

**IN THE SUPREME COURT OF THE STATE OF NEVADA**

THOMAS A. PICKENS,  
INDIVIDUALLY AND AS TRUSTEE  
OF THE LV BLUE TRUST,

Appellant,

vs.

DR. DANKA K. MICHAELS,  
INDIVIDUALLY AND AS TRUSTEE  
OF THE MICH-MICH TRUST,

Respondent;

Electronically Filed  
Feb 25 2022 02:34 p.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

**S.C. DOCKET NO.: 83491**  
D.C. Case No. D-17-560737-D

**SUPPLEMENTAL APPENDIX**

**Volume XXXIX of XXXIX**

**ATTORNEYS FOR APPELLANT**

JOHN D. JONES, ESQ.  
Nevada Bar No. 6699  
JONES & LOBELLO  
9950 W. Flamingo Road, #100  
Las Vegas, Nevada 89147  
702-318-5060

**ATTORNEYS FOR RESPONDENT**

Jennifer V. Abrams, Esq.  
Nevada Bar No. 7575  
The Abrams & Mayo Law Firm  
6252 South Rainbow Blvd., #100  
Las Vegas, NV 89118  
702-222-4021

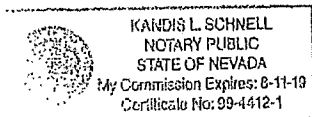
and

Shawn M. Goldstein, Esq.  
Nevada Bar No. 9814  
GOLDSTEIN FLAXMAN, PLLC  
10161 Park Run Drive, Suite 150  
Las Vegas, NV 89145  
702-919-1919

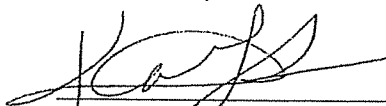
<p style="text-align: center;"><b>CHRONOLOGICAL INDEX OF APPELLANT’S APPENDIX</b></p> <p style="text-align: center;"><b>VOLUME XXXIX OF XXXIX</b></p>		
<b>DESCRIPTION</b>	<b>DATE FILED</b>	<b>VOL./PAGE NO.</b>
<b>Defendant’s Trial Exhibit B</b> – Records produced by Shannon L. Evans, Ltd., in response to Subpoena Duces Tecum and following her deposition (complete file)	02/14/2020	XXXVIII/ AA08940- XXXIX/AA09272

<b>ALPHABETICAL INDEX OF APPELLANT'S APPENDIX</b> <b>VOLUME XXXIX OF XXXIX</b>		
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me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

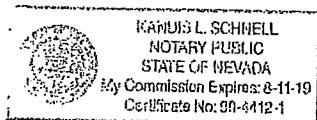


WITNESS my hand and official seal.

  
NOTARY PUBLIC

STATE OF NEVADA       )  
                                      ) ss:  
COUNTY OF CLARK     )

On this \_\_\_\_ day of SEP 13 2016, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for said County of Clark, State of Nevada, personally appeared **Danka Michaels**, as trustee, who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.



WITNESS my hand and official seal.

  
NOTARY PUBLIC

APN: 138-31-611-007

Inst #: 20161007-0000566  
Fees: \$19.00 N/C Fee: \$0.00  
RPTT: \$0.00 Ex: #004  
10/07/2016 09:56:01 AM  
Receipt #: 2895308  
Requestor:  
EVANS & ASSOCIATES  
Recorded By: CDE Pgs: 4  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

MAIL TAX NOTICE/BILL/  
RECORDED DEED TO:  
Danka K. Michaels  
9517 Queen Charlotte Dr.  
Las Vegas, NV 89145-8673

Space Above this Line For Recorder's Use

## GRANT, BARGAIN, SALE DEED

The undersigned grantors:

Danka K. Michaels, an unmarried woman and Thomas A. Pickens, an unmarried man, as joint tenants

do hereby convey, grant, bargain, sell and warrant to the following grantees:

Danka K. Michaels, an unmarried woman

the grantor's interest in the real property located in the County of Clark, State of Nevada described as follows:

### PARCEL ONE (1):

Lot 73 Block C of Peccole West Lot 10 - Parcel 18-3-Phase 1, as shown by map thereof on file in Book 85 of Plats, Page 44, in the Office of the County Recorder of Clark County, Nevada.

### PARCEL TWO (2):

A non-exclusive easement for ingress, egress and public utility purposes on, over and across all those areas labeled private streets and common areas on the map referenced hereinabove which easement is appurtenant to Parcel One (1).

#21

Danka Michaels001131

AA09191

(And more commonly known as 9517 Queen Charlotte Drive, Las Vegas, Nevada).

The property is conveyed with all warranties of title (subject to each encumbrance, covenant, restriction, reservation and right-of-way of record), together with each and every tenement, hereditament, and appurtenance thereof.

The grantee(s), as Trustee(s) of the above-referenced Trust, may sell, encumber, or otherwise transfer said property, or any interest therein, and no person dealing with said Trustee(s) has any duty to inquire as to the terms of the Trust or as to the application of the proceeds from the sale, transfer, or encumbrance hereof.

The undersigned grantors, under penalties of perjury, declares that the actual consideration received for this conveyance was none.

DATED: SEP 13 2016.

GRANTORS:



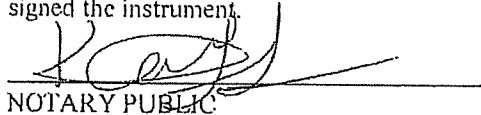
Danka K. Michaels



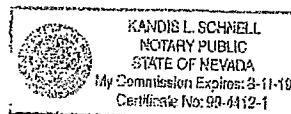
Thomas A. Pickens

STATE OF NEVADA       )  
                                      ) ss.  
COUNTY OF CLARK     )

On this \_\_\_\_\_ day of SEP 13 2016, personally appeared before me, a Notary Public, **Danka K. Michaels**, who is personally known or proved to me to be the person whose name is subscribed to the above instrument and who acknowledged to me that she signed the instrument.

  
NOTARY PUBLIC

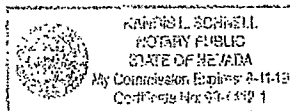
KANDIS L. SCHNELL  
Comm Exp. 8-11-19  
Cert. no 99-4412-1



STATE OF NEVADA     )  
                                  ) ss.  
COUNTY OF CLARK    )

On this 13 day of Sept 2014, personally appeared before me, a  
Notary Public, **Thomas A. Pickens**, who is personally known or proved to me to be the person  
whose name is subscribed to the above instrument and who acknowledged to me that he signed  
the instrument.

  
\_\_\_\_\_  
NOTARY PUBLIC



Kandis L. Schnell  
Cert. No. 99-4412-1  
Comm. Exp. 8-11-19

APN: 138-31-611-007

MAIL TAX NOTICE/BILL/  
RECORDED DEED TO:  
Danka K. Michaels  
9517 Queen Charlotte Dr.  
Las Vegas, NV 89145-8673

\_\_\_\_ Space Above this Line For Recorder's Use \_\_\_\_

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(And more commonly known as 9517 Queen Charlotte Drive, Las Vegas, Nevada).

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Danka K. Michaels



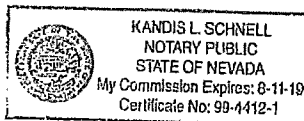
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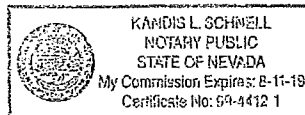
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NOTARY PUBLIC



Kandis L. Schnell  
Cert. No. 99-4412-1  
Comm. Exp. 8-11-19

APN: 138-31-611-007

Inst #: 20161007-0000565  
Fees: \$19.00 N/C Fee: \$0.00  
RPTT: \$0.00 Ex: #003  
10/07/2016 09:56:01 AM  
Receipt #: 2895308  
Requestor:  
EVANS & ASSOCIATES  
Recorded By: CDE Pgs: 4  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

MAIL TAX NOTICE/BILL/  
RECORDED DEED TO:  
Danka K. Michaels  
9517 Queen Charlotte Dr.  
Las Vegas, NV 89145-8673

Space Above this Line For Recorder's Use

## GRANT, BARGAIN, SALE DEED

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#22

Danka Michaels001137

AA09197

(And more commonly known as 9517 Queen Charlotte Drive, Las Vegas, Nevada).

