSJ llc - rest for now is Brian Todd Kevin thanks

To that end, it's my understanding that the steps of the transaction covered by the agreement will be as follows:

1. The SSJ Issue Trust will use the life insurance proceeds on Sam's life to make a capital investment in Incline TSS Ltd. in exchange for a to-be-determined membership interest in Incline TSS Ltd c

Correct - kevin to help confirm structure

2. Incline TSS Ltd. will then use this new capital investment to help pay off the approx. \$7million note due to SSJ LLC.

Correct - kevin to confirm

3. SSJ LLC will then use the funds received from Incline TSS Ltd. to pay off the approx. \$6.3 million BofA mortgage on the Tahoe house (either directly or by distributing the funds to The Samuel S. Jaksick Family Trust to be used by the Trust to pay off BofA).

Correct - of the \$7.1m TSS note due SSJ llc - \$ 6.3m is due B of A and 800k note + interest due is payable on and to SSJ note - total insurance is \$6m so can't pay down completely - lets build some flexibility into the document for approx # and what \$ will be used for example - after running through above channels pay B of A \$5m leaving loan with B of A of \$1.3m + loan fees costs etc and we will refi loan in the name of TSS the \$1.3 + the remaining \$1m insurance \$ will partly pay down the \$800k note for example \$400k so \$ can flow back to the estate to pay some bills and may also some use \$ to release 1600 acres of buckhorn land approx \$500k - pay TBJ sc loan back for recent monthly payment \$54k (kevin confirm) finish Sam trophy room at the ranch - build 50k storage building on ssj issue property and or leave 100 to 200k reserve -

After dust settles TSS should owe B Of A approx \$1.5m and TSS should owe SSJ llc approx \$500k - if we don't release some buckhorn land then one of these will be paid down additional \$500k

Please confirm that our above understanding of the contemplated transactions are correct, including whether the SSJ LLC will be the one paying off BofA or if SSJ LLC will be distributing the money to Sam's Trust to pay off BofA.

Need to ask kevin for which I CC on this email

Also, in order to ensure that we include all the necessary parties to the agreement, and in their proper capacities, please provide us with a copy of the current Operating Agreements for both Incline TSS Ltd. and SSJ LLC.

Ok will do Jess can you foreword

Once we receive the above information and documents, I should be able to get the agreement drafted up in fairly short order. In the meantime, if you or Todd 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: LeGoy, Bob
Sent: Thursday, May 30, 2013 5:30 PM
To: 'Jessica Clayton'
Cc: tjaksick@gmail.com; McQuaid, Brian
Subject: RE: INCLINE TSS LTD, a Nevada Limited-Liability Company

Jess, we will have a draft agreement to you no later than next Tuesday. My partner, Brian McQuaid, is preparing the first draft for our reviews. Do you have an Operating Agreement for the LLC? If so, would you please send us a copy. If not, we probably should prepare one not long after you all sign the initial agreement. Todd will be the only necessary signature, but we probably will want Stan and Wendy to also sign it. 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: Thursday, May 30, 2013 8:47 AM
To: LeGoy, Bob
Cc: tjaksick@gmail.com
Subject: Re: INCLINE TSS LTD, a Nevada Limited-Liability Company

Good morning Bob,

Todd wanted to set up a meeting with Stan and Wendy regarding the Tahoe house, and wondered what your estimated time frame on getting him the letter stating their intent?

Thanks so much and have a great day,

Jess

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

From: LeGoy, Bob <lrlegoy@mclrenolaw.com>

To: tjaksick <tjaksick@gmail.com>; 'Jessica Clayton' <jtclaytone@aol.com>

Sent: Fri, May 24, 2013 3:26 pm

Subject: INCLINE TSS LTD, a Nevada Limited-Liability Company

Todd and Jess, Is this the company that owns your house at Incline and owes Sam's Family Trust \$7.2 million? If so, it looks like Todd is the sole Manager of it? Who are the Members and in what percentages? 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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Soraya Tabibi Aguirre
Phone (775) 327-3007
Fax (775) 786-6179
STAguirre@hollandhart.com

June 4, 2013

Mr. L. Robert LeGoy, Jr.
Maupin, Cox & LeGoy
4785 Caughlin Parkway
P.O. Box 30000
Reno, NV 89520

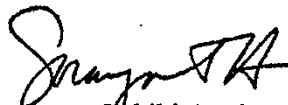
Re: Estate of Samuel S. Jaksick, Jr.
Our File No. 44736-0100

Dear Mr. LeGoy:

