

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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Case No.: 81470

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

**RESPONDENT/CROSS-APPELLANT WENDY JAKSICK'S
APPENDIX, VOLUME 8**

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Indemnification and Contribution Agreement – Trial Exhibit 11	1/1/2008	1	WJ 0001 - 0010
Email - Kevin Riley to Todd Jaksick - Tahoe/Incline TSS -Trial Exhibit 441	10/28/2014	1	WJ 0011 - 0013
Agreement and Consent to Proposed Action – Stanley Jaksick Buy in to Lake Tahoe Property - Trial Exhibit 23	11/13/2015	1	WJ 0014 - 0018
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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Minutes from Scheduling Conference	3/12/2018	1	WJ 0026 - 0029
Amended Objection and Counter-Petition Re: Family Trust	3/23/2018	1	WJ 0030 - 0048
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Order After Hearing	11/26/2018	1	WJ 0108 - 0110
Notice of Errata Regarding Wendy A. Jaksick's first Amended Counter-Petition to Surcharge Trustees for Breach of Fiduciary Duties, for Removal of Trustees and Appointment of Independent Trustee(s), and for Declaratory Judgement and other Relief	12/26/2018	1	WJ 0111 - 0115

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L. Robert Legoy, Jr. and Maupin, Cox & Legoy Custodian's Fifth Supplement to Their Objections and Responses to Subpoena Duces Tecum- Priv Log	1/29/2019	1	WJ 0132 - 0138
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Todd B Jaksick, Individually, Incline TSS, LTD., and Duck Lake Ranch, LLC's Memo of Costs and Disbursements Incurred in Case No. PR 17-00445	3/11/2019	18	WJ 4162 - 4178
Todd B Jaksick, Individually, incline TSS, LTD., and Duck Lake Ranch, LLC's Memo of Costs and Disbursements Incurred in Case No. PR 17-00445	3/11/2019	18	WJ 4179 - 4188
Todd B Jaksick, Individually, incline TSS, LTD., and Duck Lake Ranch, LLC's Memo of Costs and Disbursements Incurred in Case No. PR 17-00445	3/21/2019	18	WJ 4189 - 4196
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Email- Stan Jaksick to Bob Legoy – Trial Exhibit 38	5/18/2018	19	WJ 4421 - 4426
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Trial Transcript	2/28/2019	23-24	WJ 5284 – 5673

Dated this 14th day of June, 2021.

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By /s/ Chad F. Clement

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CERTIFICATE OF SERVICE

I hereby certify that the foregoing **RESPONDENT/CROSS-APPELLANT WENDY JAKSICK'S APPENDIX, VOLUME 8** was filed electronically with the Nevada Supreme Court on the 14th day of June, 2021. Electronic Service of the foregoing document shall be made in accordance with the Master Service List as follows:

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5/22/17

Sam Tatrish Trust Administration
Conf. w/ Kevin Riley, CPA, Todd
John Tatrish, Mike Himmel, Terry
~~Stoob~~

Find Pierce dist should
have been rd 5/2/17.
(one of the closing)
Spa will tell George Brown.

It will be a \$750K per
KVR.

Wendy's, sub trust Lee Right
Holland notes, but no bank
acts. They will set up
w/ Tim Hunter at
RBC. They then will
perhaps come to the
3 sub trusts (except 20% of
Wendy's trust will be to exp
sub trust for Luke & all
all Todd's & Spina will
go to the 4 children
trusts until they are
funded). Wendy's dist
will be made from Wendy's

and that since Doherty
family LLC has not
been any cash at this
time.

Cap 1 call by Doherty LLC
for govt with register
from since last bank.

HR will be early /
bank's order on credit
MID note - they
will then decide how
to make kids to
bank from transfer
Doherty family LLC.

Working car exps are paid /
Doherty family LLC - don't
\$1200 per mo.
\$60k = div + from bank
trust to bank & letter
to all kids

Address the Indian. Payment issue.
Mk suggest you decide

Inside Sam Trust -
Trust Admin

5/16/17

Monday Rem -

① DR & Rem decided
to ~~do~~ we shall not
opine on Independent
Agreement because our
opinion will create a
conflict of interest &
might not be protected
by atty - client privilege
from Wendy's lawyer.

② Re Driggin 5/9/17
lett. for me, response &
all Wendy's choices have
expired & 11. Note Rec (for
ILT - Note) is in default
on 11.00. Rem will
put together
the 11 will include planter
inc. of Wendy on 11.00 for int. with life
Toll's & Stan's ILT Note
still have bdy.
(higher if default note applies)

25/1/12 Patrick, Sam - Rust
Confer / PDI -

Wendy gets week before
Christmas & I get a week.

2/3 & 2/4 for full family &
week weeks before & after -

8/1/12

Trust Admin - Samuel - Trust Admin.

Conrad ~~Toll~~ ^{Stan}; Mike Himmel,
877-650-2602; 835.6111 #
RCM, Kevin Rutledge

Distribution: Lex & fully
funded & T's & S's bills
trucks are partially funded.
Lexus is not funded at all
yet because it is 20%
of what Wendy gets (as
said).

The Indemnity Agreement -
Stan the one who signed
w/ Toll's IP because
he pays his 1/2 &
Toll's get paid by ST
from Trust per IP.

EG

Montreal Development Co -
Trust owns 1/2 &
it owes big \$ in
June

TT - we have never asked
for \$ to repay but
have hope TB.

TO - Tacklet left -
2.7 - cost to pay
2.5 m (2.4 p m)

On field, some lost in flume &
need to be repaired

Tacklet cost 6.7 m on OOD
to let / program has been
made.

MK - They will need to
return to the
to add 3/15 1/17 - little
joining ~~the~~ 220, 595
Indemnity to claim.

We will be research TB &
give fees on apia

MK - Sam's
Cemetery plan to pay
room - cell per TB
pay for them.

(7)

KR - Ag Get it in 11/12
be very 9/12 to avoid
\$1200 / 1/2 of the penalties but pay
\$4500 in int.

ST Bonds in single partial
owed by Son's Farm Trust
so Trust has to pay it.

Samuel Takiside Family Trust

4/10/12

Conf of T & S, ^{J. brick,} Kemi, Mike H & Bern -

Kevin says all from on, G.I. the way

for 16 & 17

Told transferred \$ from subfund
to main family trust.

San T. Hills - Family Plot

4/2/17

Condon / Toll T. Hills -

2 letters, - one to Sam
has fee of ~~150~~ 150'

From post & " " Toll "

" " " 150'

" " in 2006

Send ^{letter} to Tim, Kevin & David
payee (w/ camp) fee ladies.

Tahick, Samuel - HJ's Bro

8/24/17

Lowry Todd J. Krist

Look for 2013 letters in
Tanner's files by friend
of parents

Do letter that told in Tree
H. & B. Post - he controls, I meet in
" " " & every where I compare
up each other's work
Then him to use pgs

Tobacco has collapsed, as it
will be lost for the good
long & ever.

Takeside, Sam

1/18/16 Conf/ Stan -

When B-H sale closed, Ben rec'd
Told ~~me~~ repl AG what?
seemed by the way

Lakebridge Golf Course has been
paying ll. Part exp. &
lists. & is owed \$470k for
making plans for fruit (to study.)

Wendy over Lakebridge took a
ll. pay. Stan has salary.
About \$200k is left in ll. & it
was transferred:

Mountain Golf Club Hldg Co
owned by Takeside LLC

3/1/17

Tobrick, Samuel Trust Admin
Conf. w/ Todd & Stan Tobrick, Kevin
Riley, CPA & Mike Kimmel, Esq. -

① Stan will wire Wendy; March
paymnt John & Dan will email
Dana.

telling w) ② Mike Kimmel ~~will~~ suggest
\$5000 per mo. for 2-3 ^{more} mo.

③ ^{Sam's LE} Trust over Wendy ~~Trust~~ ~
\$300k. Trust will pay Tobrick
Family LLC so it

④ Payoff Ag Credit left it
Kevin determines it will save
tax & it will save more
in ~~cost~~ than prepay
penalty. Todd says all pigs
that were bought up for the house
have been sold & sale proceeds are in escrow

MCL003153

WJ 001673

by family buying brown, so Pelt does not want to repay any of the credit first pay on the loan.

I then says he is ok w/ this but maybe use other indemnities under Sam's agreement at this time.

(5) Sam bought 75th plot at cemetery & wanted house shop on it. Pelt has been used & landy objected. They also will purchase plot & upgrade for people's interests. I told them to go back on with Pelt for several weeks, w/ Sam.

(6) How to start fitting - discussed updr & problems (down side).

Sam Taktich's Debt

2/6/17

met w/ Todd & Sam Taktich,
Mike Himmel, & Kevin
Riley, CPA

Todd said sell asset A &
apply proceeds to liabs
w/ ~~to~~ to his ~~to~~
Indemn Ho

Mk asked if all liabilities
pl by Todd & all assets
are spent, will there still
be debts that Indemn
Agmt says Sam should
pay?

Todd said that impossible
to answer at this time

" " he has mortgage
on FR & he has ~~not~~ ~~not~~
asked Todd if he has
not said that will
happen

Todd said his home
meets benefits fairly
to some degree & goal
of all the kids is to get
to get rid of them.

1/30/17 Sun O-Kiebs Post Affairs
Lantey Todd & Spn. T. Kiebs, Mike
Kimmel, Kevin Ripley, & BCR

① Index Only to Kevin Ripley

② B-H - has cash proceeds -
S- say that will owe big \$
taxes due.

③ See notes on Kevin's Settlements
of S & R family post 1/1/17

1/25/17 Sam T. Hild Rust - Trust Admin
Can Fund DAL, BCM, & Herin
Rafey, ~~Don~~ Sam T. Hild, & Mike Hinson,

① Production
Item 25626-32 is up her Hild
he is sending BCM lots/info.

② AG Credit

Told Sam purchased AG
Homes - 1% Told
49% Sam of AG
Credit & ~~it~~ to
them personally & secured
by HC land.

WOT T. Hild Trust was funded
w/ HC land & AG Credit
released that & was - all the
of all other T. Hild land, incl
B-H land.

R-House Sam &

AG Credit until \$ prob
eg. to release B-H land

MCL003158

WJ 001678

#429K / \$800 ~~is~~ still in B-H bank acct
Toll transferred all his PBI proceeds,
p. Sam's Trust & then #435K was pd by Sam's
trust straight to escrow /
sole p / B-H bank to
Berning Man.

Spa president #48K to then Gov
Berning.
" " #474K

③ Points to bonds & transfer
object on behalf of G. Gunkel's
trusts.

There is #2m / cash in
Sam's Trust after Sam has
returned bar

KR - Direct Ldr \approx \$2.3m but some
are covered by assets that
are worth \approx covered.

However, contingent Ldr are
unknown -

Sam's Trust Rec from White Pine cannot
be repl - contribute to cap 1.

2

④ Toll: Indemn. Agreement
SO says Toll should let
it go to let G-C Trust
be funded.

③ cont'd - ~~Sam's front~~
Tate's Family LLC in
delivery check today for

50-
 (B) ALSB, ~~is paying~~ ^{has} ~~been~~ ^{own} ~~to~~ ^{to} Gen. Brown, &
~~to~~ ^{to} ALSB wants to know "864 from
 Sam: Don't to say Gen. Brown of any exp.
 LLC amount I / etc & Sam knows
 # 2904 from ^{from} ~~it~~ ^{it} is due next ~~to~~ ^{to} me &
 I'm getting it extended for
 # 25 to give a print 2018 was want
 you for lot sale but there is an
 interest now!

Sam owes ALB \$ + some
\$86k can be ~~sett~~ segment

ALB
And ALB ^{cur} 1114 to Sam..

ST - ALB's 3 lots are
worth \$700k - approximately -
2 golf course lots (25k & 30k)
+ one other lot worth \$150-200

\$114k + \$86k = ~~all~~ Sam's trust
after \$86k loaned money

Bright followed cash? -
never discussed.

Tikide, Samuel - Trust Admin.

1/10/16

Conf. w/ Mike Himmel, Stan &
Todd Tolkier, Kevin Riley

① Jack's will was dict. about 1/2
2/3 ^{1/3 for Wendy} Stan ^{1/3 for Wendy} Todd when Wendy
stood for sign. All transactions since Sam died
from contribution by Sam's leave
left, pretty manageable
Douglas & Brown made their cap'l contribution

② Wendy's ~~Sam's~~ life insurance
TJ - get couple of options
until Luke reaches 18
Get bid

③ Sam's trust estate - he won't
make it but it is all in his
sub trust
Kevin says Stan used 430k
off from his sub trust that he
was late with which is owned by
Stan, Todd, & Wendy & it is gone from
LR. About 10k remains now

(4) Tee's fees

(5) Sam's fees, Kim's fees

What assets were in Sam's LLC I
in addition to J. and what was the LLC worth?
BCM's personal assets Kim's
2/3 was the half for Wendy. Can
they now agree to return it to Sam's trust
to help make 'back in debt to
9 children - 300k for Kim's; 200k for TRL, &
140k for Lee; (later gets 20% / Wendy)

Takside, Samuel East Planning

11/9/11

Confers Geoff Greenert, & David at
Sam Takside -

The Three houses ^{was} appraised
a couple of years ago.

They might now sell house
for \$16m in 1031 for
another ~~\$8m~~ ^{\$2m} in 4m
house

Discussed tax & gift consequences
related in mortgage, and possible
"facilitation".

They will send me tax return audit
analyses & they will be
simultaneous early

Takeide, Samuel - Testimony

10/5/11

Cont. w/ Geoff. Present -

Sam was worth \$240k - \$250k
several yrs. ago & publy
\$75m - \$100m now & doesn't
totally ill if not.

\$6m in LA 1. From Trust

plunged money ~~Sam~~ ~~will talk to~~

long time

more 11

Geoff will talk to Linda
suggest be let us
prepare a project / sit &
exp. plan & death taxes
because atty - client
priv. (to make Sam is
very private).

Friday, Jan 27
Est. Plan

4/8/08

Conduct J.D. Dabrick, Kevin
Riley, CPA & Geoff Stewart -
916 - 488 - 8360

Do new Tru TID from
some other source

Currently have no value but
will appreciate a price.

RII, 5000 as of 1/1/08

The note, it is assumed it
will be valued 8/1/08.

Grant will value the note
with interest by Dwight Holland,
a TRU corp. then TRU to
get them out / Corp?

It is, will have to be ^{installment}
to defective trust.

Q They might ~~also~~ put it
into Corp & go public w/
it. Does putting it into trust
affect this?

(over)

②

Leads does not want pay for,
but says I will repay
some.

Tuckers = Horse Camp

11/14/77

Unkly Tuckers farm & back
fence -

8000 ac ft/water will not work because
they own 1/2 of it &
trust will have no way
to pay it.

Tuckers Rabbit run, DR ranch &
Smokey Creek.

Bright Holland has 1 acre
Smokey Creek - w/

BH is 1 cup of ^{over} 2-3 yrs
left for BFG issue

BH has 40 ac / land
~~400~~ lots of water. By
want 8000 ac ft/water
distributed out & gifted to
new IDITS

Sale on dirt / 8000 ac ft/water
+ 1400 ac / land.
from BH to

(over)

Udler has 12 ac ft/water

MCL003169

WJ 001689

TO - In next few months,
they will dig water into
Artificial, from city
municipal.

met life against Paul
Robb @ 21m & that
missed 24.8 m / water &
have now added it & Paul
does not incl power
frank creek water. Low & se
water is not as certain.

Game plan is -

① Todd will talk to Kevin
re getting water into ~~the~~ water
to water & land cult /
B-H w/ by side or dirt @
least we have warehouse.

② Todd to see how water
engineers but the offering
see artificial water into
Tump up land:

③ get approval from Kent
Henderson.

(2)

(3) Put water on water & land
into new LLC that cover
water up to land & B-H

get on roll

(4)

Transfer to the trust

now on LLC's trust &

TO's Trust Trusts -

depending on ~~the~~ how they

feel about their deified

trusts.

MCL003171

WJ 001691

12/6/06 Patrick - Home ~~to~~ Camp
Conf. w/ Heather Tynes / Meredith

Carole Everett is Pres. / Meredith
is on B.D. / Mrs. Carl Lawrence
Home Camp is donating 1000
acres by the end of the year.

Tobias, Sam & Todd

6/5/06

Can Sam Todd Tobias

Sam said alleviate ^{month} trust for
Tobias - the law adequate
cash out.

Also keep to the house as a house -
Come for Tobias, then split
4 ways of cash to each of them.

Todd said change law TA to
provide max tax - free sum
to drop for kids & he has
P.L.T. of 3m up to kids & 1m up
his wife & 1m up to Tobias for law.
Remove ^{asset} Tobias report in house
Riley (up?)

Todd Jackson

- see attached Merit 1 Disbursement of Assets Trust

- GST upon death - all to issue by right of representation

4/20/06/11

Single transfer
Trust R-TRIP
provisions null
(st. 1001 form)

Sam Jackson - Rhode trust documents.

- wants to find the credit shelter trust - 75 million
provision for credit ^{allow} trust in relation to marital trust
if they can't pay the taxes because of non-liquid assets

- we need to make sure that the distribution provisions are
right and that any property distributed goes to
Marital Trust and covers the marital deduction

trustee provisions ok

- Decedent's Trust should be generation skipping trust in all forms

- make sure generation skipping language is accurate

- Decedent's Trust divided equally between 3 kids as the issue

↑
spouse not
"beneficiary"
Marital Trust
- ss. non generation skipping, the other two kids should be named as beneficiaries
pretty well drafted

- Special provision for Tasha's house - p. 12-13

- goes to credit shelter trust unless distribution to Marital Trust

- no, so automatic, used by wife ^{3rd} for ~~her~~ ^{her} ~~longer~~ ^{longer} until sold
to be sold in equal shares among the girls

EJM is up to spend on M. 2.

- will require research of funding options for husband's share of pension

Cover letter - explain that estate tax coming out at 75 million

- explain that Home Corp provisions eliminated

- explain that we can't guarantee that the funding provisions are effective

* Make sure Trustee can execute disclaimer

IRC '2518 - disclaimer provisions

NRG 120

Tobacco - East Orange

4/12/66

Can't say I saw, ^{Tobacco} Tall, Graft
Guent, Kern, Riky ^{UPA} & Ray
Bennett UPA -

On instruments of Told's
Soni's ~~of~~ available TMs
of Soni ~~75%~~ ^{75%} 75%
to credit shell's time
of pure to disclaim -
Ray B. & is unusual about
GST issue on disclosure.
I told ^{John} ~~the~~ we also agree
will keep Joseph @ that.

Ray is wanted but pecuniary
formula for initial grant -
be paper, financial share.

③

~~T. Krich, Sam + Told~~
~~Geoff, Sam, Told~~

4/14/06

Con f. w/ Geoff, Sam + Told, Told -

* 2.8m bank debt will be moved off
the Home Corp paper.

Adm.
Ad / ~~Ad~~ cont'd

⑧ Marital Trust that has U.S. &
corp, loan it

Log Sam, trust \$35m
+ Credit Meltzer

Log Told, \$25m

Add GST lang, P. death

Tchov house, c. \$11m - \$12m
(for c. \$5.4m) - Add, P

P Credit Meltzer trust, it
can be sold in trust so
disclaimed

①

T-birds, - East Shore

4/4/01

Looking off coast, Todd &
Sam Thoresen.

Sam's T.A.

Exp. pl by M. + 2 Thors,

Then Thorsen's to Todd &
Pier Thorsen to 1st

72.5 m to East Salt Lake
dist. 3 ways, among T, Sam
only (less 1.5 m from lake)

Then Thorsen's to East Salt Lake
If out, to 1st Thorsen,
Then with other families
members in use

Dist. to W from M. + 2 Thors =
all in + as much as
needed for h, a, and s.

Sam

Dist. from East Salt Lake to 2
thorsen's 13 + 14
Have camp in Todd's shore

MCL003179

WJ 001699

1.6

Tax = Same, then (then,
 Todd & the family; then
 then Hoff as co-owner;
 then success (Todd name)

~~1.6~~ Tax = ¹ Profit after 00 = $555,000 + (.45 \times 21m) =$
~~credit =~~
 ② Tax, then price of
 decline + 22.5 m
 10,005,800 less credit on 2m
 equiv. ($555,000 + .45 \times 500k$) - 780,800
 $10,005,800 - 780,800 = \underline{\underline{9,225,000}}$

③ to SI can make assets
 productive per ³³⁰⁰ p 8.

④ Had both GST long
 connector - make 5 crop
 long.

⑤ H. GST provision

⑥ Tax house ?

⑦ Appointed / off-tax - to 22.5 m ?
 ⑧ Tax from one entity, ¹⁰⁰⁰ other to

7.22.1 Trust:
 - 2 trust - Capital Gains & Income
 - 2.5 Exempt from Capital Gain Tax

Issues:

① Est. taxes on death ^{780,000} ~~125,000~~
~~4,950,000~~ + 555,000 = 5,505,000 -
5,505,000 - 780,000 = 4,725,000

② Tax have power to disclaim

③ SI can make asset, production

④ Herb better GST long +
connected + much if corp long

① No GST

Contingent B-H N Bright - Holland Corp (Fidelity)
6/2/17 Fidelity - have + Philadel
invest, not over, + they
have pl all in a box,
in the 300k I for each, Ted,
Helen + Wendy, B-L
sup in up Tim Humes
some has been invested in
some rate reinvested
invest

Jahrick, Samuel Hunt

9/13/90

Joining BC, Daddy Stan
Jahrick + Kevin Rice, CA.

Stan says ^{Monday} Wednesday T & F
get him each 134.
Bright Hill ~~2~~ 500 kg.

BC and GR - weekly feed
at home. Daddy Stan.

Todo - go thru list for
Shi Agent

1/4 - [unclear] [unclear]

John Doe, Sam Trust Admin

9/5/16

Confer Ben Todd & Stan - [unclear]

877-650-2602 & 835-1111

To Do:

① Send 706 & inc. to return
policy

② Find PGE in our file

③ ~~Terminate~~ They will not
be [unclear] [unclear]

④ Terminate - Stan & Todd
got 15K [unclear] a couple
[unclear] [unclear]

Kill Terminate 3/31/16 - 10-10-10
for [unclear] 36.50-10-10

[unclear] [unclear] [unclear] [unclear]
(polly [unclear])

Don't take [unclear] [unclear] [unclear]
8/31/16. [unclear] [unclear] [unclear]
time - [unclear] [unclear] [unclear]
rate of time change.

Todd
✓

1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 2680, 26

7

TJ - The list from
J&K Family LLC should be
to JT & TJ as priority &
They have given it all
to Wendy -

#6 us, but cash from sale
J&K will not pay all
of list as they prefer
to be in independent
with J&K bills at time

Wendy
for 706 Wendy is only to
get 706.

Wendy paid EMT in 178,
as she is agent for
in the company in the state of TX.

TJ - We hope will force
the company to pay
their bills and have to
pay the debt of company
to us as we have

... to ...
...
...
...
... R H ...
...
...
...

...
...
...
...
...

Sam Takrich Family Trust

8/30/16

Conf. w/ Todd & Jan Takrich,
BCM & Kevin Bailey -

ST & TS -

A. & B. TS will write
up proposal re indemnified
they will resolve between
themselves.

HR - Up to May 2016, no
trees' fees were pl

TS - Trees took "15-18k
a couple of yrs ago.

HR - points to Wendy as
from Takrich Family LLC
which was created prior to
equalizing T's & S's into
in Helen's est. But
the excess net was distributed
to Wendy since?
There is not enough cash (1/2 m)

1CR - Sam's pers debt

Tekish Family LLC has² PPL
payable from Wendy.

① 11/25/14 = PPL for ~~26539~~ ^{per agreement} 26539

Many advances have been made
to Wendy on these advances &
Jill has gotten checks
signed by Wendy every time &
has print & account records

② PPL from Wendy to Trust ^{Family is dated 11/25/14} for \$
159900. It's unsecured.
But only due in one year.

G(2)

Stan told Wendy they could not afford to support her any more.

TJ - Five sent for Wendy - Thorton
Anderson, CPA + then 3 other
monitored + pd ~~the~~ all
Wendy's bills.
After Sam died, ~~the~~ Jess
& Todd tried to do this
until Wendy moved to
LV a yr ago & Stan
took over & put \$
in bank acct for Gorman &
power & Wendy took it &
then they had to pay her
bills. In last 2 mos,
they gave her \$30k.
Suggest: Dunham or Premier, not well,

In Mid-July, HR wrote
email to Wendy that all
\$ from PGI was to go
back

RR - Sale / PGI will be
3 sep date - 2 have
rec'd & 3d is next
May - approx. \$1m for
ST intr.

He has expected parent
share for both T's & S's
intr. ~~that~~ He told them to
transfer net proceeds to
Family Trust in mid Oct.
T all put back in \$?? 1.8m.
He then has refused to
put his back because
of the marital dispute.
Allocate to Fly Ranch

Stran had rep. atty - Phil
has it live - big day once
found out ~~the~~ ^{the} ~~the~~ ^{the}
be re-written

①

Patrick Tourt Admin

8/29/16

Conf. ~~Patrick Thomas CPA~~
BCM, Todd & Susan Patrick,
& Kevin Riley, CPA

A. ① Proud, of PGE side in
Family Tourt

✓ less exp' gas

✓ ② Indemnity
B.

C. ④ Tourtee, fees & exp. Pen
(any thing to the pt.)

D. ⑤ Prof fees

Motion for Exe Trust
BCM says No

Put to Trustee in writing
of - BCM - No

E Production - Jess

E ③ Call Dana - T, S + H - OK

F Amend ~~Trust~~ Accounting up-to-date?
Through

Dirb from Trust? None kept
records will likely be lost
✓ Fees Wendy will pay

④ ⑥ Ex 1001 - 6/66 - release
pay off

⑥ Inc. too

(3)

TT - In '06, '07 T & Sam
were working on lot 1
issues & Stan & Wendy
did not get involved &
issues were difficult &
Sam said he was concerned
if ~~the~~ things went ~~bad~~
badly, he wanted TT
protected. Assets have now
been sold to pay the
~~debt~~ debts & TT thinks
he should be reimbursed
for these & he is offended
that he has this issue
now - he says he ~~is~~
incurred debts to save family's
estate. Trust is not in stage to
distribute

HR - Wendy ~~has~~ we learned it
from ~~an~~ entity

Sam 7/13, they have given Wendy
\$370k from The Inc's (grandmother's)
share / like wife

HR - Before Jim died, he gave
V, T & I 33% each /
Lake ridge & Montrose Golf.

HR - Jack Abbott & some non-performing
notes & White Pine in)
neg. time to ^{stay} ~~stay~~ Todd
(White Pine ~~because~~ ^{because} windy
would not sign-B on side of
other door) -

③

TS - They ~~gave~~ gave Wendy
\$29k in the past 2 mos
& that incl. 3 mos
house payments

HR will get items 1, 4, & 5. &
Jesse will put the rest together.
Send to us to send to

Diana
4 & 5. Don't exist but orig
are in 706.

We will get 8, 9, & 10.

Takovich, Robert Samuel

6/6/16

Confidential Takovich

Ed: it only

Sent for so they can receive Pen-
Charitable Contribution

MCL003198

WJ 001718

~~Produce~~ J. Kirk, Council -
Trust

5/31/16

Confer. Kevin Riley, UPR, Stan +
Todd J. Kirk, & BCS -

Patel sales business plan
was \$100K total for Dan,
Mara + George Brown (i.e.,
Ore. who guaranteed PG&E debt) +
1/3rd to other buyers.