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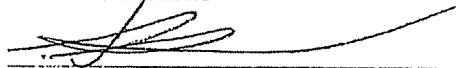
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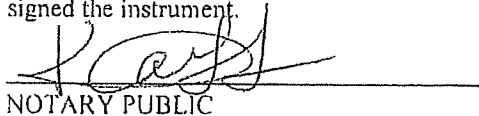
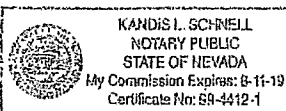
Danka K. Michaels



Thomas A. Pickens

STATE OF NEVADA       )  
                                  ) ss.  
COUNTY OF CLARK     )

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NOTARY PUBLIC

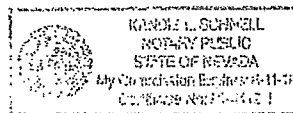
KANDIS L. SCHNELL  
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NOTARY PUBLIC

Kandis L. Schnell  
Cert. No. 99-4412-1  
Comm. Exp. 8-11-19



APN: 138-31-611-007

MAIL TAX NOTICE/BILL/  
RECORDED DEED TO:  
Danka K. Michaels  
9517 Queen Charlotte Dr.  
Las Vegas, NV 89145-8673

\_\_\_\_\_  
Space Above this Line For Recorder's Use

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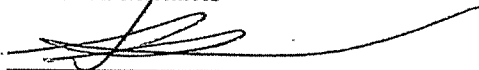
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**GRANTORS:**



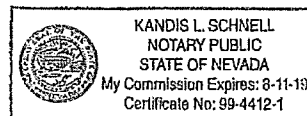
Danka K. Michaels



Thomas A. Pickens

STATE OF NEVADA       )  
                                  ) ss.  
COUNTY OF CLARK     )

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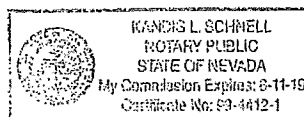
Kandis L. Schnell  
Comm exp 8-11-19  
Cert. no. 99-4412-1

STATE OF NEVADA       )  
                                      ) ss.  
COUNTY OF CLARK     )

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\_\_\_\_\_  
NOTARY PUBLIC

Kandis L. Schnell  
Cert. No. 99-4412-1  
Comm. Exp. 8-11-19



**STATE OF NEVADA  
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)

(a) 138-31-611-007

(b) \_\_\_\_\_

(c) \_\_\_\_\_

(d) \_\_\_\_\_

**FOR RECORDERS OPTIONAL USE ONLY**

Document Instrument #: \_\_\_\_\_

Book: \_\_\_\_\_ Page: \_\_\_\_\_

Date of Recording: \_\_\_\_\_

Notes: \_\_\_\_\_

2. Type of Property:

(a) ☐ Vacant Lot

(b) ☒ Single Fam. Res

(c) ☐ Condo/Twnhse

(d) ☐ 2-4 Plex

(e) ☐ Apt. Bldg

(f) ☐ Comm'l/Ind'l

(g) ☐ Agricultural

(h) ☐ Mobile Home

☐ Other \_\_\_\_\_

3. Total Value/Sales Price of Property \$ \_\_\_\_\_

Deed in Lieu of Foreclosure Only (value of Property) ( \_\_\_\_\_ )

Transfer Tax Value \$ \_\_\_\_\_

Real Property Transfer Tax Due \$ \_\_\_\_\_

4. **If Exemption Claimed:**

a. Transfer Tax Exemption per NRS 375.090, Section 3 \_\_\_\_\_

b. Explain Reason for Exemption: Being recorded to correct true status of grantors

5. Partial Interest: Percentage being transferred: \_\_\_\_\_ %

The undersigned, declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature: [Signature]

Capacity: Grantor

Signature: \_\_\_\_\_

Capacity: Grantee

**SELLER (GRANTOR) INFORMATION**  
(Required)

**BUYER (GRANTEE) INFORMATION**  
(Required)

Print Name: Danka K. Michaels  
Address: 9517 Queen Charlotte Dr.  
City: Las Vegas  
State: NV Zip: 89145

Print Name: Danka K. Michaels  
Address: 9517 Queen Charlotte Dr.  
City: Las Vegas  
State: NV Zip: 89145

**Company/Person Requesting Recording (required if not seller or buyer)**

**Evans & Associates**  
7251 W. Lake Mead #530  
Las Vegas, NV 89128

APN: 125-16-511-008

Inst #: 20161007-0000632

Fees: \$19.00 N/C Fee: \$0.00

RPTT: \$0.00 Ex: #003

10/07/2016 10:00:23 AM

Receipt #: 2896329

Requestor:

EVANS & ASSOCIATES

Recorded By: ANI Pgs: 4

DEBBIE CONWAY

CLARK COUNTY RECORDER

MAIL TAX NOTICE/BILL/  
RECORDED DEED TO:

Danka K. Michaels  
9517 Queen Charlotte Dr.  
Las Vegas, NV 89145-8673

Space Above this Line For Recorder's Use

GRANT, BARGAIN, SALE DEED

The undersigned grantors:

Danka Katarina Michaels and Thomas A. Pickens, wife and husband as joint  
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man, as joint tenants

the grantor's interest in the real property located in the County of Clark, State of Nevada  
described as follows:

PARCEL ONE (1):

Lot Thirty-Eight (38) in Block Seven (7) of Final Map of Orchard Valley at the  
Elkhorn Springs Cluster Homes - Unit 6, as shown by map thereof on file in  
Book 83 of Plats, Page 90, in the Office of the County Recorder of Clark  
County, Nevada.

Reserving therefrom a non-exclusive easement for the use and enjoyment in and to the  
association property, as set forth in the Master Declaration of Covenants, Conditions,  
Restrictions and Reservation of Easements for Elkhorn recorded March 22, 1995, in  
Book 950322 as Document No. 00346 as the same may from time to time be amended  
and/or supplemented, in the Office of the County Recorder of Clark County, Nevada.

#23

Danka Michaels001144

AA09204

PARCEL TWO (2):

A non-exclusive easement for the use and enjoyment in and to the association property as set forth in the Master Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Elkhorn recorded March 22, 1995, in Book 950322 as Document No. 00346, as same may from time to time be amended and/or supplemented in the Office of the County Recorder of Clark County, Nevada, which easement is appurtenant to Parcel One (1).

(And more commonly known as 7608 Lowe, Las Vegas, Nevada).

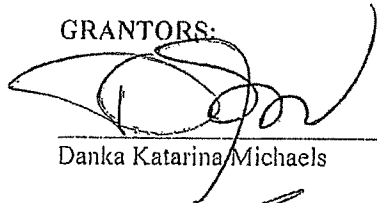
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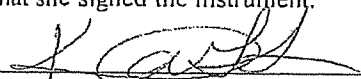
  
\_\_\_\_\_  
Danka Katarina Michaels

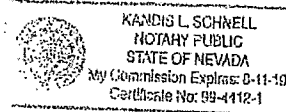
  
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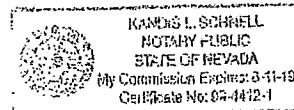


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Kandis L. Schnell  
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APN: 125-16-511-008

MAIL TAX NOTICE/BILL/

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do hereby convey, grant, bargain, sell and warrant to the following grantees:

Danka K. Michaels, an unmarried woman and Thomas A. Pickens, an unmarried man, as joint tenants

the grantor's interest in the real property located in the County of Clark, State of Nevada described as follows:

### PARCEL ONE (1):

Lot Thirty-Eight (38) in Block Seven (7) of Final Map of Orchard Valley at the Elkhorn Springs Cluster Homes - Unit 6, as shown by map thereof on file in Book 83 of Plats, Page 90, in the Office of the County Recorder of Clark County, Nevada.