We represent Bank of America, N.A. ("Bank of America") with regard to a loan to Samuel S. Jaksick, Jr. in the original sum of \$6,312,000.00 made on or about May 23, 2008, secured by a deed of trust recorded in Washoe County, Nevada on May 29, 2008 as Document No. 3654531 encumbering the real property located at 1011 Lakeshore Boulevard, Incline Village, Nevada, Assessor Parcel No. 130-230-34. We understand that the property is currently owned by Incline TSS, Ltd., a Nevada limited liability company, however, Mr. Jaksick remained liable under the loan. Bank of America has been informed that Mr. Jaksick died on April 21, 2013. According to the Will of Mr. Jaksick that was lodged with the Second Judicial District Court by your office on May 14, 2013, Stanley S. Jaksick, Todd Bruce Jaksick and Ray Benetti are the Co-Executors of Mr. Jaksick's estate and the Co-Trustees of the Samuel S. Jaksick, Jr. Family Trust, dated December 4, 2003. Bank of America is hereby notifying the Co-Executors/Co-Trustees that arrangements must be made for Mr. Jaksick's estate and the Samuel S. Jaksick, Jr. Family Trust to formally assume Mr. Jaksick's obligations under the loan and deed of trust. Please contact me as soon as possible to discuss how we will make these arrangements.

In the meantime, if you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,


Soraya Tabibi Aguirre
of Holland & Hart LLP

STA:mmm

cc: Susan Levin
Bank of America, N.A.

Holland & Hart LLP Attorneys at Law

Phone (775) 327-3000 Fax (775) 786-6179 www.hollandhart.com

5441 Kietzke Lane Second Floor Reno, NV 89511

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MCL002594

WJ 001134

McQuaid, Brian

From: McQuaid, Brian
Sent: Thursday, June 06, 2013 10:29 AM
To: Procter Hug IV; LeGoy, Bob
Subject: RE: Jaksick

Proc, to answer your questions, I think we can assume that they are full recourse personal guarantees. Also, I do not believe there has been any default by the entities, so they should all be current and in good standing.

And let me add another query to this. For federal estate tax return purposes, can the estate deduct all or any of a loan that the decedent personally guaranteed but that is not currently in default?

Thanks for your help on this, I'm just kind of flapping right now.

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

From: Procter Hug IV
Sent: Thursday, June 06, 2013 7:05 AM
To: LeGoy, Bob
Cc: McQuaid, Brian
Subject: RE: Jaksick

Hey Bob,

This sounds good -I'll research these issues. As to the first question, has the entity defaulted on the obligation triggering liability on the personal guaranty? Is it a full recourse personal guaranty or a bad boy guaranty?

Proc

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

From: LeGoy, Bob
Sent: Wednesday, June 05, 2013 5:34 PM
To: Procter Hug IV
Cc: McQuaid, Brian

Subject: FW: Jaksick

Proc, Do you want to work on some Jaksick trust issues with Brian and me (they are to be your next big clients)? First, we need to know how a creditor of an entity that has a personal guarantee of the liability from Sam Jaksick makes a creditor's claim against Sam's Family Trust. Brian is preparing a Notice to Creditors that Sam's Family Trust will issue directly to all of them. Second, we need to know what happens to the personal guarantee if it is a legitimate claim? Does it continue as an obligation of Sam's estate or his Family Trust or does it die with him? We do not yet have a copy of it but I am sure it has the standard language that the guarantee will be "binding on and inure to the benefit of the parties hereto, and their respective heirs, personal representatives, successors, and assigns." Our question is how does that provision apply to a personal guarantee when the guarantor dies?

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

From: McQuaid, Brian
Sent: Wednesday, June 05, 2013 4:43 PM
To: LeGoy, Bob
Subject: Jaksick

Leroy, I thought I'd be back in the office by now, but I'm stuck at a baby appt that is taking forever. I'll have engagement letter, notice to creditors, and trust admin letter ready for you tomorrow morning.

Would it be OK with you if I enlisted either P4 or Brett to research the personal guarantee issues?

Brian

Sent from my iPhone

Dotson, Doris

From: LeGoy, Bob
Sent: Thursday, June 06, 2013 11:13 AM
To: 'Nanette'
Cc: 'Nik Palmer'; 'Todd Jaksick'; ssj3232@aol.com; 'Jessica Clayton'; Dotson, Doris
Subject: RE: Meeting re: Pioneer Group

Nanette, We will set up the conference call and let everyone know the details. Is Mr. Morris going to attend? I think he should.