Stan signed check + Todd
has not yet + Stan got his \$.

Kevin Printer PG&E van co.
has during due diligence period
for budget + he printer audit
financials ~~with~~ budget will
come in 7/16. Todd liked it
in B is good enough so he
will take his sales proceeds

ALL (over 100% by Sam's trust)
~~But~~ ALSB also Geo. Krown +
Sam guarantee it, so the trust
will loan \$ to ALSB + repay
Geo + secure w/ lot. It has 3
lots & one is listed - for \$155K in net
a good use / maintenance - not on
gold corner.

MCL003199

WJ 001719

Tatrick, Journal Trust Memo

5/16/16

Conf. w/ Todd & Stan Tatrick,
Harris Ritz = BCM -

HR - There is no plan to
liquidate corp & to have
high basis that cannot be
used up. redemption /
liquidation / corp. Estimating shall
Distributors say final point has been
~~made~~ ~~made~~ will be
made 12 mos. after closing.

HR - must be able to carry all
their stock in 2016 to take full
adv / their stepped-up basis.

Ask Steve
West

Waiver is too broad - it covers
items they do not know about.

" "

HR = Corp can be liquidated
into a liquidating trust or
" LLC.

Stan will talk to Co. Board who
has Peter Jacoby & will deliver
from Co. Release are
signed - he will talk to Co.

can't be let because to
release the bond is 12, and
want their lawyer negotiating
of case. Law year it would be
safe release & release all
spit in 2016. Case for issue
conf. from here.

Rem - is it not dis? If
say, can they be made at different
times - can they be upheld
until Release is signed?

He will look at Agent's file
to see if signature is
prohibited

(Jackie)

5/9

Use this one
look at P:// for
single unmarried woman

Cover letter
"Attorneys for Todd
Jackie"

Use form of Todd's trust
as basis. Then put
Single Unmarried woman
language in to show
all her stuff cpts given
to him outright versus
her super elaborate
distribution.

MCL003202

WJ 001722

1/13/16

W-t of TSD J. K. K. K. : CRL

SST Issue T-est - TSD Failure deal

- Steve: CRL has been asked the question the item
begin, usually he's not and he's instead tried to get
man to go to look to sign

(*) - is there any requirements that the contract or can they
just move forward with signed contract period?

TV 00

① Confirm that the TSD Failure Parameters have not changed
and is approved.

Takelby, Samuel

1/11/16

Conting. Todd Takelby, from
Nile, CPAC, the Takelby

SLC / Bruce Bille, from
not Jared.

100% / provided, from code
will not say all
debit.

CP = 9m net
FRI - 1m inc. there
\$550k at base

- ① Bride Holland - Sam added 10.4m / 10.4m
- ② Buckham 600k "w/ net life & S&T"
- ③ Net life 4.3m
- ④ Smoke smoke ^(Pick up) over the net life 4.3m
- ⑤ White Pine
- ⑥ Fly, burning
- ⑦ Krow 6.1m ⁱⁿ net life
- ⑧ Gable net 4m 800k.

#2 m in

⑨ 10 Rock 100k up w/

Do not

White Pine Road - 1004 - 1005
Large for back back
by Jack rabbit - covered 2-3
fed common - for game

Wendy demands 1004 - 1005
sign the deed ^{30% to} Jack rabbit doc.
Determine to value to it
not to Wendy.

Considered legal action to
be taken regarding Wendy's
the go for it & see if
Wendy is not in it & if
will be as it is already.

~~Be~~ Tarkenton, Samuel - Tarkenton
~~Be~~ Tarkenton, Samuel - Tarkenton

12/1/18 Conf. w/ Tarkenton, Samuel
Tarkenton, Samuel

Merge 52 LLCs into one merged 13
76.1255, 86.161 100

86.071, 081, 095, 131,
246 1. 491, 2. 340

~~86.1255~~ 92.1101

MCL003206

WJ 001726

MEMO TO FILE

Date: 11/25/15

Re: Conference call with Todd Jaksick and Kevin Riley re: Jackrabbit

It turns out that the proposed assignment of the Samuel S Jaksick Jr I LLC 50% to Todd's subtrust and 50% to Stan's subtrust will not work. It turns out that this would end up with Todd's total holdings or assets exceeding the limit set by the govt. with respect to the granting of the permanent easement. So it will be necessary to reduce the amount of Jackrabbit that Todd owns, and also necessary to reduce the levels of ownership to meet certain of the govt. requirements as well. They desire to accomplish this by having 2/3rd of the Samuel S Jaksick Jr I LLC ownership interest in Jackrabbit be transferred to Stan, either through the LLC or his subtrust or otherwise, and 1/3rd to Todd individually. Todd is then going to transfer/gift most of his ownership in Jackrabbit to the TBJ Invest. Trust for the benefit of his kids. This will reduce his ownership interest and will allow the conservation easement to proceed.

After discussing possibly distributing the LLC 2/3rds to Stan's subtrust and 1/3 to Todd's subtrust, liquidating out the 1/3 interest in the LLC and transferring the corresponding Jackrabbit interest to Todd's subtrust, transferring it out of Todd's subtrust to Todd individually, and then Todd transferring it to the TBJ Invest. Trust. This would probably be the most formal way to do it, but also the most complicated. Also, since this would result in Stan now having two different LLCs with ownership interests in Jackrabbit, it would probably create too many levels to satisfy the govt. requirements.

After much discussion, it was decided that the best way to do it was to keep it as simple as possible in order to ensure compliance with the govt requirements and not jeopardize the conservation easement. Therefore, it was decided that the LLC would simply assign its membership interest in Jackrabbit 2/3rds to Stan's existing LLC and 1/3rd to Todd's existing LLC and/or the TBJ Invest. Trust. This would eliminate the various levels of ownership and would take the LLC out of the equation completely. While this direct transfer would bypass Todd's and Stan's subtrusts, we will just treat it as having been a distribution from the family trust to their subtrusts and then from their subtrusts to them individually. The direct transfers would simply simplify the mechanics and not jeopardize the conservation easement.

MCL003207

WJ 001727

10/2/15

Tackieff, Sam, and Paul Admin
Conf. w/ Tilt Tackieff, Gene R. Rupp, CPH, &
A Com -

Tackieff appraised for \$1.5m &
has \$4.3m lib. &

Sam Tackieff 1, LLC owns
the Trust int in Tackieff,
LLC.

Bill Peterson, Esq. said they
can proceed w/ Tackieff SP

Tatrick Samuel Post

10/19/15 Conf. w/ Todd & Stan Tatrick
Berm

One of Sam's entities has
30-yr easements & if they
can be killed & new forest
put / growth, then it might
be sold for \$1.5 m net.
Tatrick LLC
① Can they

U.S. Dept of ~~State~~ DAs -
Conservation easement program

But part of Net Life is due
in Treasury

LLC

Ours Net Life \$4.3 m &
they will pay approx \$500k
to IRS to offset \$500k to
Net Life & return the 20%
amount / LLC.
Todd "

J-Krick family own 80% of LLC.
~~Jack~~ Jackrabbit LLC is owned
about ~~50%~~ 35% by Sam's Trust & 15%
Tiff & his kids' Trust.
Gov't & will not accept
Sam's Family Trust as an
Owner.

Sam borrowed from it an ILIT &
now repd - it is now 3 votes
payable to Todd, Stan & Wendy.

Todd said he will distribute
the T¹ ^{Gift of 1/3 and 1/3} but want the Sam's
trust in Jackrabbit LLC
then negotiate w/ Gov't to
extend the 30 year period to
2015, pay 15% during
we let go negotiate w/ Gov't
they might have us date
Agreements & Court order to
be signed by ^{all 3} Sam's.

Takiraka, Samuel Trust

8/25/15

Wing Lung told Takiraka & Kevin ^{Pitney} ~~Fernandez~~, CM
1.6 m ~~is~~ the proceeds of
Toll & Spie's shares of
P&I sports they inherited
(not the 6% gift)

Samuel approached ~~the~~ ^{Kevin} ~~Kevin~~
as of late / election - 11/15.
in that what Wally gets
100 shares / kids which are
huge.

T & I will have to ensure
pay all kids because Wally's
trust will not pay them.

I told them to use Samuel's
#) to fund Wally's trust &
Wally's kids get her to sign agreement
~~that~~ ~~that~~ ~~discuss~~ ~~side~~
(only one must be involved
because / comments in Agreement).

8/10/15

Patrick Samuel Hunt
San Francisco, CA

Full House Court, Inc. is
public gaming corp that
has been merged & is
proposed merger.

EBTDA \approx \$4.9m \pm 30m
is located in San Francisco
\$4.7m. Shared for sale
be

MCL003212

WJ 001732

was a ~~very~~ fine idea
PG&E assets - or just use
Gorge Canyon for water
gaining water in LV

They will have Rob with
2 pounds of Rob (Rob's personal
enclosed for ~~some~~ use
public utility ~~and~~ for
access to ~~Rob's~~ ~~personal~~
I got ~~some~~ Rob's letter
The enclosed are 1.2g

Rob's letter might be needed
in

MCL003213

WJ 001733

8/10/15 //

Jackie

- the 2 Leeward lots w/ title issues
need to go back : see what needs to be done to clear.
- Todd says bill off in revisiting the rest now until
they figure out access question : get our bills caught up.

Takriska, San Diego

5/11/15

low flow) Tell Takriska, Maria Riky (PAC)

BCM -

2014

* 950K = inc + 500K = dist

HR - Weekly, ind in front ~ 300K
left (we don't have any the -
HR will make a proposal.)

HR - PGF = 6m + 5.5m / debt

(E pit big we do not understand)

Tell will email Mark Brown

He is Roky Port ~~with~~

with the new 500K -

2014 / PGF - so they do

not have to give Guarantees

under NRB "filing" in Red

email. If he agrees Barb's

security, David = Refund only

in Payment, they will approved

PGF don't getting in Red

of course for increasing factors.

They will come up w/ plan to

approve dist. & bonds - HR

will do for & ACM will hold

receipt.

REDUCING REVOLVING PROMISSORY NOTE

\$15,000,000.00

Reviewed 5/11/15
File Outside,
June 26, 2007

FOR VALUE RECEIVED, at the times hereinafter stated, the undersigned, PIONEER GROUP, INC., a Nevada corporation (the "Borrower"), promises to pay to NEVADA STATE BANK, or order (the "Lender"), at Nevada State Bank, 1 West Liberty Street, Reno, Nevada 89501, or at such other place as the holder hereof may from time to time designate in writing, in legal tender of the United States of America, the principal sum of FIFTEEN MILLION AND NO/100THS DOLLARS (\$15,000,000.00), or so much thereof as may be advanced or readvanced (the "Loan") pursuant to the terms of that certain Reducing Revolving Loan Agreement of even date herewith between Lender and Borrower (the "Loan Agreement"), with interest from the date or dates of disbursement on the unpaid principal balance from time to time outstanding at a fixed rate equal to one and nine-tenths percent (1.90%) (the "Spread") in excess of Lender's five (5) year LIBOR/Swap rate (the "Index") as of the date of this Note until the first Interest Adjustment Date (as defined below). The rate of interest charged hereunder shall be adjusted on the first day of July, 2012, and the first day of July, 2017 (each an "Interest Adjustment Date") to a new fixed rate determined by Lender based upon the then current Index and the Spread.

LIBOR/Swap rate is to be strictly interpreted and is not intended to serve any other purpose other than providing an index to determine the interest rate used herein. As used herein, Lender's LIBOR/Swap rate shall mean the rate per annum quoted as the five (5) year LIBOR/Swap rate for U.S. Dollars by Bloomberg or other comparable pricing services selected by Lender.

Interest shall be computed on the basis of a 360-day year and actual number of days elapsed.

During the term of the Loan, principal and interest shall be due and payable as follows:

(i) interest only on the first day of each and every month commencing on the first day of July, 2007;

(ii) principal in the amount required, if any, to reduce the outstanding principal balance consistent with Borrower's obligation under the Loan Agreement to reduce the maximum committed amount under the Loan by the amount of Six Hundred Twenty Five Thousand and No/100ths Dollars (\$625,000.00) semi-annually on the first day of January and July of each year commencing on the first day of January, 2008; and

(iii) any balance of principal and accrued and unpaid interest shall be due and payable in full on July 1, 2019 (the "Maturity Date").

At no time shall the rate of interest in effect hereunder (the "Interest Rate") exceed the legal rate of interest permitted to be charged by the Lender. In the event any law precludes Lender from charging the Interest Rate otherwise permitted hereunder, the rate of interest hereunder for the period during which such rate is unlawful shall be the highest rate permitted by law. The rate of interest hereunder shall immediately increase to the rate permitted hereunder as soon as permitted by law. Any interest which would otherwise have become due to Lender but for the application of any law, shall, to the extent legally permitted, be repaid to Lender in equal monthly installments above the interest otherwise due at such time, so that the interest otherwise due to Lender hereunder, but not permitted by law, shall be fully repaid to Lender by the Maturity Date. Such payments shall be made at the time and in the manner set forth herein for the payment of interest.

This Note is issued pursuant to the Loan Agreement and is secured by, among other instruments, a Deed of Trust And Security Agreement And Fixture Filing With Assignment of Rents (the "Deed of Trust") of even date herewith from Borrower, as Trustor, to Security Title Guaranty Co., as Trustee, for the benefit of Lender, encumbering certain real property in Teller County, Colorado, and improvements thereon, as more particularly described in the Deed of Trust (the "Property").

In the event that the Loan is prepaid due to a refinancing by a financial institution not affiliated with Lender, or as a result of an acquisition of or merger of Borrower, then such prepayment shall be accompanied by a prepayment fee calculated as follows:

- (1) a prepayment fee equal to three percent (3%) of the then maximum committed amount under the Loan if the prepayment occurs in the first Loan Year;
- (2) a prepayment fee equal to two percent (2%) of the then maximum committed amount under the Loan if the prepayment occurs in the second Loan Year;
- (3) a prepayment fee equal to one percent (1%) of the then maximum committed amount under the Loan if the prepayment occurs in the third Loan Year; and
- (4) a prepayment fee equal to zero percent (0%) of the then maximum committed amount under the Loan if the prepayment occurs after the third Loan Year.

For Purposes hereof, the term "Loan Year" shall mean the twelve (12) month period following the date of this Note and each subsequent twelve (12) month period.

All payments on this Note shall be applied first to accrued interest and the balance to principal and if outstanding interest is not paid in full on a payment date, it shall bear interest like

principal at the Interest Rate. Borrower acknowledges that the foregoing, and other provisions of this Note, shall result in compounding of interest and Borrower agrees thereto pursuant to the provisions of Nevada Revised Statutes 99.050.

Borrower agrees with Lender that it would be extremely difficult or impracticable to fix the actual damages of Lender in the event that any installment of interest or principal hereunder shall not be paid when due and that Lender will incur extra administrative expenses and loss of use of funds; therefore, Borrower agrees to pay Lender, in the event a payment is not made within fifteen (15) days of the date it was due, an amount equal to 5% of such late installment. Acceptance of such amount by Lender shall be in lieu of its actual damages for any such delinquent payment of an installment. Nothing in this Note shall be construed as an express or implied agreement by Lender to forbear in the collection of any delinquent payment, or be construed as in any way giving the Borrower the right, express or implied, to fail to make timely payments hereunder, whether upon payment of such damages or otherwise. The right of the holder hereof to receive payment of such damages, and receipt thereof, are without prejudice to the right of such holder to collect such delinquent payments and any other amounts provided to be paid hereunder or under any security for this Note or to declare a default hereunder or under any security for this Note.

Failure to make any payment of principal and/or interest within fifteen (15) days after the due date thereof or to otherwise perform hereunder, or an Event of Default by Borrower under the terms of the Loan Agreement, the Deed of Trust, any other agreement or instrument securing the indebtedness evidenced hereby, or any other obligations of Borrower to the holder hereof, shall constitute an Event of Default hereunder and shall, without notice, at the option of the holder hereof, cause all of the unpaid principal of this Note, with interest accrued thereon and any other sums due under the Loan Agreement, Deed of Trust or other instruments, to become immediately due and payable. Upon an Event of Default hereunder, at the option of the holder hereof, all amounts then unpaid under this Note, the Loan Agreement, the Deed of Trust or any other instrument securing the Note or the Loan Agreement shall bear interest from the date of an Event of Default until such Event of Default is cured at a default rate equal to five percent (5%) above the applicable Interest Rate (the "Default Rate") and shall be immediately due and payable. Delay or failure to exercise said options shall not constitute a waiver of the right to exercise same at any time thereafter or in the event of any subsequent default.

The acceptance of any payment hereunder which is less than payment of all amounts then due and payable shall not constitute a waiver of any of the rights or options of the holder hereof or to the exercise of those rights and options at the time of such acceptance or at any subsequent time. Principal, interest and any fees hereunder shall be payable in lawful money of the United States of America in immediately available funds free and clear of, and without deduction for, any and all present and future taxes, withholdings, and costs or reserves.

In the event that suit be brought hereon, or an attorney be employed or expenses be incurred to compel payment of this Note or any portion of the indebtedness evidenced hereby, whether or not any suit, proceeding or any judicial or non-judicial foreclosure proceeding be commenced, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred as a result thereof from the non-prevailing party. *AL*

This Note shall be construed and enforced in accordance with the laws of the State of Nevada, except as may be pre-empted by federal law. Borrower agrees that Lender shall have the rights and remedies available to a creditor under the laws of the State of Nevada. Borrower consents to the personal jurisdiction of the appropriate state or federal court located in Washoe County, Nevada. *AL*

No waiver by Lender of any right or remedy shall be effective unless in writing and signed by Lender, and no such waiver, on one occasion, shall be construed as a waiver on any other occasion. Borrower waives any right of offset now or hereafter existing against the holder hereof.

To the extent permitted by applicable law, each endorser and guarantor jointly and severally and to the extent permitted by law waives notice of intent to accelerate, demand, presentment for payment, protest and notice of protest and non-payment of this Note; waives any and all lack of diligence or delays in the collection or enforcement hereof; and expressly agrees to remain and continue bound for the payment of the principal, interest and other sums provided for by the terms of this Note, the Loan Agreement or the Deed of Trust, notwithstanding any extension of time for the payment of said principal or interest or other sum, or any change in the amount agreed to be paid under this Note, the Loan Agreement or in the Deed of Trust, or any change by way of release or surrender, exchange or substitution for any real estate security or other collateral security now held or which may hereafter be held as security for this Note, and waives all and every kind of notice of such extension, or change, and agrees that the same may be made without notice to or joinder of Borrower.

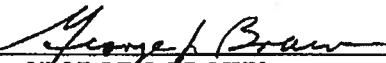
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Except for leases of portions of the Property in the ordinary course of business, in the event that the interest of Borrower in the Property, or any material part thereof, or any material interest therein is sold, conveyed, alienated, further encumbered or otherwise transferred by Borrower, voluntarily or involuntarily, whether by operation of law or otherwise, the obligations hereunder, irrespective of the maturity dates expressed herein, at the option of the holder hereof and without demand or notice, shall immediately become due and payable. In the event that the holder hereof does not elect to declare this Note immediately due and payable, then, unless indicated otherwise in writing by the holder hereof, Borrower shall remain primarily liable for the obligations hereunder and under any other instrument securing this Note or executed in connection herewith. This provision shall apply to each and every sale, conveyance, alienation, encumbrance or transfer, regardless of whether or not the holder has consented to, or waived, holder's rights hereunder, whether by action or nonaction, in connection with any previous sale,

conveyance, alienation, encumbrance or transfer and whether or not the holder has received any payments after such event.

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

Whenever in this Note a right is given to Lender, which right is affected by Applicable Gaming Laws (as defined in the Deed of Trust) or the enforcement of which is subject to Applicable Gaming Laws, the enforcement of any such right shall be subject to Applicable Gaming Laws and approval, if so required, of the applicable Gaming Authorities (as defined in the Deed of Trust). Without limiting the generality of the foregoing, Lender acknowledges that (a) Lender is subject to being called forward by the Gaming Authorities, in their discretion, for licensing or a finding of suitability as a lender to a gaming licensee, and (b) to the extent the prior approval of the Gaming Authorities is required pursuant to Applicable Gaming Laws for the exercise, operation and effectiveness of any remedy hereunder or under any other Loan Document (as defined in the Loan Agreement), or the taking of any action that may be taken by Lender hereunder or under any other Loan Document, such remedy or action shall be subject to such prior approval of the Gaming Authorities.

**PIONEER GROUP, INC., a Nevada
corporation**

By: 
GEORGE J. BROWN
Its: Director

By: 
SAM JAKSICK
Its: Vice President

"Borrower"

REDUCING REVOLVING LOAN AGREEMENT

THIS REDUCING REVOLVING LOAN AGREEMENT (the "Agreement") is made effective as of the 20th day of June, 2007, by and between PIONEER GROUP, INC., a Nevada corporation (the "Borrower"), and NEVADA STATE BANK (the "Lender").

WITNESSETH:

WHEREAS, Borrower is the owner of certain real property and improvements including two (2) casinos known as Bronco Billy's Sports Bar & Casino and Buffalo Billy's Sports Bar & Casino and the Independence Hotel located in Cripple Creek, Teller County, Colorado described in Exhibit "A" attached hereto (the "Existing Properties");

Done
WHEREAS, Borrower desires to purchase certain additional real property and improvements, including a casino known as Uncle Sam's Casino, located in Cripple Creek, Teller County, Colorado, and described in Exhibit "B" attached hereto (the "Additional Property"); and

WHEREAS, subject to the terms and conditions hereof, Lender has agreed to lend to Borrower certain funds on a reducing revolving basis in an amount not to exceed FIFTEEN MILLION AND NO/100THS DOLLARS (\$15,000,000.00) (the "Loan") to pay certain existing indebtedness in favor of Wells Fargo Bank encumbering the Existing Properties (the "Existing Indebtedness"), to assist Borrower in purchasing the Additional Property and remodel and expand the casino located on a portion of the Additional Property, and to provide Borrower with funds for working capital purposes.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and promises of the parties and subject to the following terms and conditions, Borrower agrees to borrow from Lender, and Lender agrees to loan to Borrower the Loan for the purposes provided herein. The Loan shall be evidenced by a Reducing Revolving Promissory Note (the "Note") bearing even date herewith, secured by a Deed of Trust And Security Agreement And Fixture Filing With Assignment of Rents (the "Deed of Trust"), and guaranteed by SAMUEL S. JAKSICK, JR., GEORGE J. BROWN and SHARON BROWN, husband and wife, and EVELYN B. OLIVER (the "Guarantors") by the execution of a Guarantee in form and content acceptable to Lender (the "Guarantee"). This Agreement, the Note, the Guarantee, Deed of Trust, and any and all other documents now or hereafter executed by Borrower or any other person or party in connection with or to evidence or secure payment of the Loan are sometimes hereafter collectively referred to as the "Loan Documents".

A. DISBURSEMENTS.

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Hale Lane Peek Dennison and Howard
Attorneys and Counsellors at Law
Reno, Nevada
(775) 327-3000

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A.1 Initial Disbursement. Lender shall make an initial disbursement under the Loan in the approximate amount of \$8,000,000.00 (the "Initial Disbursement") pay the Existing Indebtedness, to pay the balance due under Lender's loan origination fee in the amount of \$75,000.00, and to pay all closing costs and fees, including Lender's attorneys' fees and costs, incurred in connection with the Loan once the following conditions have been satisfied:

(a) Borrower has caused to be provided to Lender, at Borrower's expense, an ALTA lender's policy of title insurance insuring the lien of a Deed of Trust as a first priority lien on the Existing Properties, which title policy shall be in form and content and issued by a title insurer acceptable to Lender, and shall be subject only to such exceptions to title as Lender may approve;

(b) Lender shall have received evidence acceptable to Lender that the security interest in and to all personal property collateral for the Loan, including without limitation, inventory and accounts receivable, constitutes a first priority lien;

(c) Lender shall have received an opinion from counsel for the Borrower, in all respects acceptable to Lender, opining that the Loan Documents have been duly executed and delivered and are enforceable under Nevada or Colorado law, as applicable, that Borrower is legally existing under the laws of the state of its organization, is qualified to transact business in Colorado and is in good standing, and that the Loan has been duly authorized by all necessary corporate action; and

(d) There has occurred no material adverse change in the financial condition of Borrower or any of the Guarantors from the condition reflected in the most recent financial statements provided to Lender in connection with the Loan.

A.2 Subsequent Disbursements. Lender's obligation to make any disbursements under the Loan following the Initial Disbursement shall be subject to the following:

(a) Each representation, covenant and warranty made by Borrower herein shall be true and correct at the time Borrower requests any such disbursement and at the time that such disbursement is made;

(b) Borrower shall submit to Lender a disbursement request in form and content acceptable to Lender and executed by an authorized officer or other representative of Borrower;

(c) No Event of Default (as herein defined), or any event which with notice and/or the passage of time would constitute an Event of Default, shall then exist hereunder;

(d) Borrower shall provide Lender with such information as Lender may reasonably require regarding the proposed use of the requested Loan funds; and

(e) In connection with any subsequent disbursement to assist Borrower in purchasing the Additional Property, Borrower shall: (i) execute and deliver to Lender, at Borrower's expense, a deed of trust, in form and content acceptable to Lender, encumbering the Additional Property as security for the Loan, and (ii) cause to be provided to Lender, at Borrower's expense, an ALTA lender's policy of title insurance, insuring such deed of trust as a first priority lien on the Additional Property, which title policy shall be in form and content and issued by a title insurer acceptable to Lender, and shall be subject only to such exception to title as Lender may approve.

A.3 **Sublimit.** Subject to the terms and conditions contained herein, including Section A.2, a portion of the Loan in an amount not to exceed \$1,750,000.00 shall be available for Borrower's use in the development of certain real property through Borrower's subsidiary Elk Grove Village, LLC.

A.4 **Reductions in Commitment.** The maximum committed amount under the Loan shall be reduced by the amount of \$625,000.00 semi-annually on the first day of January and July of each year commencing on the first day of January, 2008.

B. REPRESENTATIONS, COVENANTS AND WARRANTIES.

Borrower hereby unconditionally represents, covenants and warrants as follows:

Doesn't say what happens if you want to

B.1 **Power.** If Borrower or any signator who signs on its behalf is a corporation, partnership, limited liability company, or trust, that it is a corporation duly incorporated, or a partnership, limited liability company, or trust duly organized, and in any event validly existing under the laws of the state of its incorporation or organization and duly qualified to do business in the State of Colorado, with requisite power and authority to (i) incur the indebtedness evidenced by the Note; (ii) enter into this Agreement and execute the Deed of Trust; and (iii) enter into any other Loan Documents executed and delivered to Lender concurrently herewith.