Reserving therefrom a non-exclusive easement for the use and enjoyment in and to the association property, as set forth in the Master Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Elkhorn recorded March 22, 1995, in Book 950322 as Document No. 00346 as the same may from time to time be amended and/or supplemented, in the Office of the County Recorder of Clark County, Nevada.

PARCEL TWO (2):

A non-exclusive easement for the use and enjoyment in and to the association property as set forth in the Master Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Elkhorn recorded March 22, 1995, in Book 950322 as Document No. 00346, as same may from time to time be amended and/or supplemented in the Office of the County Recorder of Clark County, Nevada, which easement is appurtenant to Parcel One (1).

(And more commonly known as 7608 Lowe, Las Vegas, Nevada).

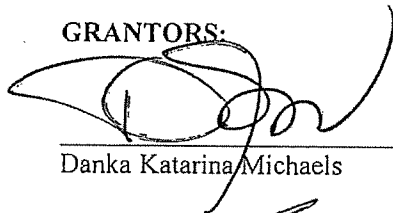
The property is conveyed with all warranties of title (subject to each encumbrance, covenant, restriction, reservation and right-of-way of record), together with each and every tenement, hereditament, and appurtenance thereof.

The grantee(s), as Trustee(s) of the above-referenced Trust, may sell, encumber, or otherwise transfer said property, or any interest therein, and no person dealing with said Trustee(s) has any duty to inquire as to the terms of the Trust or as to the application of the proceeds from the sale, transfer, or encumbrance hereof.

The undersigned grantors, under penalties of perjury, declares that the actual consideration received for this conveyance was none.

DATED: SEP 13 2016.

GRANTORS:

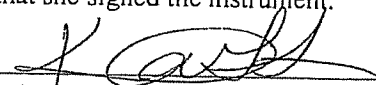
  
\_\_\_\_\_  
Danka Katarina Michaels

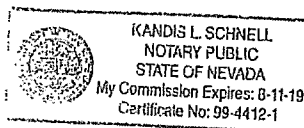
  
\_\_\_\_\_  
Thomas A. Pickens

STATE OF NEVADA       )  
                                  ) ss.  
COUNTY OF CLARK     )

On this \_\_\_\_\_ day of SEP 13 2016, personally appeared before me, a Notary Public, **Danka Katarina Michaels**, who is personally known or proved to me to be

the person whose name is subscribed to the above instrument and who acknowledged to me that she signed the instrument.

  
NOTARY PUBLIC

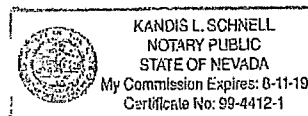


STATE OF NEVADA       )  
                                  ) ss.  
COUNTY OF CLARK     )

Kandis L. Schnell  
Cert. No. 99-4412-1  
Comm. Exp. 8-11-19

On this \_\_\_\_\_ day of SEP 13 2016, personally appeared before me, a Notary Public, **Thomas A. Pickens**, who is personally known or proved to me to be the person whose name is subscribed to the above instrument and who acknowledged to me that he signed the instrument.

  
NOTARY PUBLIC



Kandis L. Schnell  
Cert. No. 99-4412-1  
Comm. Exp. 8-11-19

STATE OF NEVADA  
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

(a) 125-16-511-008

(b) \_\_\_\_\_

(c) \_\_\_\_\_

(d) \_\_\_\_\_

FOR RECORDERS OPTIONAL USE ONLY

Document Instrument #: \_\_\_\_\_

Book: \_\_\_\_\_

Page: \_\_\_\_\_

Date of Recording \_\_\_\_\_

Notes: \_\_\_\_\_

2. Type of Property:

(a) ☐ Vacant Lot

(b) ☒ Single Fam. Res

(c) ☐ Condo/Twnhse

(d) ☐ 2-4 Plex

(e) ☐ Apt. Bldg

(f) ☐ Comm'l/Ind'l

(g) ☐ Agricultural

(h) ☐ Mobile Home

☐ Other \_\_\_\_\_

3. Total Value/Sales Price of Property

\$ \_\_\_\_\_

Deed in Lieu of Foreclosure Only (value of Property) ( \_\_\_\_\_ )

Transfer Tax Value

\$ \_\_\_\_\_

Real Property Transfer Tax Due

\$ \_\_\_\_\_

4. If Exemption Claimed:

a. Transfer Tax Exemption per NRS 375.090, Section 3 \_\_\_\_\_

b. Explain Reason for Exemption: Being recorded to correct true status of grantors

5. Partial Interest: Percentage being transferred: \_\_\_\_\_ %

The undersigned, declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature \_\_\_\_\_

Capacity: Grantor

Signature \_\_\_\_\_

Capacity: Grantee

SELLER (GRANTOR) INFORMATION  
(Required)

BUYER (GRANTEE) INFORMATION  
(Required)

Print Name: Danka K. Michaels

Address: 9517 Queen Charlotte Dr.

City: Las Vegas

State: NV Zip: 89145

Print Name: Danka K. Michaels

Address: 9517 Queen Charlotte Dr.

City: Las Vegas

State: NV Zip: 89145

Company/Person Requesting Recording (required if not seller or buyer)

Evans & Associates

7251 W. Lake Mead #530

Las Vegas, NV 89128

APN: 125-16-511-008

Inet #: 20161007-0000633  
Fees: \$19.00 N/C Fee: \$0.00  
RPTT: \$0.00 Ex: #004  
10/07/2016 10:00:23 AM  
Receipt #: 2895329  
Requestor:  
EVANS & ASSOCIATES  
Recorded By: ANI Pgs: 4  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

MAIL TAX NOTICE/BILL/  
RECORDED DEED TO:  
Danka K. Michaels  
9517 Queen Charlotte Dr.  
Las Vegas, NV 89145-8673

\_\_\_\_ Space Above this Line For Recorder's Use \_\_\_\_

## GRANT, BARGAIN, SALE DEED

The undersigned grantors:

Danka K. Michaels, an unmarried woman and Thomas A. Pickens, an unmarried man, as joint tenants

do hereby convey, grant, bargain, sell and warrant to the following grantees:

Danka K. Michaels, an unmarried woman

the grantor's interest in the real property located in the County of Clark, State of Nevada described as follows:

### PARCEL ONE (1):

Lot Thirty-Eight (38) in Block Seven (7) of Final Map of Orchard Valley at the Elkhorn Springs Cluster Homes - Unit 6, as shown by map thereof on file in Book 83 of Plats, Page 90, in the Office of the County Recorder of Clark County, Nevada.

Reserving therefrom a non-exclusive easement for the use and enjoyment in and to the association property, as set forth in the Master Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Elkhorn recorded March 22, 1995, in Book 950322 as Document No. 00346 as the same may from time to time be amended and/or supplemented, in the Office of the County Recorder of Clark County, Nevada.

#24

Danka Michaels001151

AA09211

PARCEL TWO (2):

A non-exclusive easement for the use and enjoyment in and to the association property as set forth in the Master Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Elkhorn recorded March 22, 1995, in Book 950322 as Document No. 00346, as same may from time to time be amended and/or supplemented in the Office of the County Recorder of Clark County, Nevada, which easement is appurtenant to Parcel One (1).

(And more commonly known as 7608 Lowe, Las Vegas, Nevada).

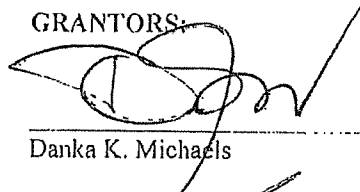
The property is conveyed with all warranties of title (subject to each encumbrance, covenant, restriction, reservation and right-of-way of record), together with each and every tenement, hereditament, and appurtenance thereof.


The grantee(s), as Trustee(s) of the above-referenced Trust, may sell, encumber, or otherwise transfer said property, or any interest therein, and no person dealing with said Trustee(s) has any duty to inquire as to the terms of the Trust or as to the application of the proceeds from the sale, transfer, or encumbrance hereof.

The undersigned grantors, under penalties of perjury, declares that the actual consideration received for this conveyance was none.