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: Nanette [mailto:admin@palmerlawreno.com]
Sent: Thursday, June 06, 2013 10:52 AM
To: LeGoy, Bob
Cc: 'Nik Palmer'; 'Todd Jaksick'; ssj3232@aol.com; 'Jessica Clayton'
Subject: RE: Meeting re: Pioneer Group

Bob, let's go for 3:00 next Tuesday. Can you please provide a call in number. Thank you, Nanette

From: LeGoy, Bob [mailto:lrlegoy@mclrenolaw.com]
Sent: Thursday, June 06, 2013 10:44 AM
To: 'Nanette'
Cc: 'Todd Jaksick'; ssj3232@aol.com; 'Nik Palmer'; 'Jessica Clayton'
Subject: RE: Meeting re: Pioneer Group

I can do 3 on Tuesday or any time Thursday after 10, but I am trying to set up another phone conference for that day, so please let me know what time on next Thursday as soon as you can. Thanks

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

Palmer Law, Chtd.
(775) 786-4121
nik@palmerlawreno.com

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Palmer Law, Chtd. - Sensibly Priced, Competent Legal Representation

Palmer Law, Chartered

Nicholus C. Palmer, Esq.
1029 Riverside Dr.
Reno, NV 89503
(775) 786-4121
nik@palmerlawreno.com

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Maupin, Cox & LeGoy
4785 Carughlin Parkway
P.O. Box 30000
Reno, Nevada 89520
(775) 827-2000
(775) 827-2185 (facsimile)
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From: Nanette [<mailto:admin@palmerlawreno.com>]
Sent: Thursday, June 06, 2013 10:38 AM
To: LeGoy, Bob
Cc: 'Todd Jaksick'; ssj3232@aol.com; 'Nik Palmer'; 'Jessica Clayton'
Subject: Meeting re: Pioneer Group

Bob, Nik is not available next Wednesday. Are you available either Tuesday afternoon or Thursday anytime. We are not sure of Mr. Morris' availability. Do you still want to have the meeting. Thank you, Nanette

Nicholus Palmer, Esq.

1029 Riverside Drive

Reno, Nevada 89503

775-786-4122

786 4121

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McQuaid, Brian

From: McQuaid, Brian
Sent: Wednesday, June 05, 2013 9:29 AM
To: 'Todd Jaksick'
Cc: LeGoy, Bob
Subject: RE: Draft Agreement re: Life Insurance
Attachments: Agreement & Consent - Life Insurance Proceeds (Final 6.5.13).pdf

Thanks Todd, attached is the final version of the Agreement that you can take to your meeting with Stan and Wendy today (we added some additional language to paragraph a. top of page 2). Please let me know if they have any questions and please provide us with the executed Agreement once everyone has signed it.

Hopefully your meeting goes well and 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: Todd Jaksick [<mailto:tjaksick@gmail.com>]
Sent: Tuesday, June 04, 2013 7:37 PM
To: McQuaid, Brian
Subject: Re: Draft Agreement re: Life Insurance

Thanks the agreement looks great to me let me know if bob has any changes - Brian I also really appreciate the way you write I can actual understand it - lol

Todd
(775)771-2122

On Jun 4, 2013, at 6:02 PM, "McQuaid, Brian" <bmcquaid@mclrenolaw.com> wrote:

Todd, attached is the draft Agreement that I have prepared with respect to the propose investment of the life insurance proceeds by The SSJ's Issue Trust in Incline TSS Ltd. Please review and let me know of any questions you may have or changes you may desire. Bob LeGoy is reviewing it tonight as well, so first thing tomorrow morning we should be able to email you the final draft to take to your meeting with Stan and Wendy tomorrow afternoon.

With regard to your earlier email about whether we could add a sentence consenting to future sales of The SSJ's Issue Trust property, we don't think that would necessarily be appropriate at this time. Any such sales will have to comply with the very specific terms of The SSJ's Issue Trust Agreement and should seriously be documented/justified in much more detail than this initial agreement here. One thing to keep in mind, the less detailed and vague these agreements are, the less protection they afford you down the road should someone have a change of heart. So we think we really need to take these things one step at a time, and document each step accordingly. This first step is to get Stan and Wendy to agree to you investing The SSJ's Issue Trust life insurance funds in Incline TSS Ltd. for purposes of assisting in the restructuring of the TSS debt, and that is the goal of this Agreement. Subsequent steps will then be documented separately as more of the details flush out. Hopefully that makes sense...

Anyways, please let me know if this draft agreement is what you were contemplating, and I'll get you a final version in morning once I get LeGoy's feedback as well.

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 & Consent - Life Insurance Proceeds (Initial Draft 6.4.13).pdf>

AGREEMENT AND CONSENT TO PROPOSED ACTION

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

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

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

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

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

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

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

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

2. Agreement and Consent to Proposed Action. The Trustee of the Issue Trust, the Primary Beneficiaries, and the Company all agree and consent to the transactions described in the recitals above, specifically including, but not limited to:

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

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

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

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

Dated: _____, 2013.

THE SSJ'S ISSUE TRUST:

By _____
Todd B. Jaksick, Trustee

PRIMARY BENEFICIARIES:

Todd B. Jaksick

Stanley S. Jaksick

Wendy Ann Jaksick

INCLINE TSS LTD.:

By _____
Todd B. Jaksick, Manager

By _____
Todd B. Jaksick, Member

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

To - Bob Legoy - Fax # 827-2185

From - Todd Iaksick

Date - 6/5/13

Bob,

Please see enclosed.