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B.2 **Authority.** That this Agreement, the Note, the Deed of Trust and all other Loan Documents executed and delivered to Lender concurrently herewith were duly executed, and, if Borrower or any signator who signs on its behalf is a corporation, partnership, limited liability company, or trust, in accordance with any requirements of its articles of incorporation, articles of partnership, articles of organization and/or operating agreement, or declaration of trust, and any amendments thereto, and that the execution of the same, and the full and complete performance of the provisions thereof, is authorized by its bylaws, articles of partnership, articles of organization and/or operating agreement, or declaration of trust, or a resolution of its board of directors, partners, members and/or managers or trustees, and will not result in any breach of, or constitute a default under, or result in the creation of any lien, charge or encumbrance (other than those contained herein or in any instrument delivered to Lender concurrently herewith) upon any property or assets of Borrower under any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument or agreement to which Borrower is a party or by which Borrower is bound or, if

applicable, under Borrower's corporate charter, bylaws, articles of partnership, articles of organization and/or operating agreement, or declaration of trust.

B.3 Financial Statements. Any and all balance sheets, statements of income or loss, reconciliation of surplus and financial data of any other kind heretofore furnished Lender by or on behalf of Borrower and the Guarantors are true and correct in all material respects, and fully and accurately present the financial condition of the subjects thereof as of the dates thereof, and no material adverse change has occurred in the financial condition reflected therein since the dates of the most recent financial data submitted to Lender. During the Loan term, Borrower shall provide Lender with: (i) copies of annual CPA audited financial statements for the Borrower within 120 days following the end of each fiscal year; (ii) copies of quarterly 10Q's for Borrower within 45 days following the end of each fiscal quarter; (iii) copies of quarterly internally prepared financial statements for Borrower within 45 days following the end of each fiscal quarter; (iv) copies of annual financial statements for each of the Guarantors within 13 months following the date of the prior financial statements provided to Lender by such Guarantors; (v) copies of federal income tax returns (including all schedules) and/or extension requests for each of the Guarantors within 30 days after filing the same; (vi) quarterly covenant compliance certificates certified by Borrower's chief financial officer as to the financial covenants described in Section B.4 below within 45 days following the end of each fiscal quarter; and (vii) such other financial information in connection with the Borrower, the Guarantors and the Property as Lender may reasonably request.

B.4 Financial Covenants. During the term of the Loan, Borrower shall:

(a) maintain a Fixed Charge Coverage Ratio (defined as [earnings before interest, taxes, depreciation and amortization ("EBITDA"), less maintenance capital expenditures (in an amount equal to two percent (2%) of total net revenues), cash taxes, dividends and withdrawals] ÷ [interest, capital lease payments and scheduled principal payments]) of not less than 1.10 to 1.00 to be measured quarterly by Lender on a rolling four (4) quarter basis;

(b) maintain a Maximum Funded Debt to EBITDA Ratio (defined as [interest bearing debt (which shall include the indebtedness evidenced by the Loan), plus capital leases outstanding as of the measurement date] ÷ [EBITDA]) of not greater than 3.50 to 1.00 to be measured quarterly by Lender on a rolling four (4) quarter basis;

(c) make annual capital expenditures in an amount not less than two percent (2%) and not greater than eight percent (8%) of Borrower's net revenues for the immediately prior fiscal year unless otherwise consented to by the Lender; and

- (d) establish (within 30 days following the Initial Disbursement) and maintain operating accounts with a branch of Lender.

B.5 Litigation. There are no actions, suits, investigations, or proceedings of a material nature (collectively "Proceedings") pending, or to the knowledge of Borrower threatened, against or affecting the Borrower, any of the Guarantors, the Property, or involving the validity or enforceability of the Deed of Trust or the priority of the lien and security interest thereof, and no event ("Adverse Event") has occurred (including specifically the execution of this Agreement, the Note, the Deed of Trust or any of the other Loan Documents) which will violate, be in conflict with, result in the breach of or constitute (with due notice or lapse of time, or both) a default under any Legal Requirement (as hereafter defined), or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever on the Property other than the liens and security interests created by, or referred to in, the Deed of Trust. Borrower shall give Lender written notice of any pending or threatened Proceeding or any Adverse Event promptly after Borrower obtains knowledge thereof.

B.6 Permits. Before requesting, or being entitled to, any disbursement of the Loan, Borrower shall have complied with all Legal Requirements and all material requirements of the governmental entities with jurisdiction over the Property and Borrower shall on an active and current basis maintain all licenses, permits, registrations, approvals, and other authority as may be required from any applicable federal, state, or local governments or agencies having jurisdiction over the subject-matter of this Agreement or any of the Loan Documents. Borrower shall also undertake the responsibility timely, and on a continuous basis if required, to notify the Applicable Gaming Authorities concerning the subject-matter of the Loan Documents.

The foregoing representations, covenants and warranties shall survive until all sums payable pursuant to the Note or this Agreement, or which are secured by the Deed of Trust or any of the other Loan Documents, have been paid in full.

C. DEFAULT.

C.1 Events of Default. Any of the following shall constitute a default hereunder (an "Event of Default"):

- (a) The failure of Borrower to make any payment required hereunder, under the Note, or under any other Loan Document within fifteen (15) days after the due date thereof;
- (b) The neglect, failure, or refusal of Borrower to keep in full force and effect any material permit, license, consent or approval required hereunder, or under the Loan Documents;

(c) The materially false or misleading nature of any representation or warranty of Borrower contained herein or in any representation to Lender concerning the financial condition of Borrower or any of the Guarantors, or the reasonable determination by Lender of a material threat to its security by reason of a material adverse change in the financial condition of Borrower or any of the Guarantors;

(d) The failure of Borrower to fully perform any and all covenants and agreements hereunder; provided, however, that such failure shall not be an Event of Default hereunder if such failure is not specifically covered elsewhere herein or in the Note, the Deed of Trust or any of the other Loan Documents, such failure does not relate, in the judgment of Lender, to a matter which is of an emergency nature, and Borrower performs such covenant or agreement within thirty (30) days after performance thereof is due. If such failure is specifically covered elsewhere herein or in the Note, the Deed of Trust or any of the other Loan Documents, the foregoing 30-day grace period shall not be applicable in such a situation and the grace period, notice requirement and/or cure period, if any, set forth in such other reference shall control;

(e) The failure of Borrower to perform (other than to make a payment due thereunder) as required under any other Loan Document within thirty (30) days after such performance is due;

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(f) The admission by Borrower or any of the Guarantors in writing of its inability to pay its debts generally as they become due, or the filing by Borrower or any of the Guarantors of a petition or action for relief under any bankruptcy, reorganization or insolvency law, or any other law or laws for the relief of, or relating to, debtors;

(g) The filing of any involuntary petition under any bankruptcy or insolvency law against Borrower or any of the Guarantors, or the appointment of a custodian, receiver or trustee to take possession of the Property or other assets of Borrower or any of the Guarantors, unless such petition or appointment is or has been set aside or withdrawn within sixty (60) days from the date of such filing or appointment;

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(h) Any of the Guarantors shall notify Lender of his or her intention to rescind, modify, terminate or revoke his or her Guarantee without the prior written consent of Lender, or its Guarantee shall cease to be in full force and effect for any reason; or

(i) Any breach or default by Borrower or any of the Guarantors under any other loan or credit facility now or hereafter existing between Lender and Borrower or any of the Guarantors, subject to any applicable notice requirement and opportunity to cure.

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For the purpose of paragraph C.1, whenever Borrower is provided with a period of time within which to cure any default, and such default is not reasonably susceptible to cure within such period of time, it shall be deemed cured if Borrower commences curative action within such time period and diligently pursues such action thereafter.

C.2 **Acceleration.** Upon the occurrence and during the continuance of an Event of Default hereunder, the entire unpaid balance of the Note including all accrued interest shall, at the option of Lender, become immediately due and payable and Lender shall have such rights of enforcement as may be afforded by law, hereunder, or under the Note, the Deed of Trust or any of the other Loan Documents.

D. **REMEDIES.**

D.1 **General.** Upon the occurrence and during the continuance of an Event of Default hereunder, Lender shall have all rights and remedies available to Lender under the law, hereunder or under the Note (including but not limited to the right to accelerate the Note), the Deed of Trust or any of the other Loan Documents.

D.2 **Right to Advance or Post Funds.** Where disputes arise which, in the good faith opinion of Lender, may endanger the performance of any covenant contained herein, Lender may, following ten (10) days written notice to Borrower, enter into such agreements or advance funds for the account of Borrower without prejudice to Borrower's rights, if any, to recover said funds from the party to whom paid. Such agreement or agreements may take the form which Lender, in its discretion, deems proper, including but not limited to agreements to indemnify a title insurer against possible assertion of lien claims or to pay disputed amounts to contractors if Borrower is unable or unwilling to pay the same. All sums paid or agreed to be paid pursuant to any such undertaking shall be for the account of Borrower, Borrower shall reimburse Lender for any such payments made upon demand therefor, with interest at the rate then applicable under the Note until date of reimbursement, and such advances and interest shall be secured by the Deed of Trust.

D.3 **Curing of Defaults by Disbursement.** Upon the occurrence and during the continuance of an Event of Default which may be cured by the payment of money other than under Paragraph C.1 (a), Lender, without waiving any right of acceleration or foreclosure under the Note or the Deed of Trust which Lender may have by reason of such Event of Default, or any other right Lender may have against Borrower because of such Event of Default, shall have the right to make such payment from the Loan, thereby curing the Event of Default.

D.4 **Remedies are Cumulative.** All remedies of Lender provided for herein are cumulative and shall be in addition to any and all other rights and remedies provided in the Note, the Deed of Trust or any of the other Loan Documents or by law. The exercise of any rights of Lender hereunder shall not in any way constitute a cure or waiver of a default hereunder or elsewhere, or invalidate any act done pursuant to any notice of default, or, to the maximum extent permitted by law, prejudice Lender in the exercise of any of its other rights hereunder or elsewhere unless, in the exercise of said rights, Lender realizes all amounts owed to it hereunder and under the Note, the Deed of Trust and the other Loan Documents.

D.5 Right of Contest. Borrower shall have the right to contest in good faith any claim, demand, levy, or assessment by a third party, the assertion of which would constitute an Event of Default hereunder. Any such contest shall be prosecuted diligently and in a manner not prejudicial to Lender or the rights of Lender hereunder. In the event that Lender reasonably determines that such claim, demand, levy or assessment could adversely affect Lender's interest in the Property, upon demand by Lender, Borrower shall deposit funds with Lender or obtain and record a bond satisfactory to Lender in an amount sufficient to cover any amounts which may be owing in the event the contest may be unsuccessful. Borrower shall make such deposit or obtain and record such bond, as the case may be, within five (5) days after demand therefor and, if made by payment of funds to Lender, the amount so deposited shall be disbursed in accordance with the resolution of the contest to Borrower or the adverse claimant.

E. MISCELLANEOUS.

E.1 No Waiver. No waiver of any default or breach by Borrower hereunder shall be implied from any omission by Lender to take action on account of such default, and no express waiver shall affect any default other than the default specified in the waiver and the waiver shall be operative only for the time and to the extent therein stated. Waivers of any covenant, term, or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by Lender to or of any act by Borrower requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.

E.2 No Third Parties Benefitted. This Agreement is made and entered into for the sole protection and benefit of Lender and Borrower. All conditions of the obligations of Lender to make advances hereunder are imposed solely and exclusively for the benefit of Lender and may be freely modified by Lender with the concurrence of Borrower or waived by Lender in whole or in part at any time if in its sole discretion it deems it advisable to do so. No person other than Borrower shall have standing to require Lender to make any Loan advances or be a beneficiary of this Agreement or of any of the advances to be made hereunder.

E.3 Plural Borrowers Jointly and Severally Liable. All persons, firms and/or entities, including general partners, constituting "Borrower" herein shall be jointly and severally liable to Lender for the faithful performance of the terms hereof.

E.4 Notices. All notices or other communications required or permitted to be given hereunder shall be in writing and shall be considered as properly given if mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, or by delivering the same in person to the intended addressee, or by telefax. Notice so mailed shall be effective two (2) business days following its deposit. Notice given in any other manner shall be effective only if and when received by the addressee during normal business hours. For purposes of notice, the addresses of the parties shall be as set forth on the signature page hereof; provided,

however, that either party shall have the right to change its address for notice hereunder to any other location by the giving of notice to the other party in the manner set forth above.

E.5 Authority to File Notices. Borrower irrevocably appoints, designates, and authorizes Lender as its agent (said agency being coupled with an interest) to file for record any notice that Lender reasonably deems necessary or desirable to protect its interest hereunder or under the Note, the Deed of Trust or any of the other Loan Documents. Lender shall only file such notices if Borrower fails, within fifteen (15) days after written demand by Lender, to do so.

E.6 Expenses. Borrower shall pay promptly all reasonable costs, charges, and expenses incurred by Lender in connection with the Loan, including but not limited to commitment fees, loan fees, service charges, title charges, tax and lien service charges, costs of inspection, recording fees, processing fees, appraisal fees, attorneys' fees, real property taxes and assessments and insurance premiums, and any and all fees in consideration of Lender's commitment to provide the Loan.

E.7 Actions. Upon the occurrence and during the continuance of an Event of Default, Lender shall have the right to commence, appear in or defend any action or proceeding purporting to affect the Property, or the rights, duties, or liabilities of the parties hereunder, or the disbursement of any funds. In connection therewith, Lender may incur and pay costs and expenses, including reasonable attorneys' fees, and Borrower shall pay to Lender on demand all such costs and expenses and Lender is authorized to disburse funds from the Loan for said purpose.

E.8 Commissions and Brokerage Fee. Borrower shall indemnify Lender from any responsibility and/or liability for the payment of any commission, charge or brokerage fees to anyone which may be payable in connection with the making, purchase or refinance of the Loan, it being understood that any such commission, charge, or brokerage fees will be paid directly by Borrower to the party or parties entitled thereto.

E.9 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of Nevada, except as preempted by federal law. Notwithstanding anything to the contrary contained herein, this Loan Agreement is subject to the Applicable Gaming Laws (as defined in the Deed of Trust). Lender and Borrower agree to cooperate with the Gaming Authorities (as defined in the Deed of Trust) in connection with the administration of their regulatory jurisdiction over Borrower, including the provision of such documents and other information as may be requested by the Gaming Authorities relating to Lender, Borrower or the Loan Documents.

E.10 Heirs, Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, assigns and personal representatives of the parties hereto; provided, however, that Borrower shall not assign its rights hereunder in whole or in part without the prior written consent of Lender, which such consent may be granted or withheld in the sole and absolute discretion of Lender. Any such assignment without said consent shall be void. Lender shall have the right at any time and from time to time to assign to participants or others all or certain of its

rights and obligations hereunder but no such assignment shall, without Borrower's written consent, relieve Lender of its obligations hereunder.

E.11 Time. Time is of the essence of this Agreement and each and every provision hereof in which time is an element.

E.12 Supplemental Agreement. The provisions of this Agreement are not intended to supersede the provisions of the Deed of Trust but shall be construed as supplemental thereto. This Agreement, and all representations and warranties contained herein, shall remain in effect until the Loan has been paid in full.

E.13 Legal Requirements. "Legal Requirements" shall mean (i) any and all present and future judicial decisions, statutes, rulings, directions, rules, regulations, permits, certificates or ordinances of any governmental authority in any way applicable to Borrower or the Property, including the ownership, use, occupancy, possession, operation, maintenance, alteration, repair or reconstruction thereof, including, without limitation, any Applicable Gaming Laws, (ii) Borrower's presently or subsequently effective bylaws and articles of incorporation or partnership, limited partnership, joint venture, trust or other form of business association agreement, (iii) any and all terms, provisions and conditions of any commitment between Lender and Borrower which are to be performed or observed by Borrower, and (iv) any and all leases and other contracts (written or oral) of any nature that relate, in any way, to the Property and to which Borrower may be bound, including but not limited to any lease or other contract pursuant to which Borrower is granted a possessory interest in the Property.

E.14 Relationship of Parties. The relationship between Borrower and Lender is, and at all time shall remain, solely that of debtor and creditor, and shall not be, or be construed to be, a joint venture, equity venture, partnership or other relationship of any nature, and Lender neither undertakes nor assumes any responsibility or duty to Borrower or to any other person with respect to the Property or the Loan, except as expressly provided in the Loan Documents; and notwithstanding any other provision of the Loan Documents: (a) Lender is not, and shall not be construed as, a partner, joint venturer, alter ego, manager, controlling person or other business associate or participant of any kind of Borrower or its partners or members and Lender does not intend to ever assume such status; (b) Lender shall in no event be liable for any debts, expenses or losses incurred or sustained by Borrower; (c) Lender does not intend to ever assume any responsibility to any person for the quality, suitability, safety or condition of the Property; and (d) Lender shall not be deemed responsible for or a participant in any acts, omissions or decisions of Borrower or its partners or members.

E.15 Attorneys' Fees and Costs. If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which he may be entitled.

E.16 Expiration of Commitment. Lender's obligation to disburse the Loan is further conditioned upon the execution of this Agreement and the other Loan Documents and the recordation of the Deed of Trust on or before July 31, 2007.

E.17 Counterparts. This Agreement may be executed in any number of counterparts, all of which, when taken together, shall be construed as one document.

E.18 Interpretation. This Agreement shall not be construed against the party preparing it, but shall be construed as if both parties jointly prepared this Agreement and any uncertainty and ambiguity shall not be interpreted against any one party.

E.19 Partial Invalidity. In the event that any of the terms hereof shall be held to be invalid or unenforceable by any court of competent jurisdiction, such fact shall not affect the validity or enforceability of the remaining terms hereof.

E.20 Reasonableness Standard. Except as otherwise provided herein, whenever Lender's consent or approval is required in this Agreement or any of the other Loan Documents, such consent or approval shall not be unreasonably withheld, conditioned or delayed.

E.21 Gaming Laws. Whenever in this Agreement a right is given to Lender, which right is affected by Applicable Gaming Laws (as defined in the Deed of Trust) or the enforcement of which is subject to Applicable Gaming Laws, the enforcement of any such right shall be subject to Applicable Gaming Laws and approval, if so required, of the applicable Gaming Authorities (as defined in the Deed of Trust). Without limiting the generality of the foregoing, Lender acknowledges that (a) Lender is subject to being called forward by the Gaming Authorities; in their discretion, for licensing or a finding of suitability as a lender to a gaming licensee, and (b) to the extent the prior approval of the Gaming Authorities is required pursuant to Applicable Gaming Laws for the exercise, operation and effectiveness of any remedy hereunder or under any other Loan Document, or the taking of any action that may be taken by Beneficiary hereunder or under any other Loan Document, such remedy or action shall be subject to such prior approval of the Gaming Authorities which approval may or may not be obtained. In the event that the applicable Gaming Authorities disapprove, through final agency action, one or more terms or conditions of any of the Loan Documents, then the parties hereto agree to negotiate in good faith and in an equitable manner to revise such terms or conditions so as to render them acceptable to the Gaming Authorities, and without the unjust enrichment of any party, if possible. If the parties cannot agree to any such revisions, then the objectionable terms and conditions shall be deemed null and void ab initio subject to the right of any party timely to appeal said final agency action to a court of competent jurisdiction.

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

Pioneer Group, Inc.
P.O. Box 590
Cripple Creek, CO 80813

PIONEER GROUP, INC., a Nevada
corporation

By: 
GEORGE J. BROWN
Its: Director

By: 
SAM JAKSICK
Its: Vice President

"Borrower"

Nevada State Bank
One W. Liberty Street
Reno, Nevada 89501

NEVADA STATE BANK

By: 
RICHARD THOMAS
Its: Vice President

"Lender"

Exhibit A

Parcel A:
Lots 26, 27, 28R, formerly known as Lots 28 and 29, 32R, formerly known as Lots 30, 31 and 32
and Lot 34, Block 16, Fremont, now known as Cripple Creek and Lot 34R, formerly known as
Lots 34 and 35 and Lots 36 through 40, inclusive, Block 17, Fremont, now known as Cripple
Creek.

All in County of Teller,
State of Colorado

MCL003233

WJ 001753

IN THE SUPREME COURT OF THE STATE OF NEVADA

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

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

TODD B. JAKSICK, INDIVIDUALLY AND AS CO-
TRUSTEE OF THE SAMUEL S. JAKSICK, JR.
FAMILY TRUST, AND AS TRUSTEE OF THE SSJ'S
ISSUE TRUST; MICHAEL S. KIMMEL,
INDIVIDUALLY AND AS CO-TRUSTEE OF THE
SAMUEL S. JAKSICK, JR. FAMILY TRUST; KEVIN
RILEY, INDIVIDUALLY AND AS A FORMER
TRUSTEE OF THE SAMUEL S. JAKSICK, JR.
FAMILY TRUST, AND AS TRUSTEE OF THE
WENDY A. JAKSICK 2012 BHC FAMILY TRUST;
AND STANLEY JAKSICK, INDIVIDUALLY AND AS
CO-TRUSTEE OF THE SAMUEL S. JAKSICK, JR.
FAMILY TRUST,

Appellants/Cross-Respondents,

vs.

WENDY JAKSICK,

Respondent/Cross-Appellant.

Electronically Filed
Jun 14 2021 04:45 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

Case No.: 81470

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

**RESPONDENT/CROSS-APPELLANT WENDY JAKSICK'S
APPENDIX, VOLUME 8**

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Attorneys for Respondent/Cross-Appellant, Wendy Jaksick

DOCUMENT	DATE	VOL. NO.	PAGE NO.
Indemnification and Contribution Agreement – Trial Exhibit 11	1/1/2008	1	WJ 0001 - 0010
Email - Kevin Riley to Todd Jaksick - Tahoe/Incline TSS -Trial Exhibit 441	10/28/2014	1	WJ 0011 - 0013
Agreement and Consent to Proposed Action – Stanley Jaksick Buy in to Lake Tahoe Property - Trial Exhibit 23	11/13/2015	1	WJ 0014 - 0018
Objection to Approval of Accountings and Other Trust Administration Matters Case No. PR17-00446	11/13/2015	1	WJ 0019 - 0021
Objection to Approval of Accountings and Other Trust Administration Matters Case No. PR17-00445	10/10/2017	1	WJ 0022 - 0024
Minutes of Court Appearances - Hearing	1/8/2018	1	WJ 0025 - 0026
Minutes from Scheduling Conference	3/12/2018	1	WJ 0026 - 0029
Amended Objection and Counter-Petition Re: Family Trust	3/23/2018	1	WJ 0030 - 0048
Petitioners' Status Report	6/1/2018	1	WJ 0049 - 0057
Todd B. Jaksick's, As an Individual, Offer of Judgement to Wendy Jaksick	8/29/2018	1	WJ 0058 - 0062
Motion for Summary Judgement - Michael Kimmel	10/23/2018	1	WJ 0090 - 0107
Order After Hearing	11/26/2018	1	WJ 0108 - 0110
Notice of Errata Regarding Wendy A. Jaksick's first Amended Counter-Petition to Surcharge Trustees for Breach of Fiduciary Duties, for Removal of Trustees and Appointment of Independent Trustee(s), and for Declaratory Judgement and other Relief	12/26/2018	1	WJ 0111 - 0115

DOCUMENT	DATE	VOL. NO.	PAGE NO.
L. Robert Legoy, Jr. and Maupin, Cox & Legoy Custodian's Fourth Supplement to Their Objections and Responses to Subpoena Duces Tecum	12/26/2018	1	WJ 0115 - 0118
Order Granting in Part and Denying in Part Motion for Summary Judgment	1/15/2019	1	WJ 0119 - 0131
L. Robert Legoy, Jr. and Maupin, Cox & Legoy Custodian's Fifth Supplement to Their Objections and Responses to Subpoena Duces Tecum- Priv Log	1/29/2019	1	WJ 0132 - 0138
Settlement Agreement and Release – Exhibit 584	1/31/2019	1	WJ 0194 - 0201
Wendy Jaksick's Emergency Motion to Extend Discovery Deadlines and Trial for Cause and Alternatively Motion to Continue Trial Pursuant to NRS 16.010	2/1/2019	2	WJ 0202 - 0281
Notice of Withdrawal of And Objections & Counter-Petitions Re: Family Trust and Issue Trust	2/1/2019	2	WJ 0282 - 0284
Todd B. Jaksick's Notice of Withdrawal of Petition for Reconveyance of Trust Assets - Todd	2/1/2019	2	WJ 0285 - 0288
Transcript of Proceedings - Motion to Continue Jury Trial	2/4/2019	2	WJ 0289 - 0393
Minutes from Hearing	2/5/2019	2	WJ 0394 - 0418
Minutes from Hearing-Appearances-Hearing Settlement Conference/Oral Arguments	2/4/2019	2	WJ 0419 - 0420
MCL Production - 1987-3510		3-9	WJ 0421 - 2031

DOCUMENT	DATE	VOL. NO.	PAGE NO.
L. Robert Legoy, Jr. and Maupin, Cox & Legoy Custodian's Sixth Supplement to Their Objections and Responses to Subpoena Duces Tecum	2/8/2019	9	WJ 2032 - 2094
L. Robert Legoy, Jr. and Maupin, Cox & Legoy Custodian's Seventh Supplement to Their Objections and Responses to Subpoena Duces Tecum	2/8/2019	9	WJ 2095 - 2102
Supp Declaration of Mark J. Connot in Support of Wendy Jaksick's Emergency Motion to Extend Discovery Deadlines and Trial for Cause and Alternatively Motion to Continue Trial Pursuant to NRS 16.010	2/8/2019	9	WJ 2103 - 2128
Hearing Transcript- In the Second Judicial District Court of the State of Nevada in and for the County of Washoe	2/13/2019	10	WJ 2129 - 2239
Minutes from Oral Argument	2/13/2019	10	WJ 2240 - 2246
Appearance-Hearing Settlement Conference/ Oral Arguments	2/19/2021	10	WJ 2247 - 2248
Trial Transcript	2/20/2019	10-11	WJ 2249 - 2440
Trial Transcript	2/22/2019	11-12	WJ 2441 - 2645
Trial Transcript	2/25/2019	12-13	WJ 2646 - 2999
Trial Transcript	2/26/2019	13-14	WJ 3000 - 3247
Trial Transcript	2/27/2019	14-15	WJ 3248 - 3572
Trial Transcript	3/1/2019	16	WJ 3573 - 3713
Exhibit List – Jury Trial	3/1/2019	16	WJ 3714 - 3786
Trial Transcript – AM	3/4/2019	17	WJ 3787 - 3873
Trial Transcript – PM	3/4/2019	17-18	WJ 3874 - 4058
Trial Minutes	3/12/2019	18	WJ 4059 - 4161

DOCUMENT	DATE	VOL. NO.	PAGE NO.
Todd B Jaksick, Individually, Incline TSS, LTD., and Duck Lake Ranch, LLC's Memo of Costs and Disbursements Incurred in Case No. PR 17-00445	3/11/2019	18	WJ 4162 - 4178
Todd B Jaksick, Individually, incline TSS, LTD., and Duck Lake Ranch, LLC's Memo of Costs and Disbursements Incurred in Case No. PR 17-00445	3/11/2019	18	WJ 4179 - 4188
Todd B Jaksick, Individually, incline TSS, LTD., and Duck Lake Ranch, LLC's Memo of Costs and Disbursements Incurred in Case No. PR 17-00445	3/21/2019	18	WJ 4189 - 4196
Todd B Jaksick, Individually, Incline TSS, LTD., and Duck Lake Ranch, LLC's Notice of Withdrawal of Memos of Costs and Disbursements and Supplement	3/25/2019	18	WJ 4197 - 4200
Petitioner Wendy A. Jaksick's Opposition to Motion for Attorney's Fees	3/25/2019	18	WJ 4201 - 4216
Order Addressing Evidence at Equitable Trial	5/20/2019	19	WJ 4217 - 4288
Order Denying Wendy Jaksick's Costs	4/21/2020	19	WJ 4289 - 4290
Motion to Partially Enforce Settlement Agreement	8/13/2020	19	WJ 4291 - 4315
Order to Settlement	9/22/2020	19	WJ 4316 - 4324
Hearing Transcript	11/11/2020	19	WJ 4325 - 4414
Stipulation and Scheduling Order	2/1/2018	19	WJ 4415 - 4420

DOCUMENT	DATE	VOL. NO.	PAGE NO.
Email- Stan Jaksick to Bob Legoy – Trial Exhibit 38	5/18/2018	19	WJ 4421 - 4426
Wendy Jaksick’s Emergency Motion to Extend Discovery, Expert Designation Deadlines and Trial	9/21/2018	20-21	WJ 4427 - 4763
Trial Transcript	2/19/2019	21-22	WJ 4764 - 5015
Trial Transcript	2/21/2019	22-23	WJ 5016 - 5283
Trial Transcript	2/28/2019	23-24	WJ 5284 – 5673

Dated this 14th day of June, 2021.