DATED: SEP 13 2016

GRANTORS:

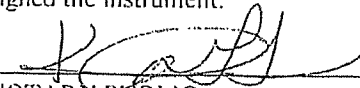
  
\_\_\_\_\_  
Danka K. Michaels

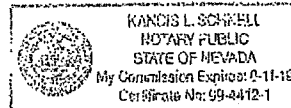
  
\_\_\_\_\_  
Thomas A. Pickens

STATE OF NEVADA       )  
                                  ) ss.  
COUNTY OF CLARK     )

On this \_\_\_\_\_ day of SEP 13 2016, personally appeared before me, a Notary Public, Danka K. Michaels, who is personally known or proved to me to be the person

whose name is subscribed to the above instrument and who acknowledged to me that she signed the instrument.

  
\_\_\_\_\_  
NOTARY PUBLIC

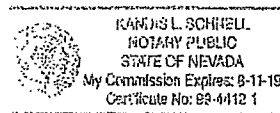


STATE OF NEVADA       )  
                                  ) ss.  
COUNTY OF CLARK     )

Kandis L. Schnell  
Cert. No. 99-4412-1  
Comm. Exp. 8-11-19

On this \_\_\_\_\_ day of SEP 13 2016, personally appeared before me, a Notary Public, **Thomas A. Pickens**, who is personally known or proved to me to be the person whose name is subscribed to the above instrument and who acknowledged to me that he signed the instrument.

  
\_\_\_\_\_  
NOTARY PUBLIC



Kandis L. Schnell  
Cert. No. 99-4412-1  
Comm. Exp. 8-11-19

APN: 125-16-511-008

MAIL TAX NOTICE/BILL/  
RECORDED DEED TO:  
Danka K. Michaels  
9517 Queen Charlotte Dr.  
Las Vegas, NV 89145-8673

\_\_\_\_ Space Above this Line For Recorder's Use \_\_\_\_

**GRANT, BARGAIN, SALE DEED**

The undersigned grantors:

Danka K. Michaels, an unmarried woman and Thomas A. Pickens, an unmarried man, as joint tenants

do hereby convey, grant, bargain, sell and warrant to the following grantees:

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PARCEL TWO (2):

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(And more commonly known as 7608 Lowe, Las Vegas, Nevada).

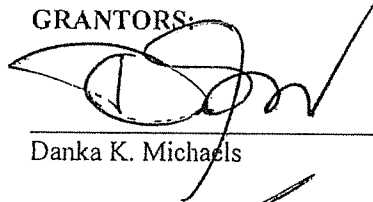
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DATED: SEP 13 2016.

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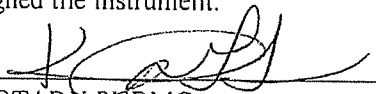
  
\_\_\_\_\_  
Danka K. Michaels

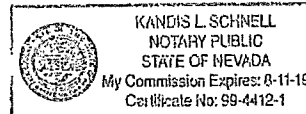
  
\_\_\_\_\_  
Thomas A. Pickens

STATE OF NEVADA       )  
                                  ) ss.  
COUNTY OF CLARK     )

On this \_\_\_\_\_ day of SEP 13 2016, personally appeared before me, a Notary Public, **Danka K. Michaels**, who is personally known or proved to me to be the person

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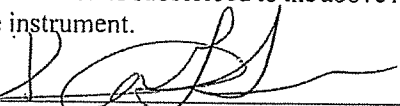
  
\_\_\_\_\_  
NOTARY PUBLIC

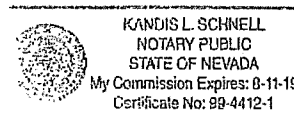


STATE OF NEVADA       )  
                                  ) ss.  
COUNTY OF CLARK     )

Kandis L. Schnell  
Cert. No. 99-4412-1  
Comm. Exp. 8-11-19

On this \_\_\_\_\_ day of SEP 13 2016, personally appeared before me, a Notary Public, **Thomas A. Pickens**, who is personally known or proved to me to be the person whose name is subscribed to the above instrument and who acknowledged to me that he signed the instrument.

  
\_\_\_\_\_  
NOTARY PUBLIC



Kandis L. Schnell  
Cert. No. 99-4412-1  
Comm. Exp. 8-11-19

STATE OF NEVADA  
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

(a) 125-16-511-008

(b) \_\_\_\_\_

(c) \_\_\_\_\_

(d) \_\_\_\_\_

FOR RECORDERS OPTIONAL USE ONLY

Document Instrument #: \_\_\_\_\_

Book: \_\_\_\_\_ Page: \_\_\_\_\_

Date of Recording \_\_\_\_\_

Notes: \_\_\_\_\_

2. Type of Property:

(a) ☐ Vacant Lot

(b) ☒ Single Fam. Res

(c) ☐ Condo/Twnhse

(d) ☐ 2-4 Plex

(e) ☐ Apt. Bldg

(f) ☐ Comm'l/Ind'l

(g) ☐ Agricultural

(h) ☐ Mobile Home

☐ Other \_\_\_\_\_

3. Total Value/Sales Price of Property

\$ \_\_\_\_\_

Deed in Lieu of Foreclosure Only (value of Property) ( \_\_\_\_\_ )

Transfer Tax Value

\$ \_\_\_\_\_

Real Property Transfer Tax Due

\$ \_\_\_\_\_

4. If Exemption Claimed:

a. Transfer Tax Exemption per NRS 375.090, Section 4 \_\_\_\_\_

b. Explain Reason for Exemption: Remove co-owner without consideration

5. Partial Interest: Percentage being transferred: \_\_\_\_\_ %

The undersigned, declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature \_\_\_\_\_

Capacity: Grantor

Signature \_\_\_\_\_

Capacity: Grantee

SELLER (GRANTOR) INFORMATION  
(Required)

BUYER (GRANTEE) INFORMATION  
(Required)

Print Name: Danka K. Michaels

Print Name: Danka K. Michaels

Address: 9517 Queen Charlotte Dr.

Address: 9517 Queen Charlotte Dr.

City: Las Vegas

City: Las Vegas

State: NV Zip: 89145

State: NV Zip: 89145

Company/Person Requesting Recording (required if not seller or buyer)

Evans & Associates

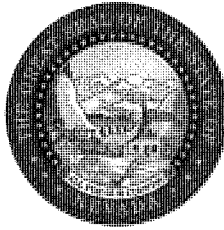
7251 W. Lake Mead #530

Las Vegas, NV 89128

STATE OF NEVADA

**ROSS MILLER**  
Secretary of State

**SCOTT W. ANDERSON**  
Deputy Secretary  
for Commercial Recordings



OFFICE OF THE  
SECRETARY OF STATE

**Commercial Recordings Division**  
202 N. Carson Street  
Carson City, NV 89701-4069  
Telephone (775) 684-5708  
Fax (775) 684-7138

TARA

NV

**Job: C20140529-4025**

June 18, 2014

**Special Handling Instructions:**  
FSC BL EMAIL SAE 6/18/14

**Charges**

Description	Document Number	Filing Date/Time	Qty	Price	Amount
Annual List	20140392309-23	5/29/2014 8:45:19 AM	1	\$125.00	\$125.00
Business License 5/2014-5/2015	20140392309-23	5/29/2014 8:45:19 AM	1	\$200.00	\$200.00
Total					\$325.00

**Payments**

Type	Description	Amount
Check	Check #1082	\$325.00
Total		\$325.00

**Credit Balance: \$0.00**

**Job Contents:**

File Stamped Copy(s): 1  
Business License(s): 1

TARA

NV

AA09218

**INITIAL/ANNUAL LIST OF MANAGERS OR MANAGING MEMBERS AND STATE BUSINESS LICENSE APPLICATION OF:**

**PATIENCE ONE LLC**

NAME OF LIMITED-LIABILITY COMPANY

**E0259282012-1**

ENTITY NUMBER

FOR THE FILING PERIOD OF 2014 TO 2015. DUE BY 5/31/2014



\*100401\*

USE BLACK INK ONLY - DO NOT HIGHLIGHT

**YOU MAY FILE THIS FORM ONLINE AT [www.nvsilverflume.gov](http://www.nvsilverflume.gov)**

☐ Return one file stamped copy. (If filing not accompanied by order instructions, file stamped copy will be sent to registered agent.)