U.S. TRUST 

Bank of America Private Wealth Management

Bank of America, N.A.

VIA FEDERAL EXPRESS

May 20, 2013

Todd Jaksick
4005 Quail Rock Lane
Reno, NV 89511

RE: Samuel S Jaksick, Jr.

Dear Todd,

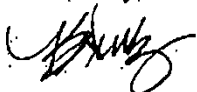
It was nice to see you last week.

Our Custom Mortgage Group has requested the following information with respect to your father's mortgage with Bank of America:

1. Death Certificate
2. Letters Testamentary (or any other document evidencing the appointment of the fiduciary for the estate of Samuel S Jaksick, Jr.)
3. Copy of the will
4. Question: Did the Bank receive a Notice to Creditor's from the Personal Representative of the Estate? If so, please provide a copy.
5. Question: Did the Personal Representative of the Estate file an affidavit of publication in the newspaper? If so, please provide a copy.

Please let me know if you have any questions regarding these items.

Sincerely,



Kathleen Newby
Senior Vice President
Private Client Manager

Bank of America, NV2-117-02-14
401 S. Virginia St., 2nd Floor, Reno, NV 89501

MCL002606

WJ 001146

June 4, 2013

Mr. L. Robert LeGoy, Jr.
Maupin, Cox & LeGoy
4785 Caughlin Parkway
P.O. Box 30000
Reno, NV 89520

Re: Estate of Samuel S. Jaksick, Jr.
Our File No. 44736-0100

Dear Mr. LeGoy:

We represent Bank of America, N.A. ("Bank of America") with regard to a loan to Samuel S. Jaksick, Jr. in the original sum of \$6,312,000.00 made on or about May 23, 2008, secured by a deed of trust recorded in Washoe County, Nevada on May 29, 2008 as Document No. 3654531 encumbering the real property located at 1011 Lakeshore Boulevard, Incline Village, Nevada, Assessor Parcel No. 130-230-34. We understand that the property is currently owned by Incline TSS, Ltd., a Nevada limited liability company, however, Mr. Jaksick remained liable under the loan. Bank of America has been informed that Mr. Jaksick died on April 21, 2013. According to the Will of Mr. Jaksick that was lodged with the Second Judicial District Court by your office on May 14, 2013, Stanley S. Jaksick, Todd Bruce Jaksick and Ray Benetti are the Co-Executors of Mr. Jaksick's estate and the Co-Trustees of the Samuel S. Jaksick, Jr. Family Trust, dated December 4, 2003. Bank of America is hereby notifying the Co-Executors/Co-Trustees that arrangements must be made for Mr. Jaksick's estate and the Samuel S. Jaksick, Jr. Family Trust to formally assume Mr. Jaksick's obligations under the loan and deed of trust. Please contact me as soon as possible to discuss how we will make these arrangements.

In the meantime, if you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,



Soraya Tabibi Aguirre
of Holland & Hart LLP



STA:mmm

cc: Susan Levin
Bank of America, N.A.

Holland & Hart LLP Attorneys at Law

Phone (775) 327-3000 Fax (775) 786-6179 www.hollandhart.com

5441 Kietzke Lane Second Floor Reno, NV 89511

Aspen Billings Boise Boulder Carson City Cheyenne Colorado Springs Denver Denver Tech Center Jackson Hole Las Vegas Reno Salt Lake City Santa Fe Washington, D.C.

MCL002607

WJ 001147

McQuaid, Brian

From: McQuaid, Brian
Sent: Tuesday, June 04, 2013 6:02 PM
To: 'Todd Jaksick'
Cc: LeGoy, Bob
Subject: Draft Agreement re: Life Insurance
Attachments: Agreement & Consent - Life Insurance Proceeds (Initial Draft 6.4.13).pdf

Todd, attached is the draft Agreement that I have prepared with respect to the propose investment of the life insurance proceeds by The SSJ's Issue Trust in Incline TSS Ltd. Please review and let me know of any questions you may have or changes you may desire. Bob LeGoy is reviewing it tonight as well, so first thing tomorrow morning we should be able to email you the final draft to take to your meeting with Stan and Wendy tomorrow afternoon.

With regard to your earlier email about whether we could add a sentence consenting to future sales of The SSJ's Issue Trust property, we don't think that would necessarily be appropriate at this time. Any such sales will have to comply with the very specific terms of The SSJ's Issue Trust Agreement and should seriously be documented/justified in much more detail than this initial agreement here. One thing to keep in mind, the less detailed and vague these agreements are, the less protection they afford you down the road should someone have a change of heart. So we think we really need to take these things one step at a time, and document each step accordingly. This first step is to get Stan and Wendy to agree to you investing The SSJ's Issue Trust life insurance funds in Incline TSS Ltd. for purposes of assisting in the restructuring of the TSS debt, and that is the goal of this Agreement. Subsequent steps will then be documented separately as more of the details flush out. Hopefully that makes sense...