MARQUIS AURBACH COFFING

By /s/ Chad F. Clement

Chad F. Clement, Esq. (SBN 12192)
Kathleen A. Wilde, Esq. (SBN 12522)
10001 Park Run Drive
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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 8** 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
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Carolyn K. Renner, Esq.
Kristen D. Matteoni, Esq.
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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

5/22/17

Sam Tatrish Trust Administration
Conf. w/ Kevin Riley, CPA, Todd
John Tatrish, Mike Himmel, Terry

~~Also~~

Find Pierce dist should
have been rd 5/2/17.
(one of the closing)
Spa will tell George Brown.

It will be a \$750K per
KVR.

Wendy's, sub trust Lee Right
Holland notes, but no bank
accts. They will set up
" w/ Tim Hunter at
RBC. They then will
perhaps come to the
3 sub trusts (except 20% of
Wendy's trust will be to exp
sub trust for Luke & ~~all~~
all Todd's & Spina will
go to the 4 children
trusts until they are
funded). Wendy's dist
will be made from Wendy's

and that since Doherty
family LLC has not
been any cash at this
time.

Cap 1 also by Doherty LLC
for govt with register
from since last bank.

HR will be early /
bank's order on unit
MID note - they
will then decide how
to make kids to
bank from transfer
Doherty family LLC.

Working car exps are paid /
Doherty family LLC - don't
pay 1200 per mo.
\$60k = div + from bank
trust to bank & letter
to all kids

Address the Indian. Payment issue.
Mk suggest you decide

Inside Sam Trust -
Trust Admin

5/16/17

Monday Rem -

① DR & Rem decided
to ~~do~~ we shall not
opine on Independent
Agreement because our
opinion will create a
conflict of interest &
might not be protected
by atty - client privilege
from Wendy's lawyer.

② Re Driggin 5/9/17
lett. for me, response &
all Wendy's choices have
expired & "Note Rec (per
ILT Note) - in no default
on Note. Rem will
put together
the Pk will include planter
inc. of Wendy on Note for int. with
Toll's & Stan's ILT Note
still have bdy.
(higher if default note applies)

MCL003144

WJ 001664

25/1/12 Patrick, Sam - Rust
Confer / PDI -

Wendy gets week before
Christmas & I get a week.

2/3 & 2/4 for full family &
week weeks before & after -

8/1/12

Trust Admin - Samuel - Trust Admin.

Conrad ~~Toll~~ ^{Stan}; Mike Himmel,
877-650-2602; 835.6111 #
RCM, Kevin Rutledge

Distribution: Lex & fully
funded & T's & S's bills
trucks are partially funded.
Lexus is not funded at all
yet because it is 20%
of what Wendy gets (as
said).

The Indemnity Agreement -
Stan the one who signed
w/ Toll's IP because
he pays his 1/2 &
Toll's got paid by ST
from Trust per IP.

EG

Montreal Development Co -
Trust owns 1/2 &
it owes big \$ in
June

TT - we have never asked
for \$ to repay but
have hope TB.

TO - Tacklet left -
2.7 - cost to pay
2.5 m (2.4 p m)

On field, some lost in flume &
need to be repaired

Tacklet cost 6.7 m on OOD
to let / program has been
made.

MK - They will need to
return to the
to add 3/15 1/17 - little
joining ~~the~~ 220, 595
Indemnity to claim.

We will be research TB &
give fees on apia

MK - Sam's
Cemetery plan to pay
room - cell per TB
pay for them.

(7)

KR - Ag Get it in 11/12
be very 9/12 to avoid
\$1200 / 1/2 of the penalties but pay
\$4500 in int.

550 Bonds in single parcel
owned by Son's Farm Trust
so Trust has to pay it.

Samuel Takiside Family Trust

4/10/12

Conf of T & S, ^{J. brick,} Kemi, Mike H & Bern -

Kevin says all from on, G.I. the way

for 16 & 17

Told transferred to from sulphur
to main family trust.

San T. Hills - Family Plot

4/2/17

Condon / Toll T. Hills -

2 letters, - one to Sam
has fee of ~~150~~ 150'

From post & " " Toll "

" " " 150'

" " in 2006

Send ^{letter} to Tim, Kevin & David
payee (vegas) fee ladies.

Takeside, Sam

1/18/16 Conf/ Stan -

When B-H sale closed, Ben rec'd
Told ~~me~~ repl AG what?
seemed by the way

Lakebridge Golf Course has been
paying ll. Part exp. &
lists. & is owed \$470k for
making plans for fruit (to study.)

Wendy over Lakebridge took a
ll pay. Stan has salary.
About \$200k is left in ll & it
was transferred:

Mountain Golf Club Hldg Co
owned by Takeside LLC

3/1/17

Tobrick, Samuel Trust Admin
Conf. w/ Todd & Stan Tobrick, Kevin
Riley, CPA & Mike Kimmel, Esq. -

① Stan will wire Wendy; March
paymnt John & Dan will email
Dana.

telling w) ② Mike Kimmel ~~will~~ suggest
\$5000 per mo. for 2-3 ^{more} mo.

③ ^{Sam's LE} Trust over Wendy ~~Trust~~ ~
\$300k. Trust will pay Tobrick
Family LLC so it

④ Payoff Ag Credit left it
Kevin determines it will save
tax & it will save more
in ~~cost~~ than prepay
penalty. Todd says all pigs
that were bought up for the house
have been sold & sale proceeds are in escrow

MCL003153

WJ 001673

by family buying brown, so Pelt does not want to repay any of the credit first pay on the loan.

I then says he is ok w/ this but maybe use other indemnities under Sam's agreement at this time.

(5) Sam bought 75th plot at cemetery & wanted house shop on it. Pelt has been used & land objected. They also will purchase plot & upgrade for people's interests. I told them to go back on with Pelt for several weeks, w/ Sam.

(6) How to start fitting - discussed upon a problem (down side).

Sam Taktich's Debt

2/6/17

met w/ Todd & Sam Taktich,
Mike Himmel, & Kevin
Riley, CPA

Todd said sell asset A &
apply proceeds to liabs
w/ ~~to~~ to his ~~to~~
Indemn Ho

Mk asked if all liabilities
pl by Todd & all assets
are spent, will there still
be debts that Indemn
Agmt says Sam should
pay?

Todd said that impossible
to answer at this time

" " he house mortgage
is in FR & he has ~~not~~ ~~not~~
asked Todd to pay it & he has
not said that will
happen.

Todd said his home
meets benefits fairly
to some degree & goal
of all the kids is to get
to get rid of them.

1/30/17 Sun O-Kiebs Post Affairs
Lantey Todd & Spn. T. Kiebs, Mike
Himmel, Kevin Ripley, & BCR

① Index Only to Kevin Ripley

② B-H - has cash proceeds -
S- say that will cover big
taxes due.

③ See notes on Kevin's, Settlements
of S & R family post 1/1/17.

1/25/17 Sam T. Hild Rust - Trust Admin
Can Fund DAL, BCM, & Herin
Rafey, ~~Don~~ Sam T. Hild, & Mike Kinross,

① Production
Item 25626-32 is up her Hild
he is sending BCM lots/info.

② AG Credit

Told Sam purchased AG
Homes - 1% Told
49% Sam up AG
Credit & ~~it~~ to
them personally & secured
by HC land.

WOT T. Hild Trust was funded
w/ HC land & AG Credit
released that & was - all the land
of all other T. Hild land, incl
B-H land.

R-House Sam &

AG Credit until \$ prob
eght p release B-H land

MCL003158

WJ 001678

#429k / \$800 ~~is~~ still in B-H bank acct
Toll transferred all his PBI proceeds,
p. Sam's Trust & then #435k was pd by Sam's
trust straight to escrow /
sale p / B-H bank to
Burning Man.

Spa president #48k to then Gov
Bureau.
" " #474k

③ Points to bonds & transfer
object on behalf of G. Gunkel's
trusts.

There is #2m / cash in
Sam's Trust after Sam has
returned bar

KR - Direct Ldr \approx \$2.3m but some
are covered by assets that
are worth \approx covered.

However, contingent Ldr are
unknown -

Sam's Trust Rec from White Pine cannot
be repl - contribute to cap 1.

2

④ Toll: Indemn. Agreement
SO says Toll should let
it go to let G-C Trust
be funded.

③ cont'd - ~~Sam's front~~
Tate's Family LLC in
delivery check today for

50-
 (B) ALSB, ~~is paying~~ ^{has} ~~been~~ ^{own} ~~to~~ ^{to} Gen Brown &
~~to~~ ^{to} ALSB wants to know "864 from
 Sam: Don't to say Gen Brown of any exp.
 LLC amount I / etc & Sam knows
 # 2904 from ^{from} ~~it~~ ^{it} is due next ~~to~~ ^{to} me &
 I'm getting it extended for
 # 25 to give a print 2018 was want
 you for lot sale but there is an
 interest now!

Sam owes ALB \$ + some
\$86k can be ~~set~~ segment

ALB
And ALB ^{cur} 1114 to Sam..

ST - ALB's 3 lots are
worth \$700k - approximately -
2 golf course lots (25k & 30k)
+ one other lot worth \$150-200

\$114k + \$86k = ~~all~~ ^{just ALB's} ~~segment~~ ^{Sam's trust}
after \$86k loaned money.

Bright followed cash? -
never discussed.

Tikide, Samuel - Trust Admin.

1/10/16

Conf. w/ Mike Himmel, Stan &
Todd Tolkier, Kevin Riley

① Jack's will was dict. about 1/2
2/3 ^{1/3 for Wendy} Stan ^{1/3 for Wendy} Todd when Wendy
stood for sign. All transactions since Sam died
from contribution by Sam's leave
left, pretty manageable
Douglas & Brown made their cap'l contribution

② Wendy's ~~Sam's~~ life insurance
TJ - get couple of options
until Luke reaches 18
Get bid

③ Sam's trust estate - he won't
make it but it is all in his
sub trust
Kevin says Stan used 430k
off from his sub trust that he
was late with which is owned by
Stan, Todd, & Wendy & it is gone from
LR. About 10k remains now

(4) Tee's fees

(5) Sam's fees, Kim's fees

What assets were in Sam's LLC I
in addition to J. and what was the LLC worth?
BCM's personal assets Kim's
2/3 was the half for Wendy. Can
they now agree to return it to Sam's trust
to help make 'back in debt to
9 children - 300k for Kim's; 200k for TRL, &
140k for Lee; (later gets 20% / Wendy)

Takside, Samuel East Planning

11/9/11

Confers Geoff Greenert, & David at
Sam Takside -

The Three houses ^{was} appraised
a couple of years ago.

They might now sell house
for \$16m in 1031 for
another ~~\$8m~~ ^{\$10m} + 2 in 4m
house

Discussed tax & gift consequences
related in mortgage, and possible
"facilitation".

They will send me tax return audit
analyses & they will be
simultaneous early

Takeide, Samuel - Testimony

10/5/11

Cont. w/ Geoff. Present -

Sam was worth \$240k - \$250k
several yrs. ago & publy
\$75m - \$100m now & doesn't
totally ill if not.

\$6m in LA 1. From Trust

plunged money ~~Sam~~ ~~will talk to~~

long time

more 11

Geoff will talk to Linda
suggest be let us
prepare a project / sit &
exp. plan & death taxes
because atty - client
priv. (to make Sam is
very private).

Friday, Jan 27
Est. Plan

4/8/08

Conduct J.D. Dicks, Nixon
Riley, CPA & Geoff Stewart -
916 - 488 - 8360

Do new Tru Tru for
some work in the

currently have no value but
will appreciate a price.

RII, 5000 as of

The note, it is now evidenced it
will be valued 8/1/08.

Grant will value the note
with interest to Bright Holland,
a div. corp. then I'll go
get them out / copy?

It is, will have to be ^{installment} call
to defective trust.

Q They might ~~the~~ put it
into ^{into} copy & go public w/
it. Don't putting it into trust
of that? [?]

(over)

②

Leads does not want pay for,
but says I will repay
some.

Tuckers = Horse Camp

11/14/77

Unkly Tuckers farm & back
furnish -

8000 ac ft/water will not work because
they own 1/2 of it &
trust will have no way
to pay it.

Tuckers Rabbit run, DR ranch &
Smokey Creek.

Bright Holland has 1 acre
Smokey Creek - w/

BH is 1 crop up ^{over} 2-3 yrs
left for BFG issue

BH has 40 ft ac / land
~~400~~ lots of water. By
want 8000 ac ft/water
distributed out & gifted to
new IDITS

Sale on dirt / 8000 ac ft/water
+ 1400 ac / land.
from BH to

(over)

Udler has 12 ac ft/water

MCL003169

WJ 001689

TO - In next few months,
they will dig water into
Artificial, from city of
municipal.

met life against Paul
Robb @ 21m & that
missed 24.8 m / water &
have now added it & Paul
does not incl 1.0 m
frank creek water. Low & se
water is not as certain.

Game plan is -

① Todd will talk to Kevin
re getting water into ~~the~~ water
to water & land cult /
B-H w/ by side or dirt @
least we have warehouse.

② Talk to two Davis water
engineers but the offering
are artificial water to the
Tump up land:

③ get approval from Kent
Henderson.

(2)

(3) Put water on water & land
into new LLC that cover
water up to land & B-H

get on roll

(4)

Transfer to the trust

now on LLC's trust &

TO's Trust Trusts -

depending on ~~the~~ how they

feel about their designated

trusts.

MCL003171

WJ 001691

12/6/06 Patrick - Home ~~to~~ Camp
Conf. w/ Heather Tynes / Meredith

Carole Everett is Pres. / Meredith
is on B.D. / Mrs. Carl Lawrence
Home Camp is donating 1000
acres by the end of the year.

Tobias, Sam & Todd

6/5/06

Can Sam Todd Tobias

Sam said alleviate ^{month} trust for
Tobias - the law adequate
cash out.

Also keep to the house as a house -
Come for Tobias, then split
4 ways of cash & money.

Todd said change law TA to
provide max tax - free sum
to drop for kids & he has
P.L.T. of 3m up to kids & 1m up
his wife & 1m up to Tobias for law.

Remove ^{asset} Tobias report in house
Riley (up?)

Todd Jackson

- see attached Merit 1 Disbursement of Assets Trust

- GST upon death - all to issue by right of representation

MCL003174

WJ 001694

4/20/06/11

Single transfer
Trust R-TIP
provisions null
(st. law)

Sam Jackson - Rhode trust documents.

- wants to find the credit shelter trust - 75 million
provision for credit ^{allow} trust in relation to marital trust

if they can't pay the taxes because of non-liquid assets

one dead need to give reason to disclaim

one need to make sure that the disclaim provision is

right and that any property disclaimed goes to

Marital Trust and remove the marital deduction

trustee provisions ok

- Decedent's Trust to be generation skipping trust in exec form

- make sure generation skipping language is accurate

- Decedent's Trust divided equally between 3 kids as the issue

however basis share received '15 not allocated to

↑
spouse not
"beneficiary"
Marital Trust
- ss. non generation skipping, the other two kids share the same inheritance
pretty well drafted

- Special provision for Taker basis p. 12-13

- goes to credit shelter trust unless disclaim to Marital Trust

- no, so automatic, used by wife ^{3rd} for ~~her~~ ^{her} ~~longer~~ ^{longer} until sold

to be sold in equal shares when the wife

EJM is up to spend on M. as

- will require research of funding options for about share of pension

Cover letter - explain that estate tax coming out at 75 million

- explain that Home Corp provisions eliminated

- explain that we can't guarantee that the funding provisions are effective

* Make sure Trustee can execute disclaimer

IRC '2518 - disclaimer provisions

NRG 120

(3)

~~T. Krich, Sam + Told~~
~~Geoffrey, Told~~

4/14/06

Con f. w/ Geoff (w/ Sam + Told) Told -

* 2.8m bank debt will be moved off
the Home Corp paper.

Adm.
Ad / ~~Ad~~ cont'd

⑧ Marital Trust that has U.S. &
corp, loan it

Log 1-1, trust \$35m
+ Credit Melt

Log 1-1, trust \$25m

Add GST lang, P. death

Tech loan, c. \$11m - \$12m
(for \$5.4m) - Add, P

P Credit Melt trust, it
can be sold in but so
discovered

①

T-birds, - East Shore

4/4/01

Looking off coast, Todd &
Sam Thoresen.

Sam's T.A.

Exp. pl by M. + 2 Thors,

Then Thorsen's to Todd &
Pier Thorsen to 1st

72.5 m to East Salt Lake
dist. 3 ways, among T, S, and
only (less 1.5 m from lake)

Then Thorsen's to East Salt Lake
If not, to 1st Thorsen's
Then with other families
members in use

Dist. to W. from M. + 2 Thorsen =
dist. to + 100 m. and from
hatched from here, and.

Sam

Dist. from East Salt Lake to 2
thick p. p. 13 + 14
Have camp in Todd's shore

MCL003179

WJ 001699

1.6

Tax = Sum, then (then,
 Padd & the benefit; then
 then Hoff as a-then;
 then success (Padd money)

10/11 Taxable: ① Profit after 00 = $555,000 + (.45 \times 21m) =$
~~credit =~~
 ② Tax, then price &
 discount + 22.5 m
 10,005,800 less credit on 2m
 equiv. ($555,000 + .45 \times 500k$) - 780,800
 $10,005,800 - 780,800 = \underline{\underline{9,225,000}}$

③ to SI can make assets
 productive per 8.30

④ Had both GST long
 connector - make 5 crop
 long.

⑤ H. GST provision

⑥ Tax on house?

⑦ Appointed / off-tax - to 22.5 m?
 ⑧ Tax from the interest, then on
 10/11

7.22.1 Trust:
 - 2 trust - Capital Gains & Income
 - 2.5 Exempt from Capital Gain Tax

Issues:

① Est. taxes on death ^{780,000} ~~125,000~~
~~4,950,000~~ + 555,000 = 5,505,000 -
5,505,000 - 780,000 = 4,725,000

② Tax have power to disclaim

③ IV can make asset, production

④ Health better, GST long +
connected + much if corp long.

① No GST

Confing old B-H N Bright - Holland Corp (Follett's)
6/2/17 Follett's - issues, not over, + they
have pl all issues, in d. 3064 I for early, Td,
Hem + Wendy, B-L
1 sup in up Tim Hunter
some has been in used in
some rate situation
in use

Jahrick, Samuel Hunt

9/13/90

Joining BC, Daddy Stan
Jahrick + Kevin Rice, CA.

Stan says ^{Monday} Wednesday T & F
get him each 134.
Bright Hill ~~2~~ 500 kg.

BC and GR - weekly feed
at home. Daddy Stan.

Todo - go thru list for
Shi Agent

1/4 - [unclear] [unclear]

John Doe, Sam Trust Admin

9/5/16

Confer Ben Todd & Stan - [unclear]

877-650-2602 & 835-1111

To Do:

① Send 706 & inc. to return
policy

② Find PGE in our file

③ ~~Terminate~~ They will not
be [unclear] [unclear]

④ Terminate - Stan & Todd
got 15K [unclear] a couple
[unclear] [unclear]

Kill Terminate 3/31/16 - 10-10-16
for [unclear] 36.50-57.11

Don't [unclear] [unclear] [unclear]
8/31/16. [unclear] [unclear] [unclear]
time - [unclear] [unclear] [unclear]
rate of time change.

Todd

1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 2680, 26

7

TJ - The list from
J&K Family LLC should be
to JT & TJ as priority &
They have given it all
to Wendy -

#6 us, but cash from sale
J&K will not pay all
of list as they prefer
to be in independent
with J&K bills at time

Wendy
for 706 Wendy is only to
get 706.

Wendy paid EMT in 178,
as she is agent for
in the company in the state of TX.

TJ - We might still force
the company to pay
their bills and have to
pay the debt of company
to us as well.

Sam Takrich Family Trust

8/30/16

Conf. w/ Todd & Jan Takrich,
BCM & Kevin Bailey -

ST & TS -

A. & B. TS will write
up proposal re indemnified
they will resolve between
themselves.

HR - Up to May 2016, no
trees' fees were pl

TS - Trees took "15-18k"
a couple of yrs ago.

HR - points to Wendy as
from Takrich Family LLC
which was created prior to
equalizing T's & S's into
in Helen's est. But
the excess net was distributed
to Wendy since?
There is not enough cash (1/2 m)

1CR - Sam's pers debt

Tekish Family LLC has² PPL
payable from Wendy.

① 11/25/14 = PPL for ~~26539~~ ^{per agreement} 26539

Many advances have been made
to Wendy on these advances &
Jill has gotten checks
signed by Wendy every time &
has print & account records

② PPL from Wendy to Trust ^{Family is dated 11/25/14} for \$
159900. It's unsecured.
But only due in one year.

G(2)

Stan told Wendy they could not afford to support her any more.

TJ - Five sent for Wendy - Thorton
Anderson, CPA + then 3 other
monitored + pd ~~the~~ all
Wendy's bills.
After Sam died, ~~the~~ Jess
& Todd tried to do this
until Wendy moved to
LV a yr ago & Stan
took over & put \$
in bank acct for Gorman &
power & Wendy took it &
then they had to pay her
bills. In last 2 mos,
they gave her \$30k.
Suggest: Dunham or Premier, not well,

In Mid-July, KR wrote
email to Wendy that all
\$ from PGI was to go
back

RR - Sale / PGI will be
3 sep date - 2 have
rec'd & 3d is next
May - approx. \$1m for
ST intr.

He has expected parent
share for both T's & S's
intr. ~~that~~ He told them to
transfer net proceeds to
Family Trust in mid Oct.
Tull put back in \$?? 1.8m.
He then has refused to
put his back because
of the marital dispute.
Allocate to Fly Ranch

Stran had rep. atty - Phil
has it live - big day once
found out ~~the~~ ^{the} ~~the~~ ^{the}
be re-written

①

Patrick Teurt Admin

8/29/16

Conf by ~~Patrick Thomas CPA~~
BCM, Todd & Susan Teuricks,
& Kevin Riley, CPA

A. ① Procs. of PGE side to
Family Trust

✓ less exp' gas

✓ ② Indemnity

C. ④ Trustee's fees & exp. - Pen
(any thing to that pt.)

D. ⑤ Prof fees

Motion for Trust
BCM says No

Put to Trust in whole
of - BCM - No

E Production - Jess

E (3) Call Dana - T, S + H - OK

F Amend ~~Trust~~ Accounting up-to-date?
Through

Dirb from Trust? None kept
assets to be sold & money would appear
✓ Fees Wendy will pay

(4) (6) Est. 6/66 - release
pay off

(6) Inc. too

(3)

TT - In '06, '07 T & Sam
were working on lot 1
issues & Stan & Wendy
did not get involved &
issues were difficult &
Sam said he was concerned
if ~~the~~ things went ~~bad~~
badly, he wanted TT
protected. Assets have now
been sold to pay the
~~debt~~ debts & TT thinks
he should be reimbursed
for these & he is offended
that he has this issue
now - he says he ~~is~~
incurred debts to save family's
estate. Trust is not in stage to
distribute

HR - Wendy ~~has~~ we learned it
from ~~an~~ entity

Sam 7/13, they have given Wendy
\$370k from The Inc's (grandmother's)
share / like wife

HR - Before Jim died, he gave
V, T & I 33% each /
Lake ridge & Montrose Golf.

HR - Jack Abbott & some non-performing
notes & White Pine in)
neg. time to ^{stop} ~~start~~ Todd
(White Pine ~~because~~ ^{because} windy
would not sign-B on side of
other door) -

(3)

TS - They ~~gave~~ gave Wendy
\$29k in the past 2 mos
& that incl. 3 mos
house payments

HR will get items 1, 4, & 5. &
Jesse will put the rest together.
Send to us to send to

Diana
4 & 5. Don't exist but orig
are in 706.

We will get 8, 9, & 10.

Takovich, Robert Samuel

6/6/16

Confidential Takovich

Ed it only

Sent for so they can receive Pen-
Charitable Contribution

MCL003198

WJ 001718

~~Produce~~ J. Kirk, Council -
Trust

5/31/16

Confer. Kevin Riley, UPR, Stan +
Todd J. Kirk, & BCS -

Patel sales business plan
was \$100K total for Dan,
Mara + George Brown (i.e.,
Ore. who guaranteed PG&E debt) +
1/3rd to other buyers.

Stan signed check + Todd
has not yet + Stan got his \$.

Kevin Printer PG&E van co.
has during due diligence period
for budget + he printer audit
financials ~~with~~ budget will
come in 7/16. Todd liked it
in B is good enough so he
will take his sales proceeds

ALL (over 100% by Sam's trust)
~~But~~ ALSB also Geo. Krown +
Sam guarantee it, so the trust
will loan \$ to ALSB + repay
Geo + secure w/ lot. It has 3
lots & one is listed - for \$155K in net
a good use / maintenance - not on
gold corner.

MCL003199

WJ 001719

Tatrick, Journal Trust Memo

5/16/16

Conf. w/ Todd & Stan Tatrick,
Harris Ritz = BCM -

HR - There is no plan to
liquidate corp & to have
high basis that cannot be
used up. redemption /
liquidation / corp. Estimating shall
Distributors say final point has been
~~made~~ ~~made~~ will be
made 12 mos. after closing.

HR - must be able to carry all
their stock in 2016 to take full
adv / their stepped-up basis.

Ask Steve
West

Waiver is too broad - it covers
items they do not know about.

" "

HR = by either liquidated
into a liquidating trust or
" LLC.

Stan will talk to Co. Board who
has Peter Jacoby & will deliver
from the Release are
signed - he will talk to Co.

can't be let because to
release the bond is 12, and
want their longer right
of copy for year to word
life release & release all
spit in 2016. Can't let in
copy. Please, here.

Rem - e is but dist? If
say, can they be made at different
times - can they be upheld
until Release is signed?

He will look at Agent's file
to see if signature is
prohibited

(Jackie)

5/9

Use this one
look at P:// for
single unmarried woman

Cover letter
"Attorneys for Todd
Jackie"

Use form of Todd's trust
as basis. Then put
Single Unmarried woman
language in to show
all her stuff cpts given
to him outright versus
her super elaborate
distribution.