**IMPORTANT: Read instructions before completing and returning this form**

1. Print or type names and addresses, either residence or business, for all managers or managing members. A Manager, or if none, Managing Member of the LLC or other person authorized by the LLC must sign the form. **FORM WILL BE RETURNED IF UNSIGNED.**
2. If there are additional managers or managing members, attach a list of them to this form.
3. Annual list fee is \$125.00. A \$75.00 penalty must be added for failure to file this form by the deadline. An annual list received more than 90 days before its due date shall be deemed an amended list for the previous year.
4. State Business License fee is \$200.00. Effective 2/1/2010, \$100.00 must be added for failure to file form by deadline.
5. Make your check payable to the Secretary of State.
6. Ordering Copies: If requested above, one file stamped copy will be returned at no additional charge. To receive a certified copy, enclose an additional \$30.00 per certification. A copy fee of \$2.00 per page is required for each additional copy generated when ordering 2 or more file stamped or certified copies. Appropriate instructions must accompany your order.
7. Return the completed form to: Secretary of State, 202 North Carson Street, Carson City, Nevada 89701-4201, (775) 684-5708. Form must be in the possession of the Secretary of State on or before the last day of the month in which it is due. (Postmark date is not accepted as receipt date.) Forms received after due date will be returned for additional fees and penalties. Failure to include annual list and business license fees will result in rejection of filing.

Filed in the office of  Ross Miller Secretary of State State of Nevada	Document Number
	<b>20140392309-23</b>
	Filing Date and Time
	<b>05/29/2014 8:45 AM</b>
	Entity Number
	<b>E0259282012-1</b>

ABOVE SPACE IS FOR OFFICE USE ONLY

ANNUAL LIST FILING FEE: \$125.00

LATE PENALTY: \$75.00 (if filing late)

BUSINESS LICENSE FEE: \$200.00

LATE PENALTY: \$100.00 (if filing late)

**CHECK ONLY IF APPLICABLE AND ENTER EXEMPTION CODE IN BOX BELOW**

☐ Pursuant to NRS, this entity is exempt from the business license fee. Exemption Code:  

NOTE: If claiming an exemption, a notarized Declaration of Eligibility form must be attached. Failure to attach the Declaration of Eligibility form will result in rejection, which could result in late fees.

**NRS 76.020 Exemption Codes**

- 001 - Governmental Entity
- 005 - Motion Picture Company
- 006 - NRS 680B.020 Insurance Co.

**THOMAS A PICKENS**

NAME: 3320 N. BUFFALO #208	MANAGER OR MANAGING MEMBER		
ADDRESS:	CITY: LAS VEGAS	STATE: NV	ZIP: 89129
NAME:	MANAGER OR MANAGING MEMBER		
ADDRESS:	CITY:	STATE:	ZIP:
NAME:	MANAGER OR MANAGING MEMBER		
ADDRESS:	CITY:	STATE:	ZIP:
NAME:	MANAGER OR MANAGING MEMBER		
ADDRESS:	CITY:	STATE:	ZIP:
NAME:	MANAGER OR MANAGING MEMBER		
ADDRESS:	CITY:	STATE:	ZIP:

None of the managers or managing members identified in the list of managers and managing members has been identified with the fraudulent intent of concealing the identity of any person or persons exercising the power or authority of a manager or managing member in furtherance of any unlawful conduct.

I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

**X**   
Signature of Manager, Managing Member  
or Other Authorized Signature

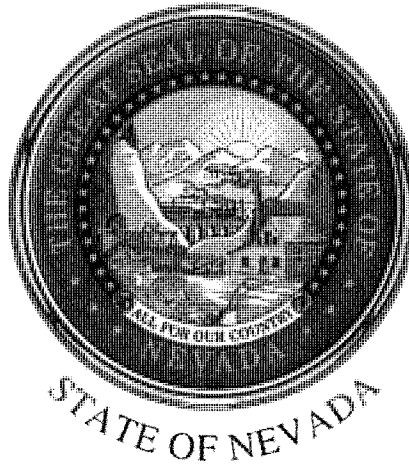
TITLE: manager

Date: 5/17/14

Nevada Secretary of State List Man/Mem  
Revised: 8-8-13

AA09219

# SECRETARY OF STATE



## NEVADA STATE BUSINESS LICENSE

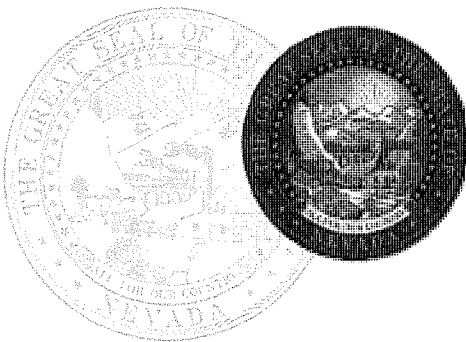
**PATIENCE ONE LLC**

**Nevada Business Identification # NV20121297896**

**Expiration Date: May 31, 2015**

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.

This license shall be considered valid until the expiration date listed above unless suspended or revoked in accordance with Title 7 of Nevada Revised Statutes.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on June 18, 2014

A handwritten signature in black ink, appearing to read "Ross Miller".

ROSS MILLER  
Secretary of State

This document is not transferable and is not issued in lieu of any locally-required business license, permit or registration.

*Please Post in a Conspicuous Location*

**You may verify this Nevada State Business License  
online at [www.nvsos.gov](http://www.nvsos.gov) under the Nevada Business Search.**

**AMENDED  
OPERATING AGREEMENT**

**FOR**

**PATIENCE ONE, LLC  
A LIMITED LIABILITY COMPANY**

**PATIENCE ONE, LLC**  
**A Limited Liability Company**

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**AMENDED OPERATING AGREEMENT  
FOR  
PATIENCE ONE, LLC  
A Limited Liability Company**

In consideration of the mutual covenants, conditions, and promises herein, the members enter into this operating agreement as of September 13, 2016.

**ARTICLE 1. MEMBERS**

**1.1 Parties:** The parties to this agreement are the voting members named herein.

**1.2 "Initial Members":** The following are the initial members and who may be a Manager. The name and address of each initial member are:

Name	Address
Mich-Mich Trust	3320 N. Buffalo Dr. #106, Las Vegas, NV 89129

**1.3 List of Members:** Exhibit A shall be amended from time to time by the voting members to reflect a current list of the name and address of each current member. A transfer of any membership interest shall not be effective until it has been recorded in the records of the company.

**1.4 Management:** The "Management" consisting of one or more managers shall be selected annually by majority vote of the Voting Members. The Manager(s) shall have full authority to act for the Company and are behalf of each and every member. The Manager(s) shall consist of one (1) manager(s), whose name and address is:

Name	Address
Danka K. Michaels	3320 N. Buffalo Dr. #106, Las Vegas, NV 89129
Jakub Michalecko	3320 N. Buffalo Dr. #106, Las Vegas, NV 89129

**1.5 Management by Managers:** The Company shall be managed by the managers, who shall act by majority vote (unless a greater vote is required herein).

(a) As to third parties, each manager shall have full power to act alone — without written consent or agreement of any other member — including the power to enter into contracts and to contract debt on behalf of the LLC in an amount not to exceed one thousand (\$1,000) dollars.

(b) As to the company and each other, the Managers shall act by majority vote (or by any greater vote if required herein). Any Manager taking action alone pursuant to paragraph 1.5(a), above, shall defend, indemnify, and hold harmless the company and each other member for all damages and causes of action incurred to the extent such action was not previously authorized or subsequently ratified by the required vote of the Voting Members.