Anyways, please let me know if this draft agreement is what you were contemplating, and I'll get you a final version in morning once I get LeGoy's feedback as well.

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

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

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

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

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

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

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

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

2. Agreement and Consent to Proposed Action. The Trustee of the Issue Trust, the Primary Beneficiaries, and the Company all agree and consent to the transactions described in the recitals above, specifically including, but not limited to:

a. The consent for the Trustee of the Issue Trust to utilize some or all of the life insurance funds being received by the Issue Trust to invest in Company in exchange for a membership interest in Company to be determined based upon the final value of such capital contribution as determined and agreed upon by the Trustee and Company.

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

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

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

Dated: _____, 2013.

THE SSJ'S ISSUE TRUST:

By _____
Todd B. Jaksick, Trustee

PRIMARY BENEFICIARIES:

Todd B. Jaksick

Stanley S. Jaksick

Wendy Ann Jaksick

INCLINE TSS LTD.:

By _____
Todd B. Jaksick, Manager

By _____
Todd B. Jaksick, Member

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

McQuaid, Brian

From: McQuaid, Brian
Sent: Tuesday, June 04, 2013 3:24 PM
To: LeGoy, Bob
Subject: FW: INCLINE TSS LTD, a Nevada Limited-Liability Company

Bob, please see Todd's email below. I'm not sure I'm 100% comfortable trying to slip this into the agreement re: the investment of the life insurance proceeds in Incline TSS, especially considering the language of The SSJ Issue Trust prohibiting certain sales and encumbrances:

B. **USE OF REAL PROPERTY.** The Trustee, in the Trustee's discretion, may but is not required to, permit any issue of the Grantor to occupy, rent free, any residential real property (including any primary, secondary, or vacation residence) held in or acquired by the trust estate or an entity in which the trust has an interest. The Trustee, in the Trustee's discretion, may also, but is not required to, permit any issue of the Grantor to occupy or otherwise use, rent free, any nonresidential real property held in or acquired by the trust estate or an entity in which the trust has an interest. The Trustee, in the Trustee's discretion, may also, but is not required to, permit any issue of the Grantor to invite spouses, other family and friends to also occupy or otherwise use, rent free, any such real property. The Trustee, in the Trustee's discretion, may also, but is not required to, create and amend schedules for any issue of the Grantor to occupy or otherwise use, rent free, any such real property, including the log home on the "49 Mountain parcel." The Trustee, in the Trustee's discretion, may also, but is not required to, permit all or any of the beneficiaries to build or occupy a home and live in it with spouses, family, and friends as agreed to by the Trustee, in the Trustee's discretion. The Trustee, in the Trustee's discretion, may also, but is not required to, build all or any such homes at the expense of the trust or require the beneficiary to provide his or her own home at his or her own expense. Any home or other building to be constructed by a beneficiary must first be approved by the Trustee, in the Trustee's discretion, and will be located on the portions of such property determined by the Trustee, in the Trustee's discretion, designated on the red portion of the map attached to this Trust Agreement and incorporated herein by reference.

Notwithstanding any other provision of this Agreement, the Trustee's ability to sell or encumber the real property designated on the map attached hereto and incorporated herein by reference is limited as follows. These restrictions apply to the Trustee's exercise of its voting rights in an entity that owns the real property. The Grantor prefers the Trustee never sell or encumber the real property. However, the Trustee, in the Trustee's discretion, can sell or encumber all or any portion of the real property provided the Trustee must first sell or encumber the real property designated in green on the map and then next sell or encumber the real property designated in yellow. The Trustee is prohibited from voluntarily encumbering or selling the real property designated in red, except if for any reason it becomes necessary, in the Trustee's discretion, to sell or encumber the real property designated in red to save all or part of the real property designated in red, the Trustee, in the Trustee's discretion, can sell or encumber it in the order designated on the map. These restrictions in this subparagraph will not prohibit the Trustees from selling the smallest legal parcels available to any beneficiary or beneficiaries under this Trust Agreement on which the beneficiary will build his or her own home at his or her own expense, provided that the home or other buildings to be constructed by the beneficiary is first approved by the Trustee, in the Trustee's discretion, and provided further that the sale of the parcel does not adversely affect any of the other property in the trust estate, or an entity owned by it, or the opportunities to, in the future, sell all or part of the real property. Finally, the Trustee is not restricted from selling any of the water rights included in the trust estate, or an entity owned by it, except approximately 200 acre feet of water rights necessary to irrigate the "49 Mountain parcel." The latter water rights shall be restricted as provided in this subparagraph.