MCL003202

WJ 001722

1/13/16

W-t of TSD J. K. K. K. : CRL

SST Issue T-est - TSD Failure deal

- Steve: CRL has been asked the question the item
begin, usually he's not and he's instead tried to get
them to pay him 'look to sign

(*) - is there any requirements that the contract or can they
just move forward with several months period?

TV 00

① Confirm that the TSD Failure Parameters have not changed
under approval.

Takelby, Samuel

1/11/16

Conting. Todd Takelby, from
Nile, CPAC, the Takelby

SLC / Bruce Bille, from
not Jared.

100% / provided, from Nile
will not say all
debit.

CP = 9m net
IRI - 1m inc. there
\$550k at base

- ① Bride Holland - Sam added 10.4m net.
- ② Buckham 600k "net life & set"
- ③ Net life 4.3m
- ④ Smoke gear ^(pick up) over the net life 4.3m
- ⑤ White line
- ⑥ Fly, bagging
- ⑦ Krow 6.1m net life
- ⑧ Gable net 4m net.

#2 m in

① 10 Rock base up w/

Do not

White Pine Road and the
large for back back
by Jack rabbit - covered to
fed common for game

Wendy demands 1004 - 1004
sign the doc ^{301 to} Jack rabbit doc.
Dinner to value to it
not to Wendy.

Considered ^{Not} Open Action to
Wendy keeping us busy at last.
The go for it & say to
Wendy to use it at & that
will be as it is already.

~~Be~~ Tarkenton, Samuel - Turt
~~Be~~ Tarkenton, Samuel - Turt

12/1/18 Conf. w/ T38 Tarkenton, Samuel
Tarkenton, Samuel

Merge 52 LLCs into one merged 13
76.1255, 86.161 100

86.071, 081, 095, 131,
146

246 1. 491.2, 140

~~86.1255~~ 92.1101

MCL003206

WJ 001726

MEMO TO FILE

Date: 11/25/15

Re: Conference call with Todd Jaksick and Kevin Riley re: Jackrabbit

It turns out that the proposed assignment of the Samuel S Jaksick Jr I LLC 50% to Todd's subtrust and 50% to Stan's subtrust will not work. It turns out that this would end up with Todd's total holdings or assets exceeding the limit set by the govt. with respect to the granting of the permanent easement. So it will be necessary to reduce the amount of Jackrabbit that Todd owns, and also necessary to reduce the levels of ownership to meet certain of the govt. requirements as well. They desire to accomplish this by having 2/3rd of the Samuel S Jaksick Jr I LLC ownership interest in Jackrabbit be transferred to Stan, either through the LLC or his subtrust or otherwise, and 1/3rd to Todd individually. Todd is then going to transfer/gift most of his ownership in Jackrabbit to the TBJ Invest. Trust for the benefit of his kids. This will reduce his ownership interest and will allow the conservation easement to proceed.

After discussing possibly distributing the LLC 2/3rds to Stan's subtrust and 1/3 to Todd's subtrust, liquidating out the 1/3 interest in the LLC and transferring the corresponding Jackrabbit interest to Todd's subtrust, transferring it out of Todd's subtrust to Todd individually, and then Todd transferring it to the TBJ Invest. Trust. This would probably be the most formal way to do it, but also the most complicated. Also, since this would result in Stan now having two different LLCs with ownership interests in Jackrabbit, it would probably create too many levels to satisfy the govt. requirements.

After much discussion, it was decided that the best way to do it was to keep it as simple as possible in order to ensure compliance with the govt requirements and not jeopardize the conservation easement. Therefore, it was decided that the LLC would simply assign its membership interest in Jackrabbit 2/3rds to Stan's existing LLC and 1/3rd to Todd's existing LLC and/or the TBJ Invest. Trust. This would eliminate the various levels of ownership and would take the LLC out of the equation completely. While this direct transfer would bypass Todd's and Stan's subtrusts, we will just treat it as having been a distribution from the family trust to their subtrusts and then from their subtrusts to them individually. The direct transfers would simply simplify the mechanics and not jeopardize the conservation easement.

MCL003207

WJ 001727

10/2/15

Tackieff, Sam, and Paul Admin
Conf. w/ Tilt Tackieff, Gene R. Rupp, CPH, &
A Com -

Tackieff appraised for \$1.5m &
has \$4.3m lib. &

Sam Tackieff 1, LLC owns
the Trust int in Tackieff,
LLC.

Bill Peterson, Esq. said they
can proceed w/ Tackieff SP

Tatrick Samuel Post

10/19/15 Conf. w/ Todd & Stan Tatrick
Barn

One of Sam's entities has
30-yr easements & if they
can be killed & new forest
put / growth, then it might
be sold for \$1.5 m net.
Tatrick LLC
① Can they

U.S. Dept of ~~State~~ DAs -
Conservation easement program

But part of Net Life is due
in January

LLC

Owes Net Life \$4.3 m &
they will pay approx \$500k
to IRS to offset \$500k to
Net Life & return the 20%
amount / LLC.
Todd "

Takiraka, Samuel Trust

8/25/15

Wing Lung told Takiraka & Kevin ^{Pitney} ~~Fernandez~~, CM
1.6 m ~~is~~ the proceeds of
Toll & Spie's shares of
P&I sports they inherited
(not the 6% gift)

Samuel approached ~~the~~ ^{Kevin} ~~Kevin~~
as of late / election - 11/15.
in that what Wendy gets
100 shares / kids which are
huge.

T & I will have to ensure
pay all kids because Wendy's
trust will not pay them.

I told them to use Samuel's
#) to fund Wendy's trust &
the kids get her to sign agreement
~~that~~ ~~that~~ ~~discuss~~ ~~side~~
(only one must be involved
because / comments in Agreement).

8/10/15

Patrick Samuel Hunt
San Francisco, CA

Full House Court, Inc. is
public gaming corp that
has been merged & is
proposed merger.

EBTDA \approx \$4.9m \pm 30m
is located in San Francisco
\$4.7m. Shared for sale
be

MCL003212

WJ 001732

was a ~~very~~ fine idea
PG&E assets - or just use
Gorge Canyon for water
gaining water in LV

They will have Rob with
2 pounds of Rob (Rob's personal
enclosed for ~~some~~ use
public utility ~~and~~ for
access to ~~Rob's~~ ~~personal~~
I got ~~some~~ Rob's letter
The enclosed are 1.2g

Rob's letter might be needed
in

MCL003213

WJ 001733

8/10/15 //

Jackie

- the 2 Leeward lots w/ title issues
need to go back : see what needs to be done to clear.
- Todd says bill off in revisiting the rest now until
they figure out access question : get our bills caught up.

Takriska, San Diego

5/11/15

low flow) Tell Takriska, Maria Riky (PAC)

BCM -

2014

* 950K = inc + 500K = dist

HR - Weekly, ind in front ~ 300K
left (we don't have any the -
HR will make a proposal.)

HR - PGF = 6m + 5.5m / debt

(E pit big we do not understand)

Tell will email Mark Brown

He is Roky Port ~~with~~

with the new 500K -

2014 / PGF - so they do

not have to give Guarantees

under NRB "filing" in Red

email. If he agrees Barb's

security, David = Refund only

in Payment, they will approved

PGF don't getting in Red

of course for increasing factors.

They will come up w/ plan to

approve 500K + 500K - HR

will do for & ACM will hold

receipt.

REDUCING REVOLVING PROMISSORY NOTE

\$15,000,000.00

Reviewed 5/11/15
File Outside,
June 26, 2007

FOR VALUE RECEIVED, at the times hereinafter stated, the undersigned, PIONEER GROUP, INC., a Nevada corporation (the "Borrower"), promises to pay to NEVADA STATE BANK, or order (the "Lender"), at Nevada State Bank, 1 West Liberty Street, Reno, Nevada 89501, or at such other place as the holder hereof may from time to time designate in writing, in legal tender of the United States of America, the principal sum of FIFTEEN MILLION AND NO/100THS DOLLARS (\$15,000,000.00), or so much thereof as may be advanced or readvanced (the "Loan") pursuant to the terms of that certain Reducing Revolving Loan Agreement of even date herewith between Lender and Borrower (the "Loan Agreement"), with interest from the date or dates of disbursement on the unpaid principal balance from time to time outstanding at a fixed rate equal to one and nine-tenths percent (1.90%) (the "Spread") in excess of Lender's five (5) year LIBOR/Swap rate (the "Index") as of the date of this Note until the first Interest Adjustment Date (as defined below). The rate of interest charged hereunder shall be adjusted on the first day of July, 2012, and the first day of July, 2017 (each an "Interest Adjustment Date") to a new fixed rate determined by Lender based upon the then current Index and the Spread.

LIBOR/Swap rate is to be strictly interpreted and is not intended to serve any other purpose other than providing an index to determine the interest rate used herein. As used herein, Lender's LIBOR/Swap rate shall mean the rate per annum quoted as the five (5) year LIBOR/Swap rate for U.S. Dollars by Bloomberg or other comparable pricing services selected by Lender.

Interest shall be computed on the basis of a 360-day year and actual number of days elapsed.

During the term of the Loan, principal and interest shall be due and payable as follows:

(i) interest only on the first day of each and every month commencing on the first day of July, 2007;

(ii) principal in the amount required, if any, to reduce the outstanding principal balance consistent with Borrower's obligation under the Loan Agreement to reduce the maximum committed amount under the Loan by the amount of Six Hundred Twenty Five Thousand and No/100ths Dollars (\$625,000.00) semi-annually on the first day of January and July of each year commencing on the first day of January, 2008; and

(iii) any balance of principal and accrued and unpaid interest shall be due and payable in full on July 1, 2019 (the "Maturity Date").

At no time shall the rate of interest in effect hereunder (the "Interest Rate") exceed the legal rate of interest permitted to be charged by the Lender. In the event any law precludes Lender from charging the Interest Rate otherwise permitted hereunder, the rate of interest hereunder for the period during which such rate is unlawful shall be the highest rate permitted by law. The rate of interest hereunder shall immediately increase to the rate permitted hereunder as soon as permitted by law. Any interest which would otherwise have become due to Lender but for the application of any law, shall, to the extent legally permitted, be repaid to Lender in equal monthly installments above the interest otherwise due at such time, so that the interest otherwise due to Lender hereunder, but not permitted by law, shall be fully repaid to Lender by the Maturity Date. Such payments shall be made at the time and in the manner set forth herein for the payment of interest.

This Note is issued pursuant to the Loan Agreement and is secured by, among other instruments, a Deed of Trust And Security Agreement And Fixture Filing With Assignment of Rents (the "Deed of Trust") of even date herewith from Borrower, as Trustor, to Security Title Guaranty Co., as Trustee, for the benefit of Lender, encumbering certain real property in Teller County, Colorado, and improvements thereon, as more particularly described in the Deed of Trust (the "Property").

In the event that the Loan is prepaid due to a refinancing by a financial institution not affiliated with Lender, or as a result of an acquisition of or merger of Borrower, then such prepayment shall be accompanied by a prepayment fee calculated as follows:

- (1) a prepayment fee equal to three percent (3%) of the then maximum committed amount under the Loan if the prepayment occurs in the first Loan Year;
- (2) a prepayment fee equal to two percent (2%) of the then maximum committed amount under the Loan if the prepayment occurs in the second Loan Year;
- (3) a prepayment fee equal to one percent (1%) of the then maximum committed amount under the Loan if the prepayment occurs in the third Loan Year; and
- (4) a prepayment fee equal to zero percent (0%) of the then maximum committed amount under the Loan if the prepayment occurs after the third Loan Year.

For Purposes hereof, the term "Loan Year" shall mean the twelve (12) month period following the date of this Note and each subsequent twelve (12) month period.

All payments on this Note shall be applied first to accrued interest and the balance to principal and if outstanding interest is not paid in full on a payment date, it shall bear interest like

principal at the Interest Rate. Borrower acknowledges that the foregoing, and other provisions of this Note, shall result in compounding of interest and Borrower agrees thereto pursuant to the provisions of Nevada Revised Statutes 99.050.

Borrower agrees with Lender that it would be extremely difficult or impracticable to fix the actual damages of Lender in the event that any installment of interest or principal hereunder shall not be paid when due and that Lender will incur extra administrative expenses and loss of use of funds; therefore, Borrower agrees to pay Lender, in the event a payment is not made within fifteen (15) days of the date it was due, an amount equal to 5% of such late installment. Acceptance of such amount by Lender shall be in lieu of its actual damages for any such delinquent payment of an installment. Nothing in this Note shall be construed as an express or implied agreement by Lender to forbear in the collection of any delinquent payment, or be construed as in any way giving the Borrower the right, express or implied, to fail to make timely payments hereunder, whether upon payment of such damages or otherwise. The right of the holder hereof to receive payment of such damages, and receipt thereof, are without prejudice to the right of such holder to collect such delinquent payments and any other amounts provided to be paid hereunder or under any security for this Note or to declare a default hereunder or under any security for this Note.

Failure to make any payment of principal and/or interest within fifteen (15) days after the due date thereof or to otherwise perform hereunder, or an Event of Default by Borrower under the terms of the Loan Agreement, the Deed of Trust, any other agreement or instrument securing the indebtedness evidenced hereby, or any other obligations of Borrower to the holder hereof, shall constitute an Event of Default hereunder and shall, without notice, at the option of the holder hereof, cause all of the unpaid principal of this Note, with interest accrued thereon and any other sums due under the Loan Agreement, Deed of Trust or other instruments, to become immediately due and payable. Upon an Event of Default hereunder, at the option of the holder hereof, all amounts then unpaid under this Note, the Loan Agreement, the Deed of Trust or any other instrument securing the Note or the Loan Agreement shall bear interest from the date of an Event of Default until such Event of Default is cured at a default rate equal to five percent (5%) above the applicable Interest Rate (the "Default Rate") and shall be immediately due and payable. Delay or failure to exercise said options shall not constitute a waiver of the right to exercise same at any time thereafter or in the event of any subsequent default.

The acceptance of any payment hereunder which is less than payment of all amounts then due and payable shall not constitute a waiver of any of the rights or options of the holder hereof or to the exercise of those rights and options at the time of such acceptance or at any subsequent time. Principal, interest and any fees hereunder shall be payable in lawful money of the United States of America in immediately available funds free and clear of, and without deduction for, any and all present and future taxes, withholdings, and costs or reserves.

In the event that suit be brought hereon, or an attorney be employed or expenses be incurred to compel payment of this Note or any portion of the indebtedness evidenced hereby, whether or not any suit, proceeding or any judicial or non-judicial foreclosure proceeding be commenced, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred as a result thereof from the non-prevailing party. *AL*

This Note shall be construed and enforced in accordance with the laws of the State of Nevada, except as may be pre-empted by federal law. Borrower agrees that Lender shall have the rights and remedies available to a creditor under the laws of the State of Nevada. Borrower consents to the personal jurisdiction of the appropriate state or federal court located in Washoe County, Nevada. *AL*

No waiver by Lender of any right or remedy shall be effective unless in writing and signed by Lender, and no such waiver, on one occasion, shall be construed as a waiver on any other occasion. Borrower waives any right of offset now or hereafter existing against the holder hereof.

To the extent permitted by applicable law, each endorser and guarantor jointly and severally and to the extent permitted by law waives notice of intent to accelerate, demand, presentment for payment, protest and notice of protest and non-payment of this Note; waives any and all lack of diligence or delays in the collection or enforcement hereof; and expressly agrees to remain and continue bound for the payment of the principal, interest and other sums provided for by the terms of this Note, the Loan Agreement or the Deed of Trust, notwithstanding any extension of time for the payment of said principal or interest or other sum, or any change in the amount agreed to be paid under this Note, the Loan Agreement or in the Deed of Trust, or any change by way of release or surrender, exchange or substitution for any real estate security or other collateral security now held or which may hereafter be held as security for this Note, and waives all and every kind of notice of such extension, or change, and agrees that the same may be made without notice to or joinder of Borrower.

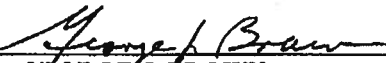
Done
OK
Sal
Except for leases of portions of the Property in the ordinary course of business, in the event that the interest of Borrower in the Property, or any material part thereof, or any material interest therein is sold, conveyed, alienated, further encumbered or otherwise transferred by Borrower, voluntarily or involuntarily, whether by operation of law or otherwise, the obligations hereunder, irrespective of the maturity dates expressed herein, at the option of the holder hereof and without demand or notice, shall immediately become due and payable. In the event that the holder hereof does not elect to declare this Note immediately due and payable, then, unless indicated otherwise in writing by the holder hereof, Borrower shall remain primarily liable for the obligations hereunder and under any other instrument securing this Note or executed in connection herewith. This provision shall apply to each and every sale, conveyance, alienation, encumbrance or transfer, regardless of whether or not the holder has consented to, or waived, holder's rights hereunder, whether by action or nonaction, in connection with any previous sale,

conveyance, alienation, encumbrance or transfer and whether or not the holder has received any payments after such event.

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

Whenever in this Note a right is given to Lender, which right is affected by Applicable Gaming Laws (as defined in the Deed of Trust) or the enforcement of which is subject to Applicable Gaming Laws, the enforcement of any such right shall be subject to Applicable Gaming Laws and approval, if so required, of the applicable Gaming Authorities (as defined in the Deed of Trust). Without limiting the generality of the foregoing, Lender acknowledges that (a) Lender is subject to being called forward by the Gaming Authorities, in their discretion, for licensing or a finding of suitability as a lender to a gaming licensee, and (b) to the extent the prior approval of the Gaming Authorities is required pursuant to Applicable Gaming Laws for the exercise, operation and effectiveness of any remedy hereunder or under any other Loan Document (as defined in the Loan Agreement), or the taking of any action that may be taken by Lender hereunder or under any other Loan Document, such remedy or action shall be subject to such prior approval of the Gaming Authorities.

**PIONEER GROUP, INC., a Nevada
corporation**

By: 
GEORGE J. BROWN
Its: Director

By: 
SAM JAKSICK
Its: Vice President

"Borrower"

REDUCING REVOLVING LOAN AGREEMENT

THIS REDUCING REVOLVING LOAN AGREEMENT (the "Agreement") is made effective as of the 20th day of June, 2007, by and between PIONEER GROUP, INC., a Nevada corporation (the "Borrower"), and NEVADA STATE BANK (the "Lender").

WITNESSETH:

WHEREAS, Borrower is the owner of certain real property and improvements including two (2) casinos known as Bronco Billy's Sports Bar & Casino and Buffalo Billy's Sports Bar & Casino and the Independence Hotel located in Cripple Creek, Teller County, Colorado described in Exhibit "A" attached hereto (the "Existing Properties");

Done
WHEREAS, Borrower desires to purchase certain additional real property and improvements, including a casino known as Uncle Sam's Casino, located in Cripple Creek, Teller County, Colorado, and described in Exhibit "B" attached hereto (the "Additional Property"); and

WHEREAS, subject to the terms and conditions hereof, Lender has agreed to lend to Borrower certain funds on a reducing revolving basis in an amount not to exceed FIFTEEN MILLION AND NO/100THS DOLLARS (\$15,000,000.00) (the "Loan") to pay certain existing indebtedness in favor of Wells Fargo Bank encumbering the Existing Properties (the "Existing Indebtedness"), to assist Borrower in purchasing the Additional Property and remodel and expand the casino located on a portion of the Additional Property, and to provide Borrower with funds for working capital purposes.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and promises of the parties and subject to the following terms and conditions, Borrower agrees to borrow from Lender, and Lender agrees to loan to Borrower the Loan for the purposes provided herein. The Loan shall be evidenced by a Reducing Revolving Promissory Note (the "Note") bearing even date herewith, secured by a Deed of Trust And Security Agreement And Fixture Filing With Assignment of Rents (the "Deed of Trust"), and guaranteed by SAMUEL S. JAKSICK, JR., GEORGE J. BROWN and SHARON BROWN, husband and wife, and EVELYN B. OLIVER (the "Guarantors") by the execution of a Guarantee in form and content acceptable to Lender (the "Guarantee"). This Agreement, the Note, the Guarantee, Deed of Trust, and any and all other documents now or hereafter executed by Borrower or any other person or party in connection with or to evidence or secure payment of the Loan are sometimes hereafter collectively referred to as the "Loan Documents".

A. DISBURSEMENTS.

1
Hale Lane Peek Dennison and Howard
Attorneys and Counsellors at Law
Reno, Nevada
(775) 327-3000

\\ODMA\PCDOCS\HLRNODOCS\6233104
svn\16083\0044\loan

MCL003221

WJ 001741

A.1 Initial Disbursement. Lender shall make an initial disbursement under the Loan in the approximate amount of \$8,000,000.00 (the "Initial Disbursement") pay the Existing Indebtedness, to pay the balance due under Lender's loan origination fee in the amount of \$75,000.00, and to pay all closing costs and fees, including Lender's attorneys' fees and costs, incurred in connection with the Loan once the following conditions have been satisfied:

(a) Borrower has caused to be provided to Lender, at Borrower's expense, an ALTA lender's policy of title insurance insuring the lien of a Deed of Trust as a first priority lien on the Existing Properties, which title policy shall be in form and content and issued by a title insurer acceptable to Lender, and shall be subject only to such exceptions to title as Lender may approve;

(b) Lender shall have received evidence acceptable to Lender that the security interest in and to all personal property collateral for the Loan, including without limitation, inventory and accounts receivable, constitutes a first priority lien;

(c) Lender shall have received an opinion from counsel for the Borrower, in all respects acceptable to Lender, opining that the Loan Documents have been duly executed and delivered and are enforceable under Nevada or Colorado law, as applicable, that Borrower is legally existing under the laws of the state of its organization, is qualified to transact business in Colorado and is in good standing, and that the Loan has been duly authorized by all necessary corporate action; and

(d) There has occurred no material adverse change in the financial condition of Borrower or any of the Guarantors from the condition reflected in the most recent financial statements provided to Lender in connection with the Loan.

A.2 Subsequent Disbursements. Lender's obligation to make any disbursements under the Loan following the Initial Disbursement shall be subject to the following:

(a) Each representation, covenant and warranty made by Borrower herein shall be true and correct at the time Borrower requests any such disbursement and at the time that such disbursement is made;

(b) Borrower shall submit to Lender a disbursement request in form and content acceptable to Lender and executed by an authorized officer or other representative of Borrower;

(c) No Event of Default (as herein defined), or any event which with notice and/or the passage of time would constitute an Event of Default, shall then exist hereunder;

(d) Borrower shall provide Lender with such information as Lender may reasonably require regarding the proposed use of the requested Loan funds; and

(e) In connection with any subsequent disbursement to assist Borrower in purchasing the Additional Property, Borrower shall: (i) execute and deliver to Lender, at Borrower's expense, a deed of trust, in form and content acceptable to Lender, encumbering the Additional Property as security for the Loan, and (ii) cause to be provided to Lender, at Borrower's expense, an ALTA lender's policy of title insurance, insuring such deed of trust as a first priority lien on the Additional Property, which title policy shall be in form and content and issued by a title insurer acceptable to Lender, and shall be subject only to such exception to title as Lender may approve.

A.3 **Sublimit.** Subject to the terms and conditions contained herein, including Section A.2, a portion of the Loan in an amount not to exceed \$1,750,000.00 shall be available for Borrower's use in the development of certain real property through Borrower's subsidiary Elk Grove Village, LLC.

A.4 **Reductions in Commitment.** The maximum committed amount under the Loan shall be reduced by the amount of \$625,000.00 semi-annually on the first day of January and July of each year commencing on the first day of January, 2008.

B. REPRESENTATIONS, COVENANTS AND WARRANTIES.

Borrower hereby unconditionally represents, covenants and warrants as follows:

Doesn't say what happens if you want to

B.1 **Power.** If Borrower or any signator who signs on its behalf is a corporation, partnership, limited liability company, or trust, that it is a corporation duly incorporated, or a partnership, limited liability company, or trust duly organized, and in any event validly existing under the laws of the state of its incorporation or organization and duly qualified to do business in the State of Colorado, with requisite power and authority to (i) incur the indebtedness evidenced by the Note; (ii) enter into this Agreement and execute the Deed of Trust; and (iii) enter into any other Loan Documents executed and delivered to Lender concurrently herewith.

Does

B.2 **Authority.** That this Agreement, the Note, the Deed of Trust and all other Loan Documents executed and delivered to Lender concurrently herewith were duly executed, and, if Borrower or any signator who signs on its behalf is a corporation, partnership, limited liability company, or trust, in accordance with any requirements of its articles of incorporation, articles of partnership, articles of organization and/or operating agreement, or declaration of trust, and any amendments thereto, and that the execution of the same, and the full and complete performance of the provisions thereof, is authorized by its bylaws, articles of partnership, articles of organization and/or operating agreement, or declaration of trust, or a resolution of its board of directors, partners, members and/or managers or trustees, and will not result in any breach of, or constitute a default under, or result in the creation of any lien, charge or encumbrance (other than those contained herein or in any instrument delivered to Lender concurrently herewith) upon any property or assets of Borrower under any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument or agreement to which Borrower is a party or by which Borrower is bound or, if

applicable, under Borrower's corporate charter, bylaws, articles of partnership, articles of organization and/or operating agreement, or declaration of trust.

B.3 Financial Statements. Any and all balance sheets, statements of income or loss, reconciliation of surplus and financial data of any other kind heretofore furnished Lender by or on behalf of Borrower and the Guarantors are true and correct in all material respects, and fully and accurately present the financial condition of the subjects thereof as of the dates thereof, and no material adverse change has occurred in the financial condition reflected therein since the dates of the most recent financial data submitted to Lender. During the Loan term, Borrower shall provide Lender with: (i) copies of annual CPA audited financial statements for the Borrower within 120 days following the end of each fiscal year; (ii) copies of quarterly 10Q's for Borrower within 45 days following the end of each fiscal quarter; (iii) copies of quarterly internally prepared financial statements for Borrower within 45 days following the end of each fiscal quarter; (iv) copies of annual financial statements for each of the Guarantors within 13 months following the date of the prior financial statements provided to Lender by such Guarantors; (v) copies of federal income tax returns (including all schedules) and/or extension requests for each of the Guarantors within 30 days after filing the same; (vi) quarterly covenant compliance certificates certified by Borrower's chief financial officer as to the financial covenants described in Section B.4 below within 45 days following the end of each fiscal quarter; and (vii) such other financial information in connection with the Borrower, the Guarantors and the Property as Lender may reasonably request.

B.4 Financial Covenants. During the term of the Loan, Borrower shall:

(a) maintain a Fixed Charge Coverage Ratio (defined as [earnings before interest, taxes, depreciation and amortization ("EBITDA"), less maintenance capital expenditures (in an amount equal to two percent (2%) of total net revenues), cash taxes, dividends and withdrawals] ÷ [interest, capital lease payments and scheduled principal payments]) of not less than 1.10 to 1.00 to be measured quarterly by Lender on a rolling four (4) quarter basis;

(b) maintain a Maximum Funded Debt to EBITDA Ratio (defined as [interest bearing debt (which shall include the indebtedness evidenced by the Loan), plus capital leases outstanding as of the measurement date] ÷ [EBITDA]) of not greater than 3.50 to 1.00 to be measured quarterly by Lender on a rolling four (4) quarter basis;

(c) make annual capital expenditures in an amount not less than two percent (2%) and not greater than eight percent (8%) of Borrower's net revenues for the immediately prior fiscal year unless otherwise consented to by the Lender; and

- (d) establish (within 30 days following the Initial Disbursement) and maintain operating accounts with a branch of Lender.