(c) Notwithstanding the foregoing, those Members owning more than 20% of all

interests in the Company's capital, income, gain, loss, deduction and credit, do not have the power to confer upon a non-member all of the attributes of the Member's interests in the Company without the consent of not less than a majority of the non-transferring Members.

**1.6 Intent of Members:** The parties hereto have formed a Limited Liability Company under the laws of the State of Nevada for the purposes and on the terms and conditions set forth in this agreement and the articles of organization, which are incorporated herein by this reference.

**1.7 Limited Liability:** Except as otherwise agreed in writing by all Members, no Member shall be personally liable for any of the debts of the company or any of the losses thereof beyond the capital contributions made by that member, the share of undistributed profits of the company attributable to that member and, to the extent required by law, the amount of any return made to that member of his or her capital contributions, with interest.

## ARTICLE 2. LIMITED LIABILITY COMPANY

**2.1 Formation:** The parties hereto have formed the company pursuant to the laws of the State of Nevada, to be governed by the terms and conditions of this operating agreement, as well as the articles of organization.

(a) The members shall execute promptly all certificates and other documents which are needed to accomplish all filing, recording, publishing and other acts appropriate to comply with all requirements for the formation and operation of a Limited Liability Company under the laws of the State of Nevada and for the formation, qualification and operation of a Limited Liability Company (or a company in which the members have limited liability) in all other jurisdictions where the company shall propose to conduct business.

(b) Prior to or concurrently with the conducting of any business in any jurisdiction, the company shall comply, to the full extent permitted by the laws of such jurisdiction, with all requirements for the qualification or formation of the company to conduct business as a Limited Liability Company (or a company in which the members have limited liability) in such jurisdiction.

**2.2 Company Name:** The name of the company shall be "**Patience One, LLC**" or such other name allowed by law as the voting members from time to time shall select. Subject to all applicable laws, the business of the company may be conducted under any other name or names as the voting members deem appropriate to comply with the laws of other jurisdictions in which the company does business. If any other name is so used, the company must advise all members of such use within a reasonable time after such use begins.

**2.3 Statutory Agent; Principal Place of Business:** The company shall have an agent for service of process and a principal place of business. The agent of the company for service of process and the company's principal place of business may be changed as the voting members from time to time determine. Until decided otherwise by the voting members, the agent for service of process and the principal place of business shall be:

Evans & Associates

EVANS & ASSOCIATES  
A PROFESSIONAL LAW CORPORATION

AA09226

7251 W. Lake Mead #530  
Las Vegas, NV 89128

The company's principal place of business shall be:

1930 Village Center Circle #3-234  
Las Vegas, NV 89134

**2.4 Purpose:** The company is organized for the purpose of engaging in any business or enterprise which may lawfully be conducted by the company under Nevada law. The company's business may include, without limitation, the acquisition, development, management, operation and disposition of real, personal and intangible property, the carrying on of any business or activities relating thereto or arising therefrom, the entering into of any company, joint venture or other similar arrangement to engage in any of the foregoing or the ownership of interests in any entity engaged in any of the foregoing, and anything incidental or necessary to the foregoing.

**2.5 Term:** The term of the company shall commence when the articles of organization has been filed with the Secretary of State and this operating agreement has been signed by all members and shall continue until dissolved in accordance with ARTICLE 9 of this operating agreement.

### ARTICLE 3. CAPITAL CONTRIBUTIONS

**3.1 Initial Capital Contributions:** The members, upon execution of this agreement, shall make capital contributions in the amounts set out in Exhibit A attached hereto.

**3.2 Allocation of Company Interest:** The Membership Interest of the company is initially allocated as set forth in Exhibit A attached hereto. Exhibit A shall be amended from time to time by the Manager(s) to reflect transfers or other changes in the ownership of interest of the Company.

**3.3 Additional Contributions:**

(a) **Determination by Manager(s):** If the Managers by majority vote determine that additional capital contributions are required for the operation of the company or to pay obligations of the company, each member may contribute the portion of the additional capital that bears the same proportion to the total additional capital as the membership interest owned by each member bears to the total interest owned by all members. No member shall be required to make an additional capital contribution.

(b) **Payment of Additional Capital:** Payment of the additional capital must be made within 20 days after it is determined that the same is required.

(c) **Noncontributing Members:** If any member elects to not pay the additional capital required, then the non-contributing member's interest shall be diluted and such amount shall be distributed pro-rata to the contributing-members, in proportion to the membership interest owned by each of the members, or as otherwise agreed, shall receive an additional pro-rata interest in the company, according to the amount contributed. If the contributing members do not contribute the

deficiency in additional capital to the company, the company shall borrow such deficiency from such sources as are available to it upon such terms as are acceptable to the Manager(s).

**3.4 No Withdrawal:** No member shall be entitled to withdraw all or any part of his or her capital contribution or his or her capital account or to receive any distribution from the company, except as provided in Articles 4 and 9 hereof.

#### ARTICLE 4. DISTRIBUTIONS

**4.1 General:** The Manager(s) may from time to time, by majority vote, cause the company to distribute cash and/or other property to the members in proportion to the membership interest owned by each member.

**4.2 Payments and Reimbursements Not Distributions:** Any amounts paid pursuant to Section 6.7 hereof shall not be deemed to be distributions for purposes of this agreement.

**4.3 Distributions of Capital:** The Manager(s) may from time to time, by majority vote, cause the company to distribute cash and/or other property to the members as a return of capital. Distributions made pursuant to this section 4.3 need not be made in accordance with the member's membership interest or capital accounts. Rather, distributions pursuant to this Section 4.3 can be made to any member, in the discretion of the Manager(s), as long as that distribution is designated as a "return of capital"; provided, however, that distributions under this Section 4.3 may only be made to a member to the extent of the positive balance in that member's capital account.

**4.4 Loans to Members.** The Manager(s) may, from time to time, by majority vote, cause the Company to loan funds to a particular member, regardless of similar loans to other members and not be considered a capital distribution. Such loans shall be documented by a promissory note, signed by the Member and Manager.

#### ARTICLE 5. PROFITS AND LOSSES

**5.1 General Allocation of Profits and Losses:** Except as otherwise provided in this agreement, the profits and losses of the company arising during any tax year of the company shall be allocated to the members in proportion to the membership interest owned by each member.

**5.2 Regulatory Allocations:**

(a) **Qualified Income Offset:** Except as provided in Section 5.2(c) hereof, in the event a member unexpectedly receives any adjustments, allocations or distributions described in Treasury Regulation paragraphs (4), (5) or (6) of section 1.704-1(b)(2)(ii)(d), items of company income and gain shall be specially allocated to the member in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the adjusted capital account deficit of the member as quickly as possible.

(b) **Gross income allocation:** In the event that a member has a deficit capital account at the end of any company fiscal year that is in excess of the sum of (i) the amount that member is

obligated to restore and (ii) the amount that Member is deemed to be obligated to restore pursuant to the penultimate sentence of Treasury Regulation section 1.704-1(b)(4)(iv)(f), that member shall be specially allocated items of company income and gain in the amount of such excess as quickly as possible.

(c) **Minimum Gain Chargeback:** Notwithstanding any other provision of this Article 5, if there is a net decrease in company minimum gain during any company fiscal year, and if a member would otherwise have an adjusted capital account deficit at the end of that year (after giving effect to all other adjustments to the members' capital account with respect to that year), that member shall be specially allocated items of company income and gain for such year (and, if necessary, for subsequent years) in an amount and manner sufficient to eliminate the adjusted capital account deficit as quickly as possible. The items to be so allocated shall be determined in accordance with Treasury Regulation section 1.704-1(b)(4)(iv)(e). This section 5.2 is intended to comply with the minimum gain chargeback requirement in the Treasury Regulations and shall be interpreted consistently therewith.

(d) **Allocation in the Event of Section 754 Election:** To the extent an adjustment to the adjusted tax basis of any company asset pursuant to IRC section 734(b) or section 743(b) is required, pursuant to Treasury Regulation section 1.704-1(b)(2)(iv)(m), to be taken into account in determining capital accounts, the amount of that adjustment to the capital accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset), and that gain or loss shall be specially allocated to the members in the manner consistent with the manner in which their capital accounts are required to be adjusted pursuant to that Treasury Regulation.