The Trustee may require any beneficiary to pay all or any portion of the property taxes, assessments, insurance premiums, repair and maintenance expenses, utility expenses, and other expenses attributable to the property as a condition for the beneficiary's rent-free use of the property. The Trustee may also require any beneficiary to agree in writing to indemnify and hold the Trustee and the trust estate harmless from any liability resulting from the occupancy of the property by the beneficiary and his or her guests and invitees, including, but not limited to, any liability for personal injury or property damage sustained during the use and occupancy of the property. The Trustee is not to be liable to the other beneficiaries of the trust estate for any loss of or damage to the real property that results from the use and occupancy of the property by a beneficiary pursuant to this provision.

In order for the Trustee to permit any issue of the Grantor to occupy or otherwise use, rent free, any real property held in an entity in which the trust has an interest, the Trustee will exercise its voting rights in that entity. The Trustee will not be responsible or liable to any beneficiary if the Trustee exercises its voting rights in the entity to permit any issue of the Grantor to occupy or otherwise use any real property owed by the entity, and the entity for any reason fails to permit the issue to use its property.

Let me know your thoughts.....

Thanks,

Brian

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

From: Todd Jaksick [mailto:tjaksick@gmail.com]

Sent: Tuesday, June 04, 2013 3:12 PM

To: McQuaid, Brian

Subject: Re: INCLINE TSS LTD, a Nevada Limited-Liability Company

Hi Brian can you add a sentence in your agreement that the parties further agree in advance thats its ok to sell any of ssj issue trust land highlighted in green or yellow or enter in conservation easement etc on any land to generate cash flow or a block of cash to pay the remaining balance on the tahoe house not to exceed \$1.8m

Todd
(775)771-2122

On Jun 4, 2013, at 1:21 PM, "McQuaid, Brian" <bmcquaid@mclrenolaw.com> wrote:

> Todd, I'm working on it right now and hope to get it emailed to you by the end of the day. I have a 2pm appt. and 4pm appt., but will do my damndest to email it to you before I go home this evening.

>

> Brian

>

> -----Original Message-----

> From: Todd Jaksick [mailto:tjaksick@gmail.com]

> Sent: Tuesday, June 04, 2013 12:59 PM

> To: McQuaid, Brian

> Subject: Re: INCLINE TSS LTD, a Nevada Limited-Liability Company

>

> Hey amigo am I good to set up meeting with wendy and Stan tomorrow mid day to sign this document will you have it ready

>
> Todd
> (775)771-2122
>
>
> On Jun 4, 2013, at 10:35 AM, "McQuaid, Brian" <bmcquaid@mclrenolaw.com> wrote:
>
>> Thanks Jess!
>>
>> Sent from my iPhone
>>
>> On Jun 4, 2013, at 9:34 AM, "Jessica Clayton" <jtclaytone@aol.com> wrote:
>>
>>> Hi Brian,
>>>
>>> Attached please find the company formation docs for Incline TSS and SSJ LLC
>>>
>>>
>>>
>>> Also, the EINs are as follows
>>>
>>> Incline TSS Ltd - 27-3505890
>>>
>>> SSJ LLC - 80-0768900
>>>
>>>
>>>
>>>
>>> -----Original Message-----
>>> From: McQuaid, Brian <bmcquaid@mclrenolaw.com>
>>> To: 'Todd Jaksick' <tjaksick@gmail.com>; Kevin Riley <kevin@rmb-cpa.com>; Jessica Clayton <jtclaytone@aol.com>
>>> Cc: LeGoy, Bob <lrlgoy@mclrenolaw.com>
>>> Sent: Mon, Jun 3, 2013 9:20 am
>>> Subject: RE: INCLINE TSS LTD, a Nevada Limited-Liability Company
>>>
>>> Thanks Todd.
>>>
>>> Brian
>>>
>>> From: Todd Jaksick [mailto:tjaksick@gmail.com]
>>> Sent: Sunday, June 02, 2013 7:19 AM
>>> To: McQuaid, Brian; Todd Jaksick; Kevin Riley; Jessica Clayton
>>> Subject: Re: INCLINE TSS LTD, a Nevada Limited-Liability Company
>>>
>>>
>>>
>>> Todd
>>> (775)771-2122
>>>
>>>
>>> On Jun 1, 2013, at 2:41 PM, "McQuaid, Brian" <bmcquaid@mclrenolaw.com> wrote:

>>> Jess, in reviewing the materials we have in preparation for drafting the agreement regarding the use of the life insurance proceeds by The SSJ Issue Trust, I think it's important that we get some additional information from you in order to make sure we document this correctly and make sure we include all of the right parties and signature authorities. This is especially important in light of Todd's (understandable) desire to make sure the agreement is as binding as possible on all interested parties and their families.