B.5 Litigation. There are no actions, suits, investigations, or proceedings of a material nature (collectively "Proceedings") pending, or to the knowledge of Borrower threatened, against or affecting the Borrower, any of the Guarantors, the Property, or involving the validity or enforceability of the Deed of Trust or the priority of the lien and security interest thereof, and no event ("Adverse Event") has occurred (including specifically the execution of this Agreement, the Note, the Deed of Trust or any of the other Loan Documents) which will violate, be in conflict with, result in the breach of or constitute (with due notice or lapse of time, or both) a default under any Legal Requirement (as hereafter defined), or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever on the Property other than the liens and security interests created by, or referred to in, the Deed of Trust. Borrower shall give Lender written notice of any pending or threatened Proceeding or any Adverse Event promptly after Borrower obtains knowledge thereof.

B.6 Permits. Before requesting, or being entitled to, any disbursement of the Loan, Borrower shall have complied with all Legal Requirements and all material requirements of the governmental entities with jurisdiction over the Property and Borrower shall on an active and current basis maintain all licenses, permits, registrations, approvals, and other authority as may be required from any applicable federal, state, or local governments or agencies having jurisdiction over the subject-matter of this Agreement or any of the Loan Documents. Borrower shall also undertake the responsibility timely, and on a continuous basis if required, to notify the Applicable Gaming Authorities concerning the subject-matter of the Loan Documents.

The foregoing representations, covenants and warranties shall survive until all sums payable pursuant to the Note or this Agreement, or which are secured by the Deed of Trust or any of the other Loan Documents, have been paid in full.

C. DEFAULT.

C.1 Events of Default. Any of the following shall constitute a default hereunder (an "Event of Default"):

- (a) The failure of Borrower to make any payment required hereunder, under the Note, or under any other Loan Document within fifteen (15) days after the due date thereof;
- (b) The neglect, failure, or refusal of Borrower to keep in full force and effect any material permit, license, consent or approval required hereunder, or under the Loan Documents;

(c) The materially false or misleading nature of any representation or warranty of Borrower contained herein or in any representation to Lender concerning the financial condition of Borrower or any of the Guarantors, or the reasonable determination by Lender of a material threat to its security by reason of a material adverse change in the financial condition of Borrower or any of the Guarantors;

(d) The failure of Borrower to fully perform any and all covenants and agreements hereunder; provided, however, that such failure shall not be an Event of Default hereunder if such failure is not specifically covered elsewhere herein or in the Note, the Deed of Trust or any of the other Loan Documents, such failure does not relate, in the judgment of Lender, to a matter which is of an emergency nature, and Borrower performs such covenant or agreement within thirty (30) days after performance thereof is due. If such failure is specifically covered elsewhere herein or in the Note, the Deed of Trust or any of the other Loan Documents, the foregoing 30-day grace period shall not be applicable in such a situation and the grace period, notice requirement and/or cure period, if any, set forth in such other reference shall control;

(e) The failure of Borrower to perform (other than to make a payment due thereunder) as required under any other Loan Document within thirty (30) days after such performance is due;

11
⑦
fent ind.
(f) The admission by Borrower or any of the Guarantors in writing of its inability to pay its debts generally as they become due, or the filing by Borrower or any of the Guarantors of a petition or action for relief under any bankruptcy, reorganization or insolvency law, or any other law or laws for the relief of, or relating to, debtors;

(g) The filing of any involuntary petition under any bankruptcy or insolvency law against Borrower or any of the Guarantors, or the appointment of a custodian, receiver or trustee to take possession of the Property or other assets of Borrower or any of the Guarantors, unless such petition or appointment is or has been set aside or withdrawn within sixty (60) days from the date of such filing or appointment;

11
⑦
(h) Any of the Guarantors shall notify Lender of his or her intention to rescind, modify, terminate or revoke his or her Guarantee without the prior written consent of Lender, or its Guarantee shall cease to be in full force and effect for any reason; or

(i) Any breach or default by Borrower or any of the Guarantors under any other loan or credit facility now or hereafter existing between Lender and Borrower or any of the Guarantors, subject to any applicable notice requirement and opportunity to cure.

⑦
For the purpose of paragraph C.1, whenever Borrower is provided with a period of time within which to cure any default, and such default is not reasonably susceptible to cure within such period of time, it shall be deemed cured if Borrower commences curative action within such time period and diligently pursues such action thereafter.

C.2 **Acceleration.** Upon the occurrence and during the continuance of an Event of Default hereunder, the entire unpaid balance of the Note including all accrued interest shall, at the option of Lender, become immediately due and payable and Lender shall have such rights of enforcement as may be afforded by law, hereunder, or under the Note, the Deed of Trust or any of the other Loan Documents.

D. **REMEDIES.**

D.1 **General.** Upon the occurrence and during the continuance of an Event of Default hereunder, Lender shall have all rights and remedies available to Lender under the law, hereunder or under the Note (including but not limited to the right to accelerate the Note), the Deed of Trust or any of the other Loan Documents.

D.2 **Right to Advance or Post Funds.** Where disputes arise which, in the good faith opinion of Lender, may endanger the performance of any covenant contained herein, Lender may, following ten (10) days written notice to Borrower, enter into such agreements or advance funds for the account of Borrower without prejudice to Borrower's rights, if any, to recover said funds from the party to whom paid. Such agreement or agreements may take the form which Lender, in its discretion, deems proper, including but not limited to agreements to indemnify a title insurer against possible assertion of lien claims or to pay disputed amounts to contractors if Borrower is unable or unwilling to pay the same. All sums paid or agreed to be paid pursuant to any such undertaking shall be for the account of Borrower, Borrower shall reimburse Lender for any such payments made upon demand therefor, with interest at the rate then applicable under the Note until date of reimbursement, and such advances and interest shall be secured by the Deed of Trust.

D.3 **Curing of Defaults by Disbursement.** Upon the occurrence and during the continuance of an Event of Default which may be cured by the payment of money other than under Paragraph C.1 (a), Lender, without waiving any right of acceleration or foreclosure under the Note or the Deed of Trust which Lender may have by reason of such Event of Default, or any other right Lender may have against Borrower because of such Event of Default, shall have the right to make such payment from the Loan, thereby curing the Event of Default.

D.4 **Remedies are Cumulative.** All remedies of Lender provided for herein are cumulative and shall be in addition to any and all other rights and remedies provided in the Note, the Deed of Trust or any of the other Loan Documents or by law. The exercise of any rights of Lender hereunder shall not in any way constitute a cure or waiver of a default hereunder or elsewhere, or invalidate any act done pursuant to any notice of default, or, to the maximum extent permitted by law, prejudice Lender in the exercise of any of its other rights hereunder or elsewhere unless, in the exercise of said rights, Lender realizes all amounts owed to it hereunder and under the Note, the Deed of Trust and the other Loan Documents.

D.5 Right of Contest. Borrower shall have the right to contest in good faith any claim, demand, levy, or assessment by a third party, the assertion of which would constitute an Event of Default hereunder. Any such contest shall be prosecuted diligently and in a manner not prejudicial to Lender or the rights of Lender hereunder. In the event that Lender reasonably determines that such claim, demand, levy or assessment could adversely affect Lender's interest in the Property, upon demand by Lender, Borrower shall deposit funds with Lender or obtain and record a bond satisfactory to Lender in an amount sufficient to cover any amounts which may be owing in the event the contest may be unsuccessful. Borrower shall make such deposit or obtain and record such bond, as the case may be, within five (5) days after demand therefor and, if made by payment of funds to Lender, the amount so deposited shall be disbursed in accordance with the resolution of the contest to Borrower or the adverse claimant.

E. MISCELLANEOUS.

E.1 No Waiver. No waiver of any default or breach by Borrower hereunder shall be implied from any omission by Lender to take action on account of such default, and no express waiver shall affect any default other than the default specified in the waiver and the waiver shall be operative only for the time and to the extent therein stated. Waivers of any covenant, term, or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by Lender to or of any act by Borrower requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.

E.2 No Third Parties Benefitted. This Agreement is made and entered into for the sole protection and benefit of Lender and Borrower. All conditions of the obligations of Lender to make advances hereunder are imposed solely and exclusively for the benefit of Lender and may be freely modified by Lender with the concurrence of Borrower or waived by Lender in whole or in part at any time if in its sole discretion it deems it advisable to do so. No person other than Borrower shall have standing to require Lender to make any Loan advances or be a beneficiary of this Agreement or of any of the advances to be made hereunder.

E.3 Plural Borrowers Jointly and Severally Liable. All persons, firms and/or entities, including general partners, constituting "Borrower" herein shall be jointly and severally liable to Lender for the faithful performance of the terms hereof.

E.4 Notices. All notices or other communications required or permitted to be given hereunder shall be in writing and shall be considered as properly given if mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, or by delivering the same in person to the intended addressee, or by telefax. Notice so mailed shall be effective two (2) business days following its deposit. Notice given in any other manner shall be effective only if and when received by the addressee during normal business hours. For purposes of notice, the addresses of the parties shall be as set forth on the signature page hereof; provided,

however, that either party shall have the right to change its address for notice hereunder to any other location by the giving of notice to the other party in the manner set forth above.

E.5 Authority to File Notices. Borrower irrevocably appoints, designates, and authorizes Lender as its agent (said agency being coupled with an interest) to file for record any notice that Lender reasonably deems necessary or desirable to protect its interest hereunder or under the Note, the Deed of Trust or any of the other Loan Documents. Lender shall only file such notices if Borrower fails, within fifteen (15) days after written demand by Lender, to do so.

E.6 Expenses. Borrower shall pay promptly all reasonable costs, charges, and expenses incurred by Lender in connection with the Loan, including but not limited to commitment fees, loan fees, service charges, title charges, tax and lien service charges, costs of inspection, recording fees, processing fees, appraisal fees, attorneys' fees, real property taxes and assessments and insurance premiums, and any and all fees in consideration of Lender's commitment to provide the Loan.

E.7 Actions. Upon the occurrence and during the continuance of an Event of Default, Lender shall have the right to commence, appear in or defend any action or proceeding purporting to affect the Property, or the rights, duties, or liabilities of the parties hereunder, or the disbursement of any funds. In connection therewith, Lender may incur and pay costs and expenses, including reasonable attorneys' fees, and Borrower shall pay to Lender on demand all such costs and expenses and Lender is authorized to disburse funds from the Loan for said purpose.

E.8 Commissions and Brokerage Fee. Borrower shall indemnify Lender from any responsibility and/or liability for the payment of any commission, charge or brokerage fees to anyone which may be payable in connection with the making, purchase or refinance of the Loan, it being understood that any such commission, charge, or brokerage fees will be paid directly by Borrower to the party or parties entitled thereto.

E.9 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of Nevada, except as preempted by federal law. Notwithstanding anything to the contrary contained herein, this Loan Agreement is subject to the Applicable Gaming Laws (as defined in the Deed of Trust). Lender and Borrower agree to cooperate with the Gaming Authorities (as defined in the Deed of Trust) in connection with the administration of their regulatory jurisdiction over Borrower, including the provision of such documents and other information as may be requested by the Gaming Authorities relating to Lender, Borrower or the Loan Documents.

E.10 Heirs, Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, assigns and personal representatives of the parties hereto; provided, however, that Borrower shall not assign its rights hereunder in whole or in part without the prior written consent of Lender, which such consent may be granted or withheld in the sole and absolute discretion of Lender. Any such assignment without said consent shall be void. Lender shall have the right at any time and from time to time to assign to participants or others all or certain of its

rights and obligations hereunder but no such assignment shall, without Borrower's written consent, relieve Lender of its obligations hereunder.

E.11 Time. Time is of the essence of this Agreement and each and every provision hereof in which time is an element.

E.12 Supplemental Agreement. The provisions of this Agreement are not intended to supersede the provisions of the Deed of Trust but shall be construed as supplemental thereto. This Agreement, and all representations and warranties contained herein, shall remain in effect until the Loan has been paid in full.

E.13 Legal Requirements. "Legal Requirements" shall mean (i) any and all present and future judicial decisions, statutes, rulings, directions, rules, regulations, permits, certificates or ordinances of any governmental authority in any way applicable to Borrower or the Property, including the ownership, use, occupancy, possession, operation, maintenance, alteration, repair or reconstruction thereof, including, without limitation, any Applicable Gaming Laws, (ii) Borrower's presently or subsequently effective bylaws and articles of incorporation or partnership, limited partnership, joint venture, trust or other form of business association agreement, (iii) any and all terms, provisions and conditions of any commitment between Lender and Borrower which are to be performed or observed by Borrower, and (iv) any and all leases and other contracts (written or oral) of any nature that relate, in any way, to the Property and to which Borrower may be bound, including but not limited to any lease or other contract pursuant to which Borrower is granted a possessory interest in the Property.

E.14 Relationship of Parties. The relationship between Borrower and Lender is, and at all time shall remain, solely that of debtor and creditor, and shall not be, or be construed to be, a joint venture, equity venture, partnership or other relationship of any nature, and Lender neither undertakes nor assumes any responsibility or duty to Borrower or to any other person with respect to the Property or the Loan, except as expressly provided in the Loan Documents; and notwithstanding any other provision of the Loan Documents: (a) Lender is not, and shall not be construed as, a partner, joint venturer, alter ego, manager, controlling person or other business associate or participant of any kind of Borrower or its partners or members and Lender does not intend to ever assume such status; (b) Lender shall in no event be liable for any debts, expenses or losses incurred or sustained by Borrower; (c) Lender does not intend to ever assume any responsibility to any person for the quality, suitability, safety or condition of the Property; and (d) Lender shall not be deemed responsible for or a participant in any acts, omissions or decisions of Borrower or its partners or members.

E.15 Attorneys' Fees and Costs. If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which he may be entitled.

E.16 Expiration of Commitment. Lender's obligation to disburse the Loan is further conditioned upon the execution of this Agreement and the other Loan Documents and the recordation of the Deed of Trust on or before July 31, 2007.

E.17 Counterparts. This Agreement may be executed in any number of counterparts, all of which, when taken together, shall be construed as one document.

E.18 Interpretation. This Agreement shall not be construed against the party preparing it, but shall be construed as if both parties jointly prepared this Agreement and any uncertainty and ambiguity shall not be interpreted against any one party.

E.19 Partial Invalidity. In the event that any of the terms hereof shall be held to be invalid or unenforceable by any court of competent jurisdiction, such fact shall not affect the validity or enforceability of the remaining terms hereof.

E.20 Reasonableness Standard. Except as otherwise provided herein, whenever Lender's consent or approval is required in this Agreement or any of the other Loan Documents, such consent or approval shall not be unreasonably withheld, conditioned or delayed.

E.21 Gaming Laws. Whenever in this Agreement a right is given to Lender, which right is affected by Applicable Gaming Laws (as defined in the Deed of Trust) or the enforcement of which is subject to Applicable Gaming Laws, the enforcement of any such right shall be subject to Applicable Gaming Laws and approval, if so required, of the applicable Gaming Authorities (as defined in the Deed of Trust). Without limiting the generality of the foregoing, Lender acknowledges that (a) Lender is subject to being called forward by the Gaming Authorities; in their discretion, for licensing or a finding of suitability as a lender to a gaming licensee, and (b) to the extent the prior approval of the Gaming Authorities is required pursuant to Applicable Gaming Laws for the exercise, operation and effectiveness of any remedy hereunder or under any other Loan Document, or the taking of any action that may be taken by Beneficiary hereunder or under any other Loan Document, such remedy or action shall be subject to such prior approval of the Gaming Authorities which approval may or may not be obtained. In the event that the applicable Gaming Authorities disapprove, through final agency action, one or more terms or conditions of any of the Loan Documents, then the parties hereto agree to negotiate in good faith and in an equitable manner to revise such terms or conditions so as to render them acceptable to the Gaming Authorities, and without the unjust enrichment of any party, if possible. If the parties cannot agree to any such revisions, then the objectionable terms and conditions shall be deemed null and void ab initio subject to the right of any party timely to appeal said final agency action to a court of competent jurisdiction.

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

Pioneer Group, Inc.
P.O. Box 590
Cripple Creek, CO 80813

PIONEER GROUP, INC., a Nevada
corporation

By: 
GEORGE J. BROWN
Its: Director

By: 
SAM JAKSICK
Its: Vice President

"Borrower"

Nevada State Bank
One W. Liberty Street
Reno, Nevada 89501

NEVADA STATE BANK

By: 
RICHARD THOMAS
Its: Vice President

"Lender"

Exhibit A

Parcel A:
Lots 26, 27, 28R, formerly known as Lots 28 and 29, 32R, formerly known as Lots 30, 31 and 32
and Lot 34, Block 16, Fremont, now known as Cripple Creek and Lot 34R, formerly known as
Lots 34 and 35 and Lots 36 through 40, inclusive, Block 17, Fremont, now known as Cripple
Creek.

All in County of Teller,
State of Colorado

MCL003233

WJ 001753

Tokidit, Sam Trust Admin

3/9/15 Conf w/ Stan & Todd Tokidit & BERN -

① Orig. costs = ~~let~~ Leave Bern
a corp. officer
Wait 1 week to decide.

② ~~Be~~ Pers. Guaranties & will
diff. ~~advised~~ until Spent
get^{50%} Community? Total ~~don't~~
unavailable.

③ ~~KT~~ met w/
Barbara, Janey's sister, in
fact & explained costs = Trust
owed. Trust ~~Barbara's~~ costs
w/ Barbara & ~~estimated~~ \$50K each.

Janey's lawyer said est. will be
prohibited & Brian telling us her lawyer & he
is a problem.

MCL003234

WJ 001754

Docket 81470 Document 2021-17110

BCA explained T's S's pers.
like possibility of return /
Pioneer stock from GST
trusts

They will keep in touch of
Reuben & try to
keep a good relationship.

Tobias, General Family, Trust

2/23/18 Lon f.w/ Todd Jacobs, BCS &
Heidi Rite

KR - FSBG sections are ready to
start to fill to fill.
It does not want this but
KR says it has to be done

KR - 1m inc for 1st. In
trust for inc from BCS
Billies & sales / paper

fid
Call Dave for a "Should this"
Agreement.

Next week, Todd Street
Havin will review list
of Janene's notes.

ST - Contributed and will
accept \$10k & will send
10k (BCS will send ^{10k} to Janene)
Don Exp but not go to her but
to him.

15 - Gen Brown wants to know
but appeared at Bruce
Billie's. He will tell him, go ahead
when is 28 m.

58 - Also, Mark Murphy asked him
+ told to sign guarantee/
+ 5 m in house on 10 Bank.

~~Gen~~ Gen sent on LOR,
It is similar to the one on the
on the other.

They are 10 Bank has
asked for the "Vegetable
guarantee."

Richard Tobin - "gave for
the draft."

Taking down the - Part 1

1/29/15 Caroling T.H.

① They will allow ^{10%} 1/2 of payment rd. They will have as low ~~the~~ loan to finally reduce great credit record ~~reduction~~ to orig bal & give guarantee.

② Jack ^{LLC} will be of 4m & 1m of Bank loan ^{& not loan guaranteed} to P&T that loan guaranteed

Plasma filled ^{collateral} ~~collateral~~ ^{collateral} ~~collateral~~ for the guarantee.

③ ^{John wants} QST option ^{because no fee for inc.} & Todd can select the other. We discussed pros, cons & risks & they will decide if it is QST, and TD to comply. Don't research the issue. Brian confirmed that election can be changed anytime.

(over)

MCL003238

WJ 001758

had New inst again for ?
at least 36 mar.

(4) Sam's trust got 2004

Samuel T. Takide Trust

1/12/15 Conf. w/ Todd & Stan Takide,
Ben & Kevin Rippey CPA -

Janene is buying a car
naming her sister, Barbara
Scott, as the beneficiary.

Kevin will look @ 2014 K-1s
to see if income has gone
up or down. Then look
whether to have Sam's POA
reappraised.

Email Steve West about
Hendricks Agreement.

Sam's DCs created Debt \approx \$800k /
\$1.5 m in (\$2.5 m \approx total, owed
by all related entities)

Sam's Trust has \$800k cash for paying \$2m / left

Taksich

Jack rabbit

Fabrick - Jack rabbit -

12/18/72

Confess Takh Takhich -

He has ^{possibly} longed for into -
They are friends of Sared
members of ^{above} Lake

Quick Club - He will have

Like ^{neg. title} and then to
bring into the DR, or

bring into from Taksich,

but ^{good} for ^{for} ^{for}

James left Along the

members might make

catch up / submit to do

blame the Takhich groups
it on Takhich

~~Sam Johnson Family Party~~
~~WAS GOLF~~

12/21/14

Con'd w/ ~~Rick Ravaglia~~
~~Planning~~ CPA TLL & John Jakobs
Kevin Riley, CPA & BCM -

The T&S is involved, COG
approved T & S & their funds &
w/ a bond agreement also for
land reducing belts to
width of 10 ft. + 2 in. to
+ 110 ft. + 2 in. in
from 2.3 in. to 500 ft.

A big puller & makes
ignoring dirt to wash, "Hube"
GSH formula for dirt /

PGE 1/2 to 7/2 1/2
GST parts. Then -

have ^{1st} of 1st. equal as at
12/31/14 ~~at~~ if given 1st

⑤ ~~the~~ PGI's each have its
own & determine their system

PGI for more interest & since
some had for first lesson

June

1. or! Along IF Geo Bann,
interior & far away want T & I
to co-operate into P&P,

13/10

T & I should get something
in return - like ~~the~~ increased
share & BOB says (try
to get 10% from the west
any way)

Also, T & I should consider
~~the~~ regularizing the use of the
value of the ~~share~~ in the unit
scheme of the PCT should
invite Roger Morris to attend
meeting to discuss what we want
of ^{PCT} stock & discuss with him
it is a ~~very~~ important one.

Can T & I certify the
value of the PCT stock on
the 1st of the by articles
owned by the family
family trust.

T & I will develop strategy to
keep paying some credit
up to the bank from the
other & they will be able to
that.

Tobacco, Sam Trust + Platinum

11/17/10 Meeting BCM, Todd Tobacco, &
Harris Riley, CPA -

Todd & Lisa are claiming proceeds
NY LIC Policy for \$314 + on their
life - Uncle's Life.
BCM recommended of buying it
pl to Trust.

Tax projections ^{work} for 6/66 are
to \$26k, so they will cover,
if it goes into cost,
instead of profit.

12/10/10 - Check ^{date of approval} ~~was~~ I have written
when ~~it~~ will

7 They might give local Trust to be
transfer for Wendy's Trust. ~~for~~

Takrids, Samuel Trust

10/14/15 On file Todd Takrids & BEM -

Hoge told ^{Todd} COOB will approve transfer/
stock in Dec & Hoge will
find out what procedure is
after that.

Re issue w/ Wendy -

She has lawyer & she gave
him letter w/ all info
but she says she gave up &
he will not give it back
until his bill is paid.

They will send her a new one.

TD - 2013 outg will be completed
this mo.

Also, we explained again the
prob. w/ Todd and Hoge
in paying w/ 70k-12k per
mo. ~~for~~ for the
PT as per B. Trust & shared
again to document their
understanding & prepare to be
likely lawsuit against them, etc.

MCL003245

WJ 001765

make her own copy of what she
wrote she received from me
some time ago (but not
for the first time) I'll be
glad for what she likely will
have got from her copy)

10/21/14 Tobacco returned to David Brown
on Fing Trees Mounds, Ego.

$$4.8341\% / (100 - 19.4315\% \text{ (from stock)}) = 80.56250\%$$

$$6\% / 5.9999\% \text{ of interest} = 100\%$$

$$10.2184\% / (100 - 19.4315\%) = 12.82287\%$$

11/3/14 On Day (Wed) Tobacco & Return

Below % of Day Told,
start & return - 90%
from start with ASAP.

Tobacco, 5th Samuel Trust
Plan

10/21/14

Meeting Stan Tobacco &
Kevin Riley -

See email:

He discussed & committed
to pay 2x - 1st 1/2 (live)
from shop / but in Montreal &
Todd & Sam were ok w/
that. Sam died 17 days
after divorce & he has not
pl about 50k / 100k. He needs
to explain why.

Montreal Development Group, LLC, 100%
owned Stan
4.25% of Toiyabe ^{Investment Co. (corp)} owned

~~Stan~~ Stan owns 50% ~~50%~~ / Toiyabe (corp)
Sam's Trust owns. Sam gifted
11% to Stan on 4/15/13 after divorce
& divorce death.

Stan got 156k from Toiyabe
in 2013 after Sam's death.

Stan bought stock valued
at 90k for Sam's ^{trust} estate
to it was deposit of stock &
with about 100k to 150k
(Sam's)

5 other sales / ~~Montana~~ Montana
lots went to Trust

Only one ^{lot} sale in 2014 & it
was free & clear.

All lots are now owned
by 3d party held by
PGB & Diller & Pichman
(PGB is one lot)

All sales proceeds were used
to pay exp & disburse
Trust left a little to Lisa &
John, etc.

8 lots were sold to one buyer
in 2013 & same, were owned
by PGB (Montana) One owned by
Sam ~ 5 were owned
by Montana

~~Montana~~
Markham Investment Co LLC
The Mgr of the above
Trust sold 8 lots
to each week

Takrich, Samuel - Truck
Phone

10/20/14

Meeting

① Ltr to Wendy
400 \$ Quail Ridge Home
\$9511

Sent by ~~last~~ Certified Mail

② P-4: Memo

Reviewed w/ Her

(3) Sale / assets reflects in
706 Schedule - Asset Review
requested? - Date filed?

They are aware of these
issues

6/13 = date / to sell
property in Wisconsin
But is for much more
than op

Sam T. thinks T. and A. is

10/6/04

Contract/ Kevin Ripke CPP -

Transfer cash from ^{T. & A.} GSTs to
Sam's trust to pay creditors?

Q. SST ~~elects~~ elects will
be made & debts will
have to be made to
T & A

They will have to loan
back to Sam's trust to
pay creditors last
priority creditors

They will have to loan
Hed + T

9/22/14

Talk to Sam - Re:
Contacted Todd Johnson, Hagerman,
Hagerman, Ripon, LPH -

10/12 & 11/20 = possible
date for CDOB of ~~an~~ appeal /
disappears.

T & J & R will appear.

~~R~~ RM wants 1st 9 of
Chancellor's Agreement changed
to exact Takick ~~to~~
because "transfer"
coming off. Agreement
signed.

Re. N. 420 / Col. Bureau
Lives, truck cannot come
until after appeal of
by CDOB.

If was agreed that the
P. Bureau agreement in Idaho
that will get Sam
for Rest & then after
appeal, preparation (filing)
Divis will be distributed to
Set back of Takick to
Sam's condition. RM will

June 11, 1954 C.D.R.

R.M. [unclear]
P.X. [unclear]

Tobacco, Lm - Dm

7/12/14

① Archibalds Agent for

my self & Herri

② Lett to Lady

③ Bar for 5000 to Agent
add'l by 9/25

MCL003255

WJ 001775

Tobacco, Tom Price

8/25/14

Conf. Told J. [unclear] [unclear] -

Revised cont. of CDOS
Page [unclear] [unclear] [unclear]
is expected to 10/14

Time is [unclear] ^{over} [unclear]
each for PGE? D.
The [unclear] and have 6%
so how it all belong
to

8/4/14/1

Todd; Stan; Kevin; PHIL

Kevin brings up some "liquid" assets to be sold.