**5.3 Curative Allocations:** The allocations set forth in sections 5.2 and 5.2 of this agreement (the "regulatory allocations") are intended to comply with certain requirements of Treasury Regulation section 1.704-1(b). Notwithstanding any other provisions of this Article 5 (other than the regulatory allocations), the regulatory allocations shall be taken into account in allocating other profits, losses and items of income, gain, loss and deduction among the members so that, to the extent possible, the net amount of the allocations of other profits, losses and other items in the regulatory allocations to each member shall be equal to the net amount that would have been allocated to each member if the regulatory allocations had not occurred.

**5.4 Special Tax Allocations:**

(a) **Contributed Property:** In accordance with IRC section 704(c) and the Treasury Regulations thereunder, income, gain, loss and deduction with respect to any property contributed to the company shall, solely for tax purposes, be allocated among the members so as to take account of any variation between the adjusted basis of that property to the company for federal income tax purposes and its initial agreed value (computed in accordance with Section 11.2(a) hereof).

(b) **Adjusted Property:** In the event the agreed value of any company asset is adjusted pursuant to Section 11.2(b) hereof, subsequent allocations of income, gain, loss and deduction with respect to that asset shall take into account any variation between the adjusted basis of that asset for federal income tax purposes and its agreed value in the same manner as the variation between federal

income tax basis and agreed value is taken into account under Section 5.4(a) with respect to contributed property.

(c) **Recapture of Deductions and Credits:** If any "recapture" of deductions or credits previously claimed by the company is required under the Internal Revenue Code upon the sale or other taxable disposition of any company property, those recaptured deductions or credits shall, to the extent possible, be allocated to the members pro rata in the same manner that the deductions and credits giving rise to the recapture items were originally allocated using the "first-in, first-out" method of accounting; provided, however, that this Section 5.4(c) shall only affect the characterization of income allocated among the members for tax purposes.

(d) **Discretion of Manager(s):** Any elections or other decisions relating to the allocations under this Section 5.4 shall be made by the Manager(s) in any manner that reasonably reflects the purpose and intention of this agreement. Allocations pursuant to this Section 5.4 are solely for purposes of federal, state and local taxes and shall not affect or in any way be taken into account in computing any member's capital account or share of profits, losses, other items or distributions pursuant to any provision of this agreement.

**5.5 Allocation in the Event of Transfer:** In the event additional or substituted members are admitted to the company, the profits and losses allocated to the members for that fiscal year shall be allocated among them in accordance with IRC section 706, using any convention permitted by law and selected by the Manager(s).

## ARTICLE 6. THE MANAGEMENT

**6.1 Rights and Powers of Management:** Except as otherwise expressly provided in this operating agreement, all management rights, powers and authority over the business, affairs and operations of the company shall be solely and exclusively vested in the Manager(s).

(a) In addition to the powers now or hereafter granted to the manager(s) of a limited liability company under applicable law or which are granted to the members under any other provisions of this agreement, the manager(s) shall have the full right, power and authority to do all things deemed necessary or desirable by it, in its reasonable discretion, to conduct the business, affairs and operations of the company.

(b) Such powers shall include, without limitation:

(i) the making of any expenditures, the borrowing of money, the guaranteeing of indebtedness and other liabilities, the issuance of evidences of indebtedness, and the incurring of any obligations it deems necessary for the conduct of the activities of the company;

(ii) the acquisition, disposition, mortgage, pledge, encumbrance, hypothecation or exchange of any or all of the assets of the company and the merger of the company with or into another entity;

(iii) the use of the assets of the company (including, without limitation, cash on hand) for any purpose and on any terms the voting members deem appropriate, including, without limitation, the financing of the conduct of the operations of the company, the lending of funds to other persons and the repayment of obligations of the company;

(iv) the negotiation and execution on any terms deemed desirable by it and the performance of any contracts, conveyances or other instruments that it deems useful or necessary to the conduct of the company operations or the implementation of its rights, powers and authority pursuant to this Agreement;

(v) the distribution of company cash;

(vi) the selection and dismissal of employees and outside attorneys, accountants, consultants and contractors and the determination of their compensation and other terms of employment or hiring;

(vii) the maintenance of such insurance for the benefit of the company and the members which it deems necessary;

(viii) the formation of any limited or general partnerships, limited liability companies, joint ventures or other relationships that it deems desirable;

(ix) the control of any matters affecting the rights and obligations of the company, including the conduct of litigation and the incurring of legal expense and the settlement of claims and litigation;

(x) the purchase sale or other acquisition or disposition of securities of the company at those times and on those terms as it deems to be in the best interests of the company and the members;

(xi) the lending or borrowing of money, the assumption or guarantee of or other contracting for indebtedness and other liabilities, the issuance of evidences of indebtedness and the securing of same by mortgage, deed of trust or other lien or encumbrance; and

(xii) the bringing and defending of actions at law or in equity and the indemnifications of any person against liabilities and contingencies to the extent permitted by law.

**6.2 No Approval Necessary:** Each of the members hereby agrees that only the Manager(s) is authorized, directed and empowered to execute, deliver and perform any and all other agreements, acts, transactions and matters contemplated in this operating agreement on behalf of the company without any further act, approval or vote of the members, notwithstanding any applicable law, rule or regulation.

**6.3 Restrictions on Rights and Powers:** Neither the Manager(s) nor any member shall have the authority to take any of the following actions:

(a) perform any act which would subject any member to personal liability for the obligations of the company; or

(b) do any act in contravention of this agreement or which would make it impossible to carry on the ordinary business or affairs of the company.

**6.4 Duties and Obligations of Members:** Unless otherwise agreed by all members, the Manager(s) shall have the following duties and obligations:

(a) to take all actions which may be necessary or appropriate to accomplish the purpose of the company;

(b) to take all actions which may be necessary or appropriate for the continuation of the company's valid existence as a Limited Liability Company under the laws of the State of Nevada;

(c) to conduct its affairs and the affairs of the company in such a manner that no member will have any personal liability for any obligations or liabilities of the company, except as agreed to by each affected member.

**6.5 Filing of Documents:** The Manager(s) shall file or cause to be filed all certificates or documents as may be determined by the Manager(s) to be necessary or appropriate for the formation, continuation, qualification and operation of a Limited Liability Company in the State of Nevada and any other state in which the company may elect to do business.

**6.6 Reliance by Third Parties:** Notwithstanding any other provision of this operating agreement to the contrary:

(a) no seller, lender or purchaser, including any purchaser of property from the company or any other person dealing with the company, shall be required to look to the application of proceeds hereunder or verify any representation by the Manager(s) as to the extent of the interest in the assets of the company that the Manager(s) are entitled to encumber, sell or otherwise use, any seller, lender, purchaser or other person dealing with the company shall be entitled to rely exclusively on the representations of the Manager(s) as to their authority to enter into any kind of arrangement intended to bind the company, including, without limitation, any financing, purchasing or selling of real property and shall be entitled to deal with the Manager(s) as if they were the sole party in interest therein, both legally and beneficially; and

(b) every instrument purporting to be the action of the company and executed by the Manager(s) (or any person, including employees of the company, authorized from time to time by the Manager(s) to execute such instruments) shall be conclusive evidence in favor of every person relying thereon or claiming thereunder that, at the time of delivery thereof, this Agreement was in full force and effect and that the execution and delivery of that instrument was duly authorized by the Manager(s) and the company.

**6.7 Compensation and Reimbursement of the Members:**

(a) **Compensation:** The Manager(s) shall be entitled to a management fee for their services rendered to the company at a rate comparable to that which would be paid to unrelated parties for similar services. However, they may elect to waive such management fee if such waiver is in writing.