>>>

>>> Ok thanks Brian -kevin and Jess are both cc - Jess all we need from you on below is getting Brian operating agreements for TSS Ltd and SSJ Ilc - rest for now is Brian Todd Kevin thanks

>>>

>>>

>>> To that end, it's my understanding that the steps of the transaction covered by the agreement will be as follows:

>>>

>>> 1. The SSJ Issue Trust will use the life insurance proceeds on Sam's life to make a capital investment in Incline TSS Ltd. in exchange for a to-be-determined membership interest in Incline TSS Ltd c

>>>

>>> Correct - kevin to help confirm structure

>>>

>>>

>>> 2. Incline TSS Ltd. will then use this new capital investment to help pay off the approx. \$7million note due to SSJ LLC.

>>>

>>> Correct - kevin to confirm

>>>

>>>

>>> 3. SSJ LLC will then use the funds received from Incline TSS Ltd. to pay off the approx. \$6.3 million BofA mortgage on the Tahoe house (either directly or by distributing the funds to The Samuel S. Jaksick Family Trust to be used by the Trust to pay off BofA).

>>>

>>> Correct - of the \$7.1m TSS note due SSJ Ilc - \$ 6.3m is due B of A and 800k note + interest due is payable on and to SSJ note - total insurance is \$6m so can't pay down completely - lets build some flexibility into the document for approx # and what \$ will be used for example - after running through above channels pay B of A \$5m leaving loan with B of A of \$1.3m + loan fees costs etc and we will refi loan in the name of TSS the \$1.3 + the remaining \$1m insurance \$ will partly pay down the \$800k note for example \$400k so \$ can flow back to the estate to pay some bills and may also some use \$ to release 1600 acres of buckhorn land approx \$500k - pay TBJ sc loan back for recent monthly payment \$54k (kevin confirm) finish Sam trophy room at the ranch - build 50k storage building on ssj issue property and or leave 100 to 200k reserve -

>>>

>>>

>>> After dust settles TSS should owe B Of A approx \$1.5m and TSS should owe SSJ Ilc approx \$500k - if we don't release some buckhorn land then one of these will be paid down additional \$500k

>>>

>>>

>>> Please confirm that our above understanding of the contemplated transactions are correct, including whether the SSJ LLC will be the one paying off BofA or if SSJ LLC will be distributing the money to Sam's Trust to pay off BofA.

>>>

>>> Need to ask kevin for which I CC on this email

>>>

>>> Also, in order to ensure that we include all the necessary parties to the agreement, and in their proper capacities, please provide us with a copy of the current Operating Agreements for both Incline TSS Ltd. and SSJ LLC.

>>>

>>> Ok will do Jess can you foreword

>>>

>>>

>>> Once we receive the above information and documents, I should be able to get the agreement drafted up in fairly short order. In the meantime, if you or Todd 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: LeGoy, Bob

>>> Sent: Thursday, May 30, 2013 5:30 PM

>>> To: 'Jessica Clayton'

>>> Cc: tjaksick@gmail.com; McQuaid, Brian

>>> Subject: RE: INCLINE TSS LTD, a Nevada Limited-Liability Company

>>>

>>> Jess, we will have a draft agreement to you no later than next Tuesday. My partner, Brian McQuaid, is preparing the first draft for our reviews. Do you have an Operating Agreement for the LLC? If so, would you please send us a copy. If not, we probably should prepare one not long after you all sign the initial agreement. Todd will be the only necessary signature, but we probably will want Stan and Wendy to also sign it. 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

>>> lrlgoy@mclrenolaw.com

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>>>

>>> From: Jessica Clayton [mailto:jtclaytone@aol.com]

>>> Sent: Thursday, May 30, 2013 8:47 AM

>>> To: LeGoy, Bob

>>> Cc: tjaksick@gmail.com

>>> Subject: Re: INCLINE TSS LTD, a Nevada Limited-Liability Company

>>>

>>> Good morning Bob,

>>>

>>> Todd wanted to set up a meeting with Stan and Wendy regarding the Tahoe house, and wondered what your estimated time frame on getting him the letter stating their intent?