- Quail Rock - equity of approx \$180K

- rental apartment - 1 unit, March 12/15

- Lot 1023 - may be transferred to Ditts; Graham is partner

Paul Job Sales is negotiating

7/21/14

- 

1952

-

- (3)

100/1 over 1

④ Name is complete
rest of address

San Joaquin Trust

7/1/12 Confered Todd J. Smith & Brian B. Smith

29th for Son's final 2013 tax return

159 K Tax. Return return, we
have to pay a 10% penalty
necessary for him to ~~do~~
what Est of trust treated
as was the 10% penalty
term

2% only annually for
9 year
renewed

Jakub, Son Peter Alvin 

7/14/14

Conf. w/ BCM, Kevin Kiley, CPA,

1/4 Charis + 1/4 Ted Kuch & 1/4
Bl. he. ~~John~~

Todd & Stan Jakub

Kevin & Todd will get
Janice to sign gift agreement
w/ Son's 2012 ~~7th~~ for
return.

Letter to Wad - OK

6/30/14

Jabrick, Sam

Can I get Tull & Sam Jabrick;
having RHP, LHP & Ben

Will
Tull Talk to Janene about
on what we'd like
pay to get it documented
of PTH if they can
agree on a sport plan
that work for her & practice

Janene will sign Sam's
check for 2012 & rest
WFO.

Wendy still is anxious
about all issues, incl.
current pol. of taking
only family to 495 State
Ranch. The will not sign
any thing & however S & T.
They will want to be to
tell her they are helping
her & pin with a small
no longer unless she signs
back. They prepare for her
They will not give her
Mountain membership even
if we could provide.

(Or)

MCL003263

WJ 001783

Thank you for the
letter. I am sorry that
I have to pay 4/100 + in
the form of a letter.
I am sorry that I have
as a result of this letter.

6/25/14/11 TIC Todd Jaskick

- the payment to Am Ag Credit would be pursuant to the guarantee that the Trust signed post-death as part of the loan restructuring. So there is a direct liability of the Trust on the note.
- with regard to Buckhorn, the payment would be based on the Trust owning a 91% Buckhorn and Buckhorn ~~being~~ contributing its share of the payment.
- I explained that the Trust really doesn't have any direct liability to MetLife on that note since they never filed a creditor's claim. So that payment would be better structured as a loan to Buckhorn from the Trust.

TIC Kevin Riley

- he was unaware that the Trust executed a guarantee of the Am Ag Credit note as part of the restructuring. He Buckhorn is in agreement that payment can be made directly to Am Ag Credit pursuant to the guarantee.
- he still agrees that it is best to treat the payment of MetLife as a loan from the Trust to Buckhorn.

Tahrir, Sec

6/16/14

Working Todd Tahrir,
Arlo Stoddard, & BCM &
Kevin Riley, CPP -

Arlo & Kevin discussed
requirements of "Member's
Info" for the 3 punch - it's
very confusing but Kevin
has a bundle on it (separate)
They have a sample.

Arlo left -

Decided Divis account on PBT
belong to Trust even though
K-1s are to Fitch

BCM, P-4, Kevin, Todd & Arlo
will meet this week re Arlo's
Liabilities loan to PBT & Trust
Trust to be secured by PBT
other part will be - They
will cover provide B-M.

(over)

Totient "Jaw 1-1" against
for the date 1/1/19
(13h-5h p.m.) They will
wait until 1) Please to Limer
Now to dict. to Tamer.

Re paying Wendy's bill
to Scott Freeman & his
large living 2 Montrose
memberships & has until
2016 when 9th club
is transferred.

Cancel Fatsick Trust A.H. m.

Kevin M. King, CRP

6/9/10

Cancel David ~~King~~ CRP -

877-658-2812 985611#

Toll & Fax Fatsick & RCM -

KR - Only 1 dist in

3/14 & M. it was left

since 10/12.

KR - dist on base 30%

of dist in the park

inc. or required in person

the way of the Churchill

6/5/14

Bob Seale

- Ditts-Koppeler loan being restructured/negotiated.

as part of it, one of 3 things may occur w/ regard to the final lot owned in the estate.

(1) Deal in lieu of Realization, or

(2) new DOT provided against just that parcel with expectation that within 5-11, AIAA; all proceeds goes to fund.

- would either or both of these actions need prior court

approval or could we use notion of proposed action?

- consult Bob's counsel.

Can use notion of Proposed Action under MRS 143.455

- at least 15 days prior

- to all devisees; request for special notice.

Journal of the
First Session

8/4/14
C. L. King
Tall & Short
and Green Ribbons

Re. Answer 8/3/12 re: info.
discovered issues of inc. taxes,
cedtans & body -

Publ. 6/10/51

① w/h of + how to date?

(2) Are deeds for land + deeds
for all 3 or just T & S (to be
G & S prob or more. Todd will Pierre's
2nd. And it would be a set of 1/4
— same. Monied 1/2 of S. 1/4
beholdings of Mother +
just in the name of (land)
for T, S & Wendy & Mary
to get deeds + return.

(over) *LLC* *11/15/12* *12/1/12* *T. H. F. Co.*

Sam managed LLC &
L/R gift course was sold & they
are selling Mountain G.C. &
intended to be that
was just when Alon
Moses went B-H &
May 1st the 6700.

from LLC ~~the~~ for the little
value & then will be value
of the 10. Not sure for the
? Distr. to T & S to get
inc. tax liab. out / Sam's
T & S & protecting wisely
from inc. tax liab.

(same w/ other violations)
? Distr. only, Recs ?

T & S will discuss w/ Spence
tell us how much it
has to be made
current lists, we will
be paying more to

Re Kevin's email everyone realizes
maybe we might be violating Section 1
§ 3.3 on p. 5 but there is no cash
available - I'll do the 1st 1st 1st
to be done

Takick Drive

8/2/14 Contacted Todd - 1st - D. holder
Kevin Riky, CPA -

- (1) HR - appraisals / golf course
N appraising entire " "

Club will be framed out
for membership in 1/16 &
have ~~with~~ / pu / col
Haw (a 2000)

Club has for / 7.5m, but
it likely has been 1/16 - 1/16
range delivery, 1/16 orig.

Takick own all membership &
will keep selling these

Appraisal will be for pu / Haw

- (2) For 2012 & 2013 ^{1st not relevant} Permanent ^{1st not relevant} repairs
White Pine Corp. A 1/16 m
be 1/16 m. set 1/16 m. done

- (3) Jones work & 1/16 will
give be to 1/16 m. done &
to 1/16 m. done

BCm?

④ I haven't revise with List/ Assets of Lids. They need to send 10 checks that were for only next week - have 1 cm review of Rev. P.D. in full (review)

⑤ Wendy is demanding that they have stopped making to report ~~the~~ from Trust.

BCm

She is getting a line to John's family, P.C., so that the owner of Lids, K. Jones, should pay back the \$100k that she got from the Trust in 1992. She is asking for \$100k.

to T & I every day (50%). They want against N & L

Rem:

⑥ Sale / lot owned by est. N & L was secured by loan from Kapellie & Diltz. ~~the trust~~ Does trust owe out the \$100k that was secured before sale? Had \$100k cash - 100k was Trust's take in 1992. N & L have in sale / with against & will hold N & L to return to Diltz.

⑦ take in 1992. N & L have in sale / with against & will hold N & L to return to Diltz.

Tech. to Sen. Dir

Adm.

5/12/4

Land of T. J. Tech. & Sen.
Rule, Chp

Re SGT's Issue Dir

1/12/1 164.740 - Probant Principle Act 164.700-775

1. For all done tend in
absence of T. J. 164.

2. 925 - Low different price

3. Other way in absence of -700-925

164.745 - Fee will increase

Transfer power to K. 2, 9010

on 15-16 of SGT's

Chp. Dir. for

for done & leave for

all for

Proposed for Concise

T. J. Dir. ~~for~~ for & up by

Land & give for

pay any for

TO 3-4 mo. ago, we discussed

2012 meeting of our to meet by which

Principle I told them I don't

remember details on T. J. with

MCL003274

WJ 001794

I am will have next week
Cash was paid for 2014 taxes
New home will for 2017 tax

Print a list for a donor for the

Taksick, Sam Trust Alone

5/5/14

Conf/ Todd & Sam T. Taksick,
Kevin Rhy, CPP + BCM

p-ship

Todd got information from Sam
for Todd's quantitative functions
letter & TR said that wiped
out by the "black" letter
in various p-ships. ^{Todd} TR said
release various spec 11/5/14

TR said release will put
Todd back where he was for release
even tho we cannot see that.

Discussed efforts of getting assets
for > this appraisal value

6/2/14

These I will provide
Parish - pg. 1000 - 322-5001
Lavo - 772-0702
Troy - 741-1376 - on hand
Credit card - 1000 - Paul

Takrich, Sam Trust Account

4/28/14

Conf. w/ Todd & Stan Takrich, &
Kevin Ripley, CPA -

Re my 4/23 email, reappet

Re Asset, & Liab ~~values~~ Val,
1/2 of Divid \approx \$250K

One more lot is Mountain \approx
\$250K

PGI Casino stock - with lots,

Other assets - debts exceed
asset values.

David Ruck has mortgage

They will license & start
jobs when Todd & Jess
finish it. They have some
cash in Trust -

Todd will find out who
has been paying v.p. fees on
the past 10 yrs on the
golf course.

Takirde, Sam Tind Alvin

4/21/14

Confer) BCM, Todd Takirde, &
Kevin Riley, CPA -

① ~~Sam~~ Janene is a bad alcoholic
& her sister is telling
Todd & Sam not to give her any
\$ and her by Janine Trust.
Todd will get Alvin signed after I get
out / bought it as if it is 2012 if it proceeds in Janene

not until told
bought 6/1

② Todd - \$1 m ~~to~~ ~~Sam's~~ ~~Trust~~ ~~is~~ in
LT Home - (Does Todd want to sell property
home as per 1/12/15?)

⑦

③ \$4 m of Janene Trust LT proceeds
on Lake Tahoe home.
\$900k ^{out} Janene in Janene Trust
might be used ~~to~~ to buy lot in
Quail Run House (1/1/12?)

⑦

④ Janene Trust was included
to buy out LT Home.
Policy issued by Todd's
law firm had option to
buy & had that it end /
2012. Janene Trust contributed
to buying part of LT Home.

over 1

proceeds / (5) HR^{ten} est acct was liquidated
last week & they can apply
the ^{sale} part can lot to Ter.
He has facts to help in helping
him back if sure both
cannot accept / me in opt / John / Michael
Golf Course safe, then then it does.

(6) @ HR & TJ is are
considering other ways
to give weekly some
every month. Allen said you
be have other institutions only but
come for John (Civ) for other
venue also. I mean it contribution

(7) to entities that have to pay
several bills. They will have
cash flow making every week &
they will give me all the cash flow
assets as of end / Feb. Then
Direct of Issor. That sure
will try to help out. game plan
to sell assets & pay back

Takrick, Sam

4/15/14

Lonny Todd, Stan & Wendy
Takrick-

White Pine Ranch land
Lands for 2013 inc tax &
then decided for use then
for

Sam & Janene always filed
sep 1040s.

KR explained how Sam
over \$1.2 in inc taxes.

Prove. Being the usual
Sam 7th / 10th of inc for
2013 & ~~the~~ trust has not
rec'd any more cash.
There is Colo. & ~~the~~ fed
inc taxes.

to KR. The point by Robert
there will be a list of
Sam's trust which shows
100 % / 100 %.

MCL003281

WJ 001801

~~Handwritten notes, possibly crossed out or illegible.~~

4/14/14 ~~Handwritten notes~~ Lora J. White Trust
Can find Todd & Lora White &
Kevin Riley, CPA &

Re Airplane, the probably
worth less because 1 day in plane.
They will talk to orig. appraiser about how
much & will have to pay

much, since Todd Korman's point &
how much from Lora's point & that
can be period then will talk to bank
about what he will take for value

\$300K saved for inc. taxes on
sale of account is 10. They will split
it up, it to be 13 months later.
1.2 is inc tax for 2013

is able to get tax & substantiation
out for 2013. Discovered that

Must LT & is gone to pay mortgage
on Tahoe house

Lora has not want to sell all
mortgage lots for some reason

(over)

4/9/14

Takvick, Son to - Thel

Can buy B Com & P-4 & then
Bum, girl & then Takvick & then Ritz opp

~~to 4.9~~

~~4.9~~

to 4.9

(1) ~~to 4.9~~ Mildred Short - not a bore

(2) Helen Short, Son to's wife - in law

(The local's sister) - Helen worked

for Son's & was a bene of

charity work

(3) Howell Short =

(4) Thelma = Son's wife & Son's mother

all
prob
already

Option from Burke Short to
Lowe ridge

Toback, San Francisco

3/24/14

Let Prof. Shaw & Todd Toback,
Kevin Riley, LPP & BCM

Todd said he told Wendy
he might indicate how he
5-year old in by PGB
that he should get her
PGB don't do & have Ryan
know it & see if she
should file for license right
now. We told Todd
to tell Ryan (maybe of
LPP) to know just a
case of her applying
for license. (Kevin said
definitely of Wendy).

T-1

3/10/14

Low level BCM, Stan & Todd
Tobias & Mike Pity, CPP -

(1) Brian said we should
for Tobias & they will present
it ~~at~~ maybe give Jack
w/ 1st study against themselves

(2) Brian, ALB & FEB 1st -
Havin will talk to FEB about it
otherwise

(3) Brent & Howard - ~~for~~ it's not
asset in Wank's profile & I'm
put it in there to protect it
Havin will ask for BA 705

(4) Havin says they might have
to put up with PGE stock
collecting the bill book
so that price has to be in
in S-100 against

① have ...
...
...

... with ...

Tobacco, Love, Death & Honor

3/9/14

Can say I have interest, Eng -
Re my interest 2/19/14

① 4 10. by Rogers - Re He
& Rod. ~~interested~~ will find
if it was this not necessary

② 2nd day's end of 1/4
"buddy" to the beach
Dinnering - ~~interest~~ to do

③ particular to have a show,
not getting any business

④ Re 2. about my mail -
They don't like green parties
to some. Also they don't want to
tell us about it for letting
this over to get that individ-
ual. They worry that this
influences the whole school.
(That is a big concern)
They will review issue if
all negative circumstances
He suggests violate it to
let the circumstances move on
going to buy school, "I know this
better than you do"

MCL003288

WJ 001808

(4) No real problem - to have
we made a deal w/ Wendy -
side way, just lived

One problem is other than
know how much money it will
cost to get them.

5. Re 3. of my mail - he will convert

6. $\Delta L = 1.1 \times 10^{-5} \text{ m}$

one year to give an account of
as needed. The will present to
last volume of G. L. R. P.

(7) Al. T. ...

2000, 06

5)

(2)

(10) Re 6(2), all abt & ~~is~~
inf. stat, an info / note -
uh

(11) Re 8, They want
selling abt to pay the
expenses.
Re. which amount
for the "very good opinion"
shared by the expert for
SO - for

(12) Re 9. of my email, keep
as is.
(Good trading stock)

To
H. West

3/3/14

Tel: 1116
Confidential

① Copies / original doc for
RPSB for ref of F&B
loan
Nautic pulling company
structure

② All Citibank M&A and -
Brian emailed content
in the last week

Confidential Kevin Riley, CFP

③

Mr. Kevin Riley is owned
by a partnership that has funded
right before he did.

Some old gold source is collected
deposits which was held in bank
but Kevin's research shows that
amount is less.

The gold source has no proof against
a marketing scheme before.

provide cover. I don't
expect to 2016.

Frank Bryant does not have
power to repay bills (currently
over) if he does not
leave.

Toback, from West 100

Getup Tub, basin & 11/11

Permitted days up to 100

with 100% R.M. 100

100% 100% 100% 100%

100% 100% 100% 100%

100% 100% 100% 100%

100% 100% 100% 100%

100% 100% 100% 100%

100% 100% 100% 100%

MCL003293

WJ 001813

2/12/14

T. Kent Davis -
Can find PCMs, T&E, etc - Technical
Reg. Manual, Home Policy, etc -

Reg. Manual, etc -

1/2

Reg. set made - and inventory the -
talk to PCMs that are

T&E of Completed in April
and May to GCC

PCMs - T&E I shall approve
C GCC meeting to approve
then license

See notes to 15 points email
2/21/14

pk

Review email to Dave West
to ind. to letter

Brown

Stan will respond to George
that they will not let him
take it down the wall

TD - Rose says it's not
a recommendation

1/23/14

Low T-bush Forest

Long Old Tobacco

Long range forest with

long tobacco roots within

one row of the forest

May have 1000 ft forest

wide 100

2nd forest is 75th that low

still for where he hid. No

MCL003295

WJ 001815

WJ 001816

Takrich, Son Thant

1/29/14
1/29/14

Conf. with Karen Polk, CDD,
Fall Takrich & Rose Munn,
Reg. to Son Takrich -

Reg. say DOB will issue
license to Takrich in mid - 2014.

Johnston

1/27/14

Can't say that T. Smith, Garry, Brian
Richard Ryan, Maurice.

① Sch. agent -

RM = last "govt approval"
to approval. Garry, Brian
Darius.

Ag to: 18 mar w/ 2 lines side room.
if required - by handwriting is more difficult
- he not offer to Smith what -
make request & suggestion.

Require diligent pursuit

RM will give me long & we
will review

② Prop. to go to home the
Darius.
Don't think it would be hard
on "agent" and on Bill's opinion
of notes.

③ The Agreement of 5,000

The agreement of 5,000

④ Elements -

The agreement of 5,000
The agreement of 5,000
The agreement of 5,000
The agreement of 5,000

⑤ The agreement of 5,000
The agreement of 5,000

Jahid, Jamil

(2)

1/29/00

cut 1/2

(6) ~~to~~ Jahid Family (unavailable) 6 boxes 75
Century photo @ Mountain View
Century

My father will talk to WNV &
get some on Boy up a more
official & see if there is
a link to

Totipotency

1/20/74

Conf. of Kevin Kirby, CPA
2 to 3:00 PM

(1)

When ~~the~~ Todd ~~had~~
~~an~~ interview ~~with~~ me
w/ Sam he was
long "at risk."

Todd did not put any \$ into
several LLCs & Kevin has been
holding them & he has been the primary owner.

1st of Todd's Bostons could
live, talk & make

Todd "I know" he is serious. Not
Sam's idea of the amount will be
very much less than that.

He wants to

buy equity

first

vesting

7 years

forward

(2) Waste Pine sold case went
to Felt & ~~the~~ Paul Lake

had been at your expense
comp. w/ Mr. Kirby's name at
Paul Lake will be more than

(buying ~~on~~ in) & I have
and I am to that will
be worth = exp. given. I think

of that is good.

Tobacco, Low Bond

1/22/14

Looking for ^{Stan} ~~Tobacco~~
Kern Policy C/P + RCM-

RCM - Creditors' periods have
expired & 21 to be
filed in timely manner

- Big over 1. ① H.P. on life house
② Dick & Dorian ③ First Judy
④ ~~George~~ George Brown

Ab look, but life & other. Volume
p.p. secured but did not
file claims, are in paper
guaranteed by Sam's will in
Trust.

Stan & pol's will and all Sam's
life pols for living by company
as of date / - subject to the
we will get more defensible
to match case.

R.B. as placed what would be
pay out of the estate in form
Trust.

(over)

ALSB

~~ALSB~~ is I am owed by
Preston it owes \$170
Preston has cash but not
enough to repay all
4 creditors - ① George Brown,
② Maurice James Brown,
③ Sam Brown &
④ Ray Taylor.

Kevin will compute present
position will present to George
Austin.

Samuel T. Smith, Jr., Trust

1/14/14 Cont'd Told Taksich -

March ① He wants his Duck Flat
LLC to take it in early
for Super web that will
see for PSH PH from
Sam web no int. for
12/31/13.

② Agreement between White Pine
Duck Lake Ranch
1.574 in = 1.574 in
April 1/14
at WP is 10/31 9-entire
the same 1/15/14 " 12/31 " " "
" " " 4/15/15.

Send email to Kevin re
~~copy of agreement~~ 1/14/14
copy of agreement & add
PL's share of interest 1/14/14
He will copy of WP's
for Agreement.

③ All the rest of the
obligations Todd & his
associates have been
filed as claims. We will
work out when they receive
claims. They will be
subjected of new laws and
UCC-1, & Sec Agreements
DVTs.

Johndy, Sam De Th...

1/12/14 Conf. with Todd Johndy & Kevin
Perry, CPA.

NR - Todd told, tax < \$200k
\$120k = total owed & bal
by 6166

2013 on the price will be
high

One entry, full price of
the one to be sold.

Purchaser to pay toward
of the price
Sam abandoned entry by

Toback, Sam

12/24/73

Conky Told Toback &
Harris, CP

Kevin is studying the 11th
He is studying the 3/21 April year
for in April turned we are not
for several days he is studying

He is studying some extra books
extra

Ag Credit has valid guarantee
from Harris Camp & Ben
Toback Do not want that

Take the Sam Trust

12/19/13

Confer with David -
On Mon - 12/23 - \$90k - \$100k will be netted.

ALSB is selling a
lot of ALSB over George
Rosen. \$100k is a round
lot - probably around
wife. The RB will be sold
to George Rosen except of
remaining balance used.

2 lots left - \$100k per lot for FIB -
separate owner - some will go to exp.

FIB will lot - Ditt & Rosen
will be sold something & future
\$49k will be deposited in

FIB will be sold to
Matthewson for \$100k & Bickman
plus a given & delivered -
706.

? FIB lawyer

Matthewson Devo to meet today with
for gold course.

B.I. Sale is looking for to get
R.I. Richard out of Matthewson Devo

5/ G. L. Martha Memorial /
Kaiser Permanente -

OK. I. L. H.

762-1607

12th & Main
 Group over Geo. Brown
 11th to 12th St.

St. Agatha, La. 1888

12/22/3

Continued From Page 4

Kevin Riley CPA

ALSB, L71. ~~ALSB, L71~~

Sleep that down well

lots & shares Geo. Brown, (10%)

Mountain Dew (90%) Soda & The

Todd wants process /
role of lot to be 90-10
water

10/22/13

Cont. w/ Todd Tucker,
- Union / conflict - Almost 1 Day and
- Apparent in July with Agreement about
the 11/15/13

- Kim and - Brian Kelly,
Brian and

35 % Dist

Agreement - who will
give - Kim and open
letter.

- Lee Smith - for the back

Links in John Tucker Hill LLC
2x used for - in no opinion
of entity by Lee

Takrich Son Trust
~~Barney Trust~~

10/21/13

Can buy Tess Clayton & Todd
Farme Water, Etc.

~~Takrich -~~
~~the will~~

Sam has ~~35~~ 35.242%
of Son's Creek Ranch,
LLC + Lee Smith
agreed @ \$1.055 m.
Debt @ \$4+ m, so it
seems int for \$0 from
w/o disch.

We will talk to Kim and meet
Mon. we his agreed /
Barney Bill goes to it.
go val. at 35% back.

T. H. H. H.

10/10/12

Conf/ Todd & Kevin -

They are negotiating w/
Wells Fargo & B/A on
a final \$6m loan on T. H. H. H.
(T. H. H.)

2/12

T. H. H. H. was sold to
Todd's LLC @ end of 2012
based on Option interest
into

Indine

T. H. H. H., Ltd., bought by
the P. H. H. H. from
the B/A for \$6.3 m.
It is first purchase.

T. H. H. H. Issue Trust has put
\$1 m into Indine T. H. H. H.

Tatrick, Sam - Trust

10/7/12

Conf / BCM, Kevin Bley,
COP, D.H. & 1 for Tatrick &
Jill Clayton -

Hanette Chatters will be
regarding on Sam's trust,
but she also to have
reference to the old 1-house
trust - She was Picnic,
may have put time
for the Tr.

Takisha Sam Thru 12

9/30/13

Confer T.M. & Liza DeHolt
Kevin Rieky, CPA -

① Discussed Sam for professional
BoD with all Roger Morris

② ALSB = Mr Corp -
Sam is sole mbr, BoD, &
officer - T.M. will talk to
Becky Rieky / TISOR

Takrick Samuel J. Dr. Trust

9/23/13

Conly Todd Star Takrick,
& Kevin Riley, LPP -

① After purchase / house
fully did not make
furniture so they will
have it appraised

② When we get John
from CT, we will
get finger an all
we - direct voluntarily
of gift to them /
6% each to them & Todd's
trust to trust. The rest,
then 11 of 6 to each
to Todd's & John's Family
Trusts & then research
it. These can be counted
as gifts.

③ Anna is updating appraised
info regarding other tr.
(I have not seen them)

MCL003316

WJ 001836

Samuel Patrick Trust

9/3/17

Letter to Trust Officer -

Re: Trust

Gold Ltd. New

Ken, Kevin, & Dawson &

Ben @ 12 & took care of

more & helped.

Ken and Kevin were

very helpful.

575-2707

Johnny, Sen

9/13/13

Conf w/ Reg. M...
H... W... -

Sam
W... for

Reg said effecting date
of purchase of H...
Pioneer Group Inc. and its
first will be lot of
CDOB approved. They will
not do it retroactively.

Reg said they will not
approve retroactive gift
taxes, CDOB approved it
but 2nd prudent given
priority over to Todd
John / 6% / off P...
John - ...

ROGER M. MORRIS, LLC
ATTORNEY AT LAW

**The Firm
Biography**

**Colorado
Retailers
Guide**

**Colorado
Gaming Law**

**Colorado
Liquor Law
Contact
Information**

The Firm

Roger M. Morris, LLC is the Denver, Colorado law firm founded in 1997 by Roger M. Morris, Attorney at Law. Concentrating its practice in the areas of gaming and alcohol beverage law, the firm provides a full range of legal services in these two areas, including assisting clients in obtaining alcohol beverage and gaming licenses. Firm clients include manufacturers, wholesalers, and retailers, as well as individuals seeking licenses and qualification under the alcohol beverage and gaming laws. The firm also represents clients in administrative litigation and assists them in obtaining a wide variety of administrative approvals.

Our knowledge base and broad experience in these practice areas ensure that our client needs are handled efficiently and professionally. Client satisfaction is the cornerstone upon which the firm was founded, and this remains our primary objective.

Inquiries concerning representation by the firm should be directed to Roger Morris, Esq. All inquiries are considered confidential.

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Thinks

9/18/13

Looking BOLD & sp. T-birds
Korea Ribs -

① Affidavit

② Appraisal / Home

③ Appraisal / Daniel's Book

④ Meeting w/ Bear -
Letter Testimony
Topic of Evidence

For

Discussion / written

February

2/20/12

Call Log: Bill & Lynn - Richard &
Fiona Riley

D. R. birthday. Bill & Lynn
Bill Rogers to make me
it's OK, a few more of
Spice W. if all agree

Toll will get her purchase
the most money in the 12%
gift of money that I the
house

(2) Bill from the house a check
for rent of \$1,000.00. We
just sent to Roger & Lynn
Spice W.

(3) Call Bill. Don't want to
be in debt to Toll in
any way.

Did not bring up with
did Toll.