>>>

>>> Thanks so much and have a great day,

>>>

>>> Jess

>>>

>>>

>>>

>>>

>>>

>>>

>>> -----Original Message-----

>>> From: LeGoy, Bob <lrlegoy@mclrenolaw.com>

>>> To: tjaksick <tjaksick@gmail.com>; 'Jessica Clayton' <jtclaytone@aol.com>

>>> Sent: Fri, May 24, 2013 3:26 pm

>>> Subject: INCLINE TSS LTD, a Nevada Limited-Liability Company

>>> Todd and Jess, Is this the company that owns your house at Incline and owes Sam's Family Trust \$7.2 million? If so, it looks like Todd is the sole Manager of it? Who are the Members and in what percentages? 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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>>>

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>>>

>>> <INCLINETSS.ARTICLESOFORGANIZATION.pdf>

>>> <Executed_SSJ_LLC_company docs.pdf>

>>> <SSJLLCEIN.pdf>

>>> <INCLINETSS_IRSLETTER.pdf>

McQuaid, Brian

From: LeGoy, Bob
Sent: Tuesday, June 04, 2013 2:30 PM
To: 'Jessica Clayton'
Cc: tjaksick@gmail.com; nik@palmerlawreno.com; McQuaid, Brian
Subject: RE: Correspondence - Pioneer Group

Jess, Thanks for this. I reviewed the attachment. I can meet with Todd, Stan and Nik almost any time next week.

As I told Todd, I am concerned about the timing of the change of licensing. I am not a gaming lawyer in Nevada, let alone Colorado, but I know from experience that changing licensees of Nevada gaming interests is very expensive and time-consuming. Todd told me he understands the process is not so bad in Colorado as it is in Nevada, and we hope that is the case. Regardless, I would like to meet early next week, so we will have time to contact Pioneer's Colorado lawyer, Steve West, later next week. It would be best if Mr. Morris can participate in the conversation among Todd, Stan, Nik, and me, but I can call him after we talk if that is preferable to Todd and Stan. Also, I would like to see the documents relevant to this matter. I understand that includes the document Sam used to transfer his stock to his Family Trust in 2006, the documents he used to transfer 6% each to Todd and Stan earlier this year, and any agreements among the owners of Pioneer (Todd tells me there is an agreement that requires relicensing of Sam's stock within nine months after Sam's death or his stock is to be purchased for a below-market price). I would like to review those documents before we meet next week if that is possible.

Now, you get the most difficult job of all. That is herding us cats to the same place at the same time next week. We can meet in one of the large conference rooms at my office if everyone wants. Please let me know as soon as you can. I will be available only by cell on this Thursday and Friday but in my office the rest of the time. My cell number is 7624350.

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:jtcclaytone@aol.com>]
Sent: Tuesday, June 04, 2013 1:01 PM
To: LeGoy, Bob

Cc: tjaksick@gmail.com; nik@palmerlawreno.com
Subject: Correspondence - Pioneer Group

Hi Bob,

Attached please find correspondence regarding Pioneer Group Todd asked me to scan to you.

Could we please set up a meeting? We need to get you engaged with the Pioneer Group/Bronco Billy's attorney.

I'm going to cc Nik Palmer on this email so he can provide you with any additional information as well, and hopefully Nik, you and I can have a meeting mid next week to formulate and finalize a game plan.

Thank you,

Todd
by Jessica

McQuaid, Brian

From: McQuaid, Brian
Sent: Monday, June 03, 2013 12:26 PM
To: LeGoy, Bob
Subject: RE: INCLINE TSS LTD, a Nevada Limited-Liability Company

The money/loan owed by TSS isn't owed to Sam's Trust, it's owed to SSJ LLC and the promissory note is specifically from TSS to SSJ LLC. I'm assuming that Sam's Trust is the member of SSJ LLC, but will know for sure once I see the operating agreement. So I think the ultimate progression needs to be (1) SSJ Issue Trust pays to Incline TSS Ltd, then (2) Incline TSS Ltd. pays to SSJ LLC, then (3) SSJ LLC distributes to Sam's Trust, then (4) Sam's Trust pays off BofA. And since it appears that they haven't decided yet exactly how 100% of the funds are going to be used by Incline TSS Ltd., I think we probably need to have this initial agreement be:

First, the three SSJ's Issue Trusts will make capital contributions of all or some of Sam's life insurance proceeds to Incline TSS Ltd. ("TSS"); second, they acknowledge that TSS will use the new capital contributions to repay all or part of the loan from SSJ LLC as part of the refinancing of the Incline house.

That way we cover the first two steps (of which we have some certainty) while at the same time keeping it somewhat simple per Todd's desire.

Once this initial agreement has been reached, we can then address what further approvals are needed/desired once more of the details start to flush out.

But that's just my thought, I could be wrong....

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: Monday, June 03, 2013 12:08 PM
To: McQuaid, Brian
Subject: RE: INCLINE TSS LTD, a Nevada Limited-Liability Company

Brian, I think the way Kevin wants it to work is correct. First, the three SSJ's Issue Trusts will make capital contributions of all or some of Sam's life insurance proceeds to Incline TSS Ltd. ("TSS"); second, TSS will use the cash to repay all or part of the loan from Sam's Trust; and lastly, Sam's Trust will use the cash to repay all or part of the loan from BofA that is secured by Sam's house and appears to be getting refinanced. If that sounds correct to you, you might forward to Kevin and Todd to make sure they agree. Thanks