(1) Conversation in recent
from White Pine to
Feb on "bargain sale"
Karin and says to understand
details of re working to satisfy
Pam

(2) Shaking Pine stock is
in Tom's name & we will add it
first if her name listed
concord to

(3) Series LLC in future -
yes - with first &
as the changed

(4) Apparent of making
calls are working. Lynn
I for long will not be White
Pine due to conversation
earliest so they will use
Lee or some guy (?)

Tobias Dyer Moore

8/21/13

San Diego, 19th March, 1904

He will ~~use~~ Affidavit
for Wards, & be Minister and
will instruct CDOG.
CR He sent CDOG Deducting
Gift & TR & Grand Amount
to They will want Affidavit
for under Charity, 90%
to pl. Power back.

Explains to Jess & Will
Will said he'd sign if I put his name
in there. He said he'd sign it.
~~He said he'd sign it.~~

2/14/13

Debbie

Confer Bern & Todd behind
we will only be Jan. Dayton

Bern: want an expert with notes

He will: pl:

Revise proposal, change notice
to letters, write / notice /
prop. letter to Mr. from last,
change notice to letters

I will:

talk to ~~the~~ Roger M. and
Steve West a 6% - 10%
I did CDB get Giff & Inc?
talk to appraisers
Tax issue of P-4, Bern

Will not:

wrapped to letters
No letter to Bern
On from notice / Prop letter

Todd & Jan will Family Trust will
not become from LST's share
Trust to pay us by 9/15/13, but

MCL003324

WJ 001844

will pay 1st & then come
paying us a large part of
proceeds when Col. gaming returns
funds.

Takings, Sam Pratt

8/13/12

Confes/ told Takings

Wendy & I owed 750k & we entered
the & handling. I'm Sam
but he was a speaker budget.
The getting in "society" & the
the the rialties

The Trustees & Parents
for Trustees "health, support
witnesses" & they want
to explain all conditions
have to be pd & taxes pd
before the Trustees can be
funded & books can start &
be home as & honesty
Trustees.

~~the~~ Cate & the law -
to be "voted" & that
see us doing everything
Hope we "valid claims" & the
pd directly as of Sam
pd (some notes)

Plan on visit by Wendy & I

MCL003326

WJ 001846

On Notice of Request Notice

Can they require to be
signatures (Signature & Name)
(Ref. Notice) in only for the notice
The is getting best only a
short notice

Notice: Please - USA is - the
country

On Notice of Request
Notice -

Teknick, Samuel - Trust Admin

8/12/13 Colby, Jess Clayton, Kevin
Riley, CEO, & Todd Teknick -

Lettr to: Todd, Stan, Wendy & Alexi
Kupke

Significant matters

City Approval of conservation easement
for Wison Ranch - agreement
will be place between Colby
Family & Wash County that
signed in 2007.

DR & WR atty would enter
into new agreement on either
old agreement.

Wash Co (NRCS) has 700
~~acres~~ acres in this

Peace agreement yes on this

Wison Ranch has 99-acre lease on

And $\$ = 7m$ w/ 2^m to be
at the city at day.

Optimistic again with the
will in the country.

NB U might be in the middle,

T & H will talk to H. H. H.
and his friend.

They will all be in the
office and clearly a policy
except for the present.

Plus B. and I will call
#4

Sam T. Chittick Jr. Family Trust

8/5/13

Letter/ Brian McQuaid, Esq.,
Kevin Kelly, CPA & Todd
J. Chittick

① Gaming issues -
Respond to Rugg's email to
Royer gave report - He said
Kevin has no design in any
way capacity as ~~the~~ Co-Trustee -
he can be in any other non-Trust
capacity. T.A. requires 3 Co-Trustees and we will

② Appointments - board & go w/ 3
become / gaming
issues. 2 of

Second Amendment says that may right of
Control is on willing, then upon any
Equal voting. All will call, check against

③ ALB - BLM report -
Some debt was default with
\$147k in & ALB is in
some per guarantee / Pioneer
\$6m in. T.A. has been at
presently little for K.T. since
1st.

Tanene

- ④ NJ, Tare Trust -
Wendy & Tanene want to use
the 494 Mtn Road w/ their friends to
Kupret. I don't want to.
Send letter to Todd, Wendy, I don't
Tanene. Deciding how much
to be used - based on how much
for the use of this unique property.

② ~~Appraisals~~ -

Todd wants to include

Tanene & Todd use

W/ agreement of all others

Re I letter - use for

Wendy, Tanene, I don't & Todd -

explaining Tom's intent.

All assets are prop of Trust & not to
be distributed & explain Todd's fid. duty.

- ③ Appraisals - to Todd & Kevin
Will call Lee Smith & Ther.

- ④ Wendy wants her \$2m it now
is threatening litigation. Explain
how to protect S/O's Trust.

- ⑤ B/A loan - Kevin & Todd will
talk to the bank. How by & other
landings.

George, Sam - Port Adams

3/1/13

Confer/ spare writing log.

David Henderson called
Widely followed up & complained
that Sam's letter to his Dad
they had George Dad.
Repetition:

P 10 - "Dead wood" 16
"Cripple Creek"

COB has to approve transfer
before 10/10 10/10/11.
But requires 1st half of
note. Not done.

Consent in Order

What about 6% gifts?

Address it in Order also?

1570
A. J. [unclear]

All agree Group that we
were failed.

7/24/17
/29

San Antonio
San Antonio, Texas, 1988,
TJBT - 1/2000 -

~~San Antonio~~

① Approved - interview /
of applicant - for position of
This et al. - to tell & keep them
me. Will TJ will do the
work & see & conclude them.

② Roger looks like you told
them that they (COB) could
have large child? - Roger
might be for

③ Acco Finance & First Ind. &
Gen. Bank (Gro's is a delinquency
a foreclosure); John Diamond says the
Guarantee line up

④ Was with 2/25 and
was long time in Roger's
bankruptcy (COB) for
the last 2 years and 1/2
By 1/2000 - 1/2000

① H/R to the Com -
had been in the house
with the R. H. H. H. H.
might all the time

② G. H. priority to list the
G. H. H. H. H. H. H.
H/R - have been thinking
about 3 H. H. H. H. H. H.
would be a H. H. H. H. H. H.
H. H. H. H. H. H. H. H. H.
H. H. H. H. H. H. H. H. H.
H. H. H. H. H. H. H. H. H.
H. H. H. H. H. H. H. H. H.

③ W. H. H. H. H. H. H. H.
H. H. H. H. H. H. H. H. H.
H. H. H. H. H. H. H. H. H.
H. H. H. H. H. H. H. H. H.
H. H. H. H. H. H. H. H. H.
H. H. H. H. H. H. H. H. H.

7/22/13

Feb 11, 1902

2/23/13

11

15/11

1914

3. 4. 5.

WJ 001856

With a fair information
against - That several letters
be sent out to the
submitters. Tell - Walter
the last one. (2)

My last letter is passed
to the office.

KR-

Third

888 296 1938 - 225 415
Sage 327-3000

877 650 2602
8356 41 #

7/19/12 Gully Blm + P-4,

No physical guarantees
workout notes

Full will take over

① D. Wilson, Land Tech.
at 40, 1st 2nd

② we will send Tractor
Office next week if you
have it for 1st of month
before 1st of month, but on
ground might not be able
to put in all payment
and so that down in red

③ Received all Notices from PRT's office and are opened.

④ Today brought in 1000 lbs of our own meat.

Jatrick loaned to the Trust

(503) 329-2141

2/12/13 Can't say Roger M. E. -
Hence W. E. -
970 453-2901

RM - Katie = head / Cole gaming
told RM they keep records w/ it. Jack
Chris Hartman = in verification
for our applications & etc
told RM for total 30% + RM
told he it's 33%
301.05 sh. = Sam's stock & for
is total

SW - "Ownership & Control Report"
showed 1947 sh. / "premier state"
owned by Corp.

RM -
Cole Director / Gaming
She agrees w/ him

7/11/13

Conf. w/ Todd J. Abbott,
Kevin Bailey,
Roger Morris.

Stan & Todd

Cole Division / Gunning
C-DOG

3200 Chevy Week 10th Div.

7/10/13

San Gabriel Port ~~Wm D. ...~~

Go by River ...

Chris Hartman & ... Craig
Colo. ...

Conchall ...
San ...
... 618 ...
... 67 ...
... ..

Debride - Trust Admin

7/9/13

Can't T.O. & John (T.O. & John)
Kevin Riley, LLP, Roger M. -

Investigate on how to get
Branco Billy's issue -
Chris

Will not appear effective
from first Trust and gifts

1
Can get to so quickly
through the process but
can is not be effective until
approved by California
and then a case of appeal
are possible which I
pending.

~~Chambers, Robert & Mingo~~

~~Smith~~

6/14/12

Conf. ~~Smith~~ Smith -

San Francisco Post Phoenix

7/8/13

Con. by Roger Menden, Esq. -

Shackleton's Agent gives
copy of book, semi white
9 was after the book to find
the copy & then to find
meaning of the book we agreed
it's public, void because
the "Gray Book" had
expired & was more recent

He is ok w/ telling the
public that the purchase
of the private book should
to San Francisco in '03
by attorney, the book was
TDA was void until
approved by Cal. GCR
that purchase is now being
followed by the book & if
GCR requires the purchase
there is still no public

MCL003344

WJ 001864

and then brought to the

The more complicated, the
larger CCB's appeared and the
more I was uncomfortable
Till I should I that be published
the first apply as should
the things more time.

Balance reversed again

2/2/75

Sam Takie Trust Admin
Can Buy Gold Takie, Kurt Harkins &
SP8 - 296-1932 225415

3/2/00

#0 for help

Kevin ~~the~~ Riley, CPD

see list

Roger Morris -

4 of approach

① Sam to Trust in 2006
(not 2003)

② Sam's Trust to Stan &
Dell - 6% each yr
From & for ~~the~~ their
Family Trust

③ " to Stan & Dell

④ Trust to Stan & Dell
parents, under Sam's Family
Trust

GST

for

with & other

letter to Stan & Dell requesting
20 years to 18 mos, should be ~~the~~ ~~the~~

MCL003346

WJ 001866

be void because they must not
opposed by G.B. & are there other buy-sell rights?
Id. no, ^{even more properly needed, apparently} ~~not~~
RM - ^{for the} has no part
of buy-out

George Brown in Prince &
Jackrabbit (snake back rank) &
they are demanding \$2.6 m
cap. contribution to Jackrabbit.
They don't want to talk to Gene
Brown. I will deal on this
1110 of Gene with suggested POW
1st deal & Double (dividend) &
then DNL if POW RT cannot make
land status to California &
MB & B/P DNL -
I am all the responsibility
of POW before and

POW and in relation of
Gene with the bank
concern of John Brown,
has been in it (Montana
banking company)

See Tobiak Post Above

7/2/13

Can find Todd Tobiak

Wendy agreed to send
DIBB Can apply for
entire info in process
Group, Mac is not interested,
But she will go back
after to apply
(see email to CCM for
12 / 11 village)

982-4795

888 296 1938

304 345 7506

225415

Put up 31810

6/25

1/2 - ten email to
for Holt & Conroy Dir
Btu

Apr 1/2 hr - John
conf. call

1/2 hr - Meeting from
email / ~~from~~
Cassidy & to Schultz

Sam Dehnd - ~~Task~~ ~~Plan~~
+ John

6/24/13 Conf. w/ Roll Task, ~~ick~~

Kevin Riley CPA -

Heathy Newby / B/A wants
to us go talk to ~~some~~ ^{day} - "give
her what she wants?"
BLM off for this

Talk to Roger Morris next Mon out of

App List of assets is still coming
as he has. BC on his list of liab.

Rate	117.00 USD
Taxes	15.21 USD
Total	132.21 USD

Total for Stay: 132.21 USD
Includes estimated taxes and service charges. (Gratuities not included.)

Tax:

- There is a 13.00% per room per night tax.

Additional Charges:

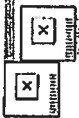
- Self parking: 0.00/night

Room Information:

Rooms: 1
Clients: 1 Adult
Room Type: 2 QUEEN BEDS NONSMOKING
Preferences: Two Beds; Away From Elevator; High Floor
Your room type preferences have been submitted with your reservation, and are subject to hotel availability.

Rate Rules and Cancellation Policy:

- Your reservation is guaranteed for late arrival.
- Please contact us should you need to cancel your reservation.
- Cancellations are required by 6PM on 20 Jun 2013 local hotel time.
- Cancellation penalties may apply.



If you use a debit/credit card to check in, a hold may be placed on your card account for the full anticipated amount to be owed to the hotel, including estimated incidentals, through your date of check-out and such hold may not be released for 72 hours from the date of check-out or longer at the discretion of your card issuer.

If you need to MODIFY or CANCEL your reservation, [click here](#).

Any change to the arrival date, departure date or room type of this reservation is subject to the hotel's availability at the time the change is requested and may result in a possible rate change or an additional fee. For example, shortening or lengthening your reservation is subject to availability and may not be possible at a later date. For more information, please [click here](#) to see all the rules and restrictions applicable to this reservation.

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T. Ford and Al

7/1/13

Landlord Todd & John Tinkler,
Rogers, Mark, & known Policy App#

Rogers said Landlord will
be a lot of friends
getting a gaming license w/
the win & credit issues &
facilities to be in the
center. So I + you know
the gets a half a way
from White Pine after activities

T & I then will talk to Land
w/ copy of Prop that lists
all issues. P.D. D & Appellate
then all will be against
P.D. He will give up be
it to ~~Chase~~ Power Group
The gaming spot in
3-1 at several Point of
TR that Power prepared &
have documents about it
for the GVP point

When frequency is very high
Rogers will get up Video, (FO

MCL003351

WJ 001871

of the ...
Apparatus ...
in get ...
...

Told ... to ...
... to ...
...
...

Heich, Sam Trust Admini

6/18/73

Conf / Love West, Eg -

He talked to Mark Murphy &
a concern about Will having
different bones or feet

Line - O/V Bldg in Cripps Creek &
no Hotel - Mark will be the
help find gl appraisers.

He will about Vicky, and
appraiser will be calling

X
Holt

She who transfer stock to their
trusts pay the fee except
ind. legal fees except no
by for Vicky's time. He
says it's not a "huge \$."

Family
Sam J. Smith Trust

6/17/13

Letter from Steve W. Smith
Mike Palmer Esq.

SW - Sam attempted to
transfer stock earlier this
year w/o gaining approval

Wife thinks Sam used it
in liquidity

SW - Ee & Co.

SW - Stock can be made
it away if title is
straightened out
He says gift of 3%
per each

SW - 805 = total share
 $301.05727 / 805.685 = 37\%$

SW - Declaration / gift is for 6% / My

SW - Vicki Esherman is CFO ^{Hick}

SW - Bill Percent ^{IV} putting
their stock into Trust

Takrich, ~~Bob~~ Sam

Trust

6/17/13

County Kevin Riley, ~~WR~~,
Haw + Todd Takrich

Stan will own his Pioneer
life ~~is~~ in his new
revocable Trust

WR - Sam has stock under
his int has increased as
redemption ~~has~~ have occurred

Sam's assets are in his
name so there is no transfer

Todd says

* Kevin will look @
D. on p. 25 / 510's Trust
Trust is S corp
stock of make the
elect to elect to make

Kevin said bond will be set
of \$6m lib. so it will not
affect 6166
They intended decision

Deadline

MCL003356

WJ 001876

Johnnie Lee Trust

5/11/12

~~Johnnie Lee Trust~~
Johnnie Lee,
Rogers, Missouri, Ky, Colo. growing
attys 7

Mike represents T & S &
the Rogers Trust.

RM - ① OK
If new ownership comes in
any one will 5% will
have to go thru cost-billing
usually 6%.
Sam gifted 6% to each
T & S in 4/13 & then died before
they were

② Trust ~~is~~ that over capital
is not licensed -

Pioneer set up
(3) Did to find out all over
but were getting out of the
ship and none of the others
got the approval so it
was ignored.

Report by Joe Sander.

Reg. March 1st was signed but
correct and signed in.

(4) Mar 420/606 bearing, signed
was a licensing every time
There is only "up in body" with
in the.

5/2005 - Pioneer S-Hr' Bazaar
fired since int bar?

(5) RM - transfer to (1)
First & P & 1 is combined
on approval by Goring with a
then then might be "it effectively
became ~~the~~ "stopil mistake" & argue
to

(7)

(1) Ron - to P. Vidar said,
to be able to get the
by but perhaps still
must be approved &
also therefore can be
directly up. Dii /
Owing to the general
info. & protected
private (with)

(2) "Transfer / ownership of App"
file by to

(3) Ron
the Ron Paul info
file

Ron - transfer for S & T &
their children up their
kids as a means to
be easy to get licensed

Quests for Steve West:

① Sptm / Pioneer Dist.
Trust OA (to signed &
no one has signed copy)

② Co with life partner
against son 6% + 6% =
25%

③ List of the previous
of gaming

④ > 10% bank liquidation
license must be reported
to CO's

⑤ 9.000 dollars to come
to be shared with
the trust

⑥ And some other things

⑦ Get back on the

5/23/13 11

Per LRL nr: Jaksia 10

~~Ex~~ Constant letters - T, L, J, K, R, N, Riley

• measure of wealth, ^{we call} ~~we call~~ represent GDP

- 1 pm 4-11, 12-14 → going into 10-12

Trust administration letter - need copies of all trust documents, including power of attorney, will, etc.

Answer to Question 1 - need list of known conditions, possibly also need to read the personal guarantees.

- what happens to personal guarantees when someone dies.
- the law is unclear.

SSJ Issue Trust

↓ 8M investment (100% interest; membership interest 2, blank)

Include TSS Ltd - owns the TSS Ltd

↓ uses funds to pay off debts to

SSJ LLC

↓ uses funds to pay off BofA debt in semi-annual installments

BofA account 1, TSS Ltd

Email Justice and info needed for agreement

• operating Agreements for Include TSS Ltd - SSJ LLC

• instructions that the above structure is correct

Takovich,

5/31/13

Conf. Matt Gray, Esq. -
788-2000 325-1475

See email to Till

5/31/13

Conf. Todd Takovich -

MCB has been in to
Pioneer Group

Not owner Bruce Billie's
casino & Sami guaranteed
that. What happens to
guarantee as a result Sami's
death & is it debt MCB for
est. of Sami's estate

4/15/13 = gifts of 6% to
Sam & 6% to Sam. If
had 37%

They returned gaming license
to the State & were licensed
before 9 mos / Sami's death. Till
will be able to help Pioneer
to the gaming license

MCL003363

WJ 001883

Debris, Jan - Puerto

5/21/13

Loan fee / Stan & Todd Telling-
DUB = 4/21/13
Keris is putting together
list of assets & debts.

~~The~~ house is owned
by Stan & Todd ~~and~~ Jan
of Project TLL
The Van ~~is~~ is owned by
STO's Bruce Telling
Project TLL

Loan of \$6.3 m is in
Jan's name of ~~the~~ TLL ~~and~~ owe,
17.25 m to Jan.
Same

Do an agreement for ~~the~~ ~~the~~ ~~the~~
project to be used to invest
in TLL to be used to pay in
partially pay B/A
Bruce Telling in ~~the~~ ~~the~~
loan, sell if before TLL
cannot

MCL003364

WJ 001884

They hired Nick Palmer, Esq.
for negative w/ Brown's
lawyer re gaming license

Viduy Fedelman = CFO /
Brown's

4/15/13 = date Sam gifted
Liam & Todd 6% of co
and then DOD

Sam's int was 37% less
the 6% + 6% gifted.

List of Lbs. (creditors)
several mismanagement with

Proper as in LLC

Confess To All Things

On 12/12, Sam got a
value & had other health
issues so that led to
lot of fighting in 2012.
2013.

SST, Time in " and
 " " " " and
 6-7 in 10 ft. and in 20 ft.
 down
 I was for 20 ft. and in

LT from ...
 TLL LLC LLC ...
 To 10 ... in 12/12 ...
 ... retained 6.7 ...
 They ... LT
 ...
 Left

Low level of H_2O
 Page 2 of 2
 bring this to the
 for the H_2O level
 level of H_2O

4-2-19

5/8/12

See O.L. in (Furman) DeWitt
with - Att. Admin. abt.

TV

per. added on
with in 1st hr. in
show

Excess = St. Poll, King
Barratti, CPP

Sept 6/29/06

2/10/11

All pay to Dad's bank,
to his house, 7703

Howe, John For James H. & Co.

10/10/1913

Telephone: 505 49-4111

9663 *Helianthus*

by red. They look like

Partnership (by Bill & Ray)
Bennett, 1988

STF's. June Print

Told = Fee

?

Over - 2 in LP get 7
49 1/2 / Home Camp school (6th day school)

Get sent out a week later

What is it like?

Bring with me 1. a cd. a
for 2 family. But also
exp. a book. have

Post
p. 5

MCL003371

WJ 001891

5/2/13 Gutter Riv - Thide

Lockman was exp that did leave
of winter, much & it had opt to
buy enough / much to from

Backman.. They are abandoning
Lockman & getting out for
because / for / opt.

Broken Chain

I little knew that morning, God was going to call your name,

In life I loved you dearly, in death I do the same.

It broke my heart to lose you, you did not go alone,

For part of me went with you, the day God called you home.

You left me beautiful memories, your love is still my guide,

and though we cannot see you, you're always at my side.

Our family chain is broken and nothing seems the same.

but as God calls us one by one, the chain will link again.

Ron Traumer

In Loving Memory

On behalf of the Jaksick family, we wish to express our sincere gratitude for the love and support you have offered us at this time.

Please join us for a celebration of Sam's life from 4:00pm ~ 6:00 pm at
Montreux Country Club

Samuel S. Jaksick, Jr.

June 27, 1937 ~ April 21, 2013

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WJ 001893



*Don't grieve for me for now I'm free. I'm following the path God laid for me.
I took His hand when I heard Him call, I turned my back and left it all.*



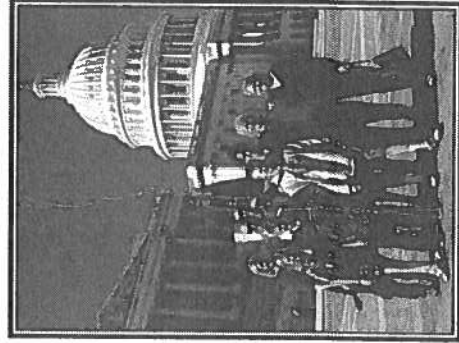
Lift up your heart and share with me, God wanted me now, He set me free!

*I could not stay another day, to
laugh, to live, to work, to play.
Tasks left undone must stay that
way, I've found my peace at the
close of day.*

*If parting has left a void, then fill
it with remembered joy.
A laugh, a kiss, oh, yes, these
things I too will miss.*

*Be not burdened with times of
sorrow. I wish you the sunshine of
tomorrow.
My life's been full, I've savored
much, good friends, good times, a
loved one's touch.*

*Perhaps my time seemed all
too brief, don't lengthen it now
with undue grief.*



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Samuel S. Jaksick, Jr. passed away unexpectedly on April 21, 2013 at the age of 75 after kayaking from Kings Beach to his lakefront home in Incline Village, where he resided for over 30 years.

Sam was a native Nevadan, born in Reno on June 27, 1937, to Samuel S. Jaksick, Sr. and Thelma M. Jaksick, who operated lumber mills in Quincy, California and Lakeview, Oregon.

Sam graduated from Reno High School where he was an excellent athlete, excelling in track. He went on to earn his undergraduate degree in Business and his MBA from The University of Nevada, Reno and was a member of the ATO fraternity. Sam proudly served in the Nevada National Guard and was honorably discharged at the end of his enlistment.

Sam was a true visionary, which is why real estate development fit his personality so well. He had a unique talent of finding business and real estate opportunity. He saw a growing population in Reno and great potential in the land that his father had acquired throughout the years in the lumber industry and chose to convert a former cattle ranch into the planned community and golf course that is known as Lakeridge. As the Reno Gazette Journal wrote on April 24, 2013 upon learning of his passing, "his work will be his legacy, and there are hundreds if not thousands of people in our community whose livelihood can be traced directly or indirectly to Jaksick and his efforts." Some of the most notable planned communities that distinguished him in his field include Lakeridge, where he hired famed golf course designer Robert Trent Jones, Sr., who created the "Famous 15th" island green.

Sam's next planned community was Caughlin Ranch, followed by Saddlehorn in southwest Reno. His most recent project, Montreux, at the foot of the stunning Sierra Nevada mountain range, featuring a Jack Nicklaus designed golf course which hosts the annual Reno Tahoe Open. Sam was honored to receive a call from the PGA Tour indicating that Montreux had been selected as the home of one of the tour's new prestigious events. It is this beauty and challenging course which the PGA Tour professional holds in such high regard, that many believe help keep the event going.

Continuing on the successful career path he had built his entire life, Sam spent a tremendous amount of time planning a future development known as Spring Mountain, north of Reno. While Sam is known within the community as a prominent business man, he felt most content as a traditional cattle rancher. He loved spending time at the family ranch where he created unforgettable memories for his children and grandchildren. Sam was an avid pilot who flew both fixed wing airplanes and helicopters. An ideal start to his day would be an early morning flight followed by pheasant hunting with his beloved dogs, Binka and Ghita.

His true passion in life was hunting. Considered a world-class hunter, he traveled the world many times over hunting unexplored territories in pursuit of record trophies. Sam's love of hunting inspired him to write a hunting book narrating his 45 years of international hunting adventures for his grandchildren. His no-fear attitude and unparalleled sense of adventure didn't deter him from traveling to China amidst the SARS outbreak to successfully hunt a Dwarf Blue Sheep, and more recently traveled alone to hunt the elusive Markhor, in the mountains between Afghanistan and Pakistan at a time when Pakistan was proclaimed to be the most hostile and dangerous place in the world. Sam returned home safe with his Markhor.

The tradition of hunting runs deep in the Jaksick family. Often Sam's sons, Stan and Todd would accompany him on extraordinary hunts. He helped his son Todd complete his Grand Slam of North American Sheep by the age of 14, and more recently helped his grandson Ben complete his grand slam at the amazing age of 10.

Being a devoted family man, Sam loved traveling and spending time outdoors with his wife Janene of 20+ years. His children and grandchildren were a huge part of his life. No matter what sport, whether it was hunting, football, basketball, baseball or martial arts, Grandpa Sam was their biggest fan. Sam enjoyed riding horses with his daughter, Wendy, as well as playing golf and skiing with his son Stan. Sam and his youngest son, Todd, would look forward to disappearing for weeks on end in search of a trophy animal. He was proud of each one individually.

Sam will be missed dearly. He is survived by his wife, Janene Jaksick; his three children, Stan Jaksick, Wendy Jaksick and Todd Jaksick (Dawn); his grandchildren, Lexi Smart, Connor White, Sawyer Jaksick, Luke Jaksick, Ben Jaksick, Amanda Jaksick, Reagan Jaksick, Sydney Jaksick; and his great grand daughter Jaylyn Fields.

A private family service will be held on May 6th with a Celebration of Life to follow.

In lieu of flowers, the family suggests a donation for wildlife conservation. A memorial fund has been established in Sam's name at First Independent Bank, 5335 Kietzke Lane, Reno, NV, 89511, which will benefit Nevada Bighorns Unlimited Account Number 8010590357.

The Jaksick family welcomes you to share memories and/or pictures of Sam on Facebook page: <https://www.facebook.com/sam.jaksickjrmemorial>

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