(b) **Reimbursements:** The company shall pay all of the costs and expenses incurred by the Manager(s) in connection with the business, affairs and operations of the company, including, but not limited to, all overhead and operating expenses, employee compensation, benefits and other expenses, indemnification expenses and amounts paid to any person to acquire or to dispose of any interest in any property, to settle claims or to perform services at the request of, or for the benefit of, the company, in each case as the Manager(s) authorize or approve in their reasonable discretion. Notwithstanding any provision of this agreement, however, the company shall not pay, or reimburse any member for, any taxes on, or measured by, the income of that member. Reimbursements to a member shall be promptly paid.

**6.8 Company Funds:** The funds of the company shall be deposited in that account or those accounts as are designated by the Manager(s). All withdrawals from or charges against those accounts shall be made by the Manager(s). Funds of the company may be invested as determined by the Manager(s), except in connection with acts or except as otherwise expressly prohibited by this agreement.

**6.9 Liability of the Members:** Neither a member of the company nor the shareholders, directors, officers, employees or agents of a member shall be liable to the company or any other member for errors in judgment or for any acts or omissions taken in good faith, except for acts or omissions for which he, she or it is adjudged by a court of competent jurisdiction to be guilty of actual fraud or willful or wanton misconduct.

**6.10 Title to Company Assets:** Title to company property, whether real, personal or mixed, tangible or intangible, shall be deemed to be owned by the company as an entity, and no member, individually or collectively, shall have any ownership interest in company property or any portion thereof. Title to any or all of the company property may be held in the name of the company, the Manager(s) or one or more nominees, as the Manager(s) determine. The Manager(s) hereby agree that any company property for which legal title is held in the name of the Manager(s) shall be held in trust by the Manager(s) for the use and benefit of the company in accordance with the terms or provisions of this agreement. All company property shall be recorded as the property of the company on its books and records, irrespective of the name in which legal title to that company property is held.

**6.11 Withdrawal of Members:** No Member may withdraw from or reduce his or her capital contribution to this company prior to the time for dissolution and liquidation of the company pursuant to Article 9 of this agreement without the consent of the Manager(s).

**ARTICLE 7. BOOKS, RECORDS, REPORTS AND ACCOUNTING**

**7.1 Records and Accounting:** The Manager(s) shall keep or cause to be kept at the principal office of the company appropriate books and records with respect to the company and its business and affairs,

including, without limitation, all books and records necessary to provide to the members any information, lists and copies of documents required to be provided pursuant to applicable law.

(a) Any records maintained by the company in the regular course of its business including the record of the holders of company interests, books of account and records of company proceedings, may be kept on or be in the form of punch cards, magnetic tape, photographs, micrographics or any other information storage device, provided that the records so kept are convertible into legible written form within a reasonable period of time.

(b) All decisions as to accounting matters, except as specifically provided to the contrary herein, shall be made by the Manager(s).

**7.2 Fiscal Year and Method of Accounting:** The fiscal year of the company shall be the calendar year or any other year which the Manager(s) may from time to time select in their discretion as permitted under pertinent tax law. All amounts computed for the purposes of this operating agreement other than for tax purposes and all applicable questions concerning the rights of members shall be determined using the cash basis method of accounting principles as in effect from time to time, unless directed by the Company's accountant to do otherwise.

**7.3 Preparation of Tax Returns:** The Manager(s) shall arrange for the preparation and timely filing of all returns of company income, gains, deductions, losses and other items necessary for federal and state income tax purposes and shall cause to be furnished to the members the tax information reasonably required for federal and state income tax reporting purposes. The classification, realization and recognition of income, gain, losses and deductions and other items shall be on the cash or accrual method of accounting for federal income tax purposes as the Manager(s) shall determine in their discretion. The taxable year of the company shall be the calendar year, unless the Manager(s) determine otherwise in their discretion.

**7.4 Tax Elections:** The Manager(s) may in their discretion determine whether to make any available elections pursuant to the Internal Revenue Code.

**7.5 Tax Controversies:** Subject to the provisions hereof, the members are designated the "tax matters partners," as that term is defined in section 6231 of the Internal Revenue Code and any similar provisions of state or local law, and is authorized and required to represent the company (at the company's expense) in connection with all examinations of the company's affairs by tax authorities, including resulting administrative and judicial proceedings and to expend company funds for professional services and costs associated therewith.

**7.6 Access to Records:** The members shall be permitted access to all records of the company, after adequate notice, at any reasonable time. The Manager(s) shall maintain and preserve during the term of the company and for 4 (four) years thereafter all accounts, books and other relevant company documents.

## ARTICLE 8. TRANSFER OF COMPANY INTERESTS

### 8.1 Assignment of Membership Interest:

(a) Except as provided in this Article 8, no member may transfer, in whole or in part,

any membership interest or any interest therein. Any attempted transfer shall be void ab initio. To the extent the law requires the members and the company to recognize any involuntary transfer — such as an attachment, seizure, lien, garnishment, etc. — the transferee's rights shall be limited as provided elsewhere in this agreement and in Chapter 86, Nevada Revised Statutes.

(b) The members shall have the free and unrestricted right to transfer all or part of their membership interest to a wholly owned trust member, a member's spouse or descendants (whether natural born or adopted) or a spouse of any such descendant, either directly, through utilization of a trust, or in accordance with the Uniform Transfer to Minors Act.

(c) No transferee, however, shall become a substituted member without the unanimous vote of all members and the Manager(s). The transferee may be admitted as a substituted member only upon strict compliance with the terms of Section 8.3.

**8.2 No Assignment Allowed Under Certain Circumstances:** Notwithstanding anything to the contrary contained in any other provision of this agreement, a member shall not transfer all or any part of his or her membership interest if (a) the membership interest sought to be transferred when added to all other membership interest transferred within the 12 consecutive month period ending on the date of such proposed transfer would cause the termination of the company for federal income tax purposes or (b) the transfer will violate any applicable federal or state securities laws.

**8.3 Requirements for Transferee Becoming a Substituted Member:**

(a) A transferee shall become a substituted member in the company if the following conditions are satisfied:

(i) the members and Manager(s) shall have consented to such substitution, as required in subparagraph 8.1(c);

(ii) the transferee shall have agreed in writing to assume any and all of the obligations under this agreement with respect to the company interest(s) to which the transfer relates;

(iii) all reasonable expenses of the company required in connection with the transfer shall have been paid by or for the account of the transferee; and

(iv) all agreements, certificates or amended certificates and all other documents shall have been executed and filed and all other acts shall have been performed which the Manager(s) shall deem necessary to make the transferee a substituted member in the company and to preserve the status of the company.

(b) A transferee who does not become a substituted member shall be only entitled to receive the allocation of income, gain, losses, credits deductions, and distributions to which his or her assignor would otherwise be entitled under this operating agreement.

**8.4 Right of Refusal:**

(a) Except as provided in Section 8.1, no member may transfer all or part of his or her membership interest without first complying with the requirements of this section 8.4.

(b) In the event that any member shall receive a bona fide offer for the transfer of all or part of the membership interest of such member (the "proposed transfer") and is desirous of accepting such offer, the member shall, prior to accepting such offer, give written notice thereof to the Manager(s), which notice (the "notice of offer") shall set forth the terms and conditions of the offer so received including the identity and the address of the proposed transferee. Similarly in the event that any member shall otherwise desire to transfer all or part of the membership interest (also a "proposed transfer"), the member shall first offer such membership interest to the company pursuant to a written notice to the Manager(s) (the "notice of offer"), which shall set forth the terms and conditions of such offer. Within 30 days after the receipt of the notice of offer, the company may purchase all or part of the membership interest in the proposed transfer at the purchase price per share stated in the notice of offer. If the company fails to purchase the membership interest in the proposed transfer, then each member may, within 60 days after receipt of the notice of offer and at the price per share stated therein, purchase the membership interest in the proposed transfer that is equivalent to the ratio which his or her membership interest bear to the membership interest owned by all members other than the transferor member or membership interest as the members may agree.

(c) If any member declines (the "declining member") to purchase any portion of the membership interest in the proposed transfer available to him, then each of the other members may, within 90 days after receipt of the notice of offer and at the price per share stated therein, purchase the membership interest in the proposed transfer which were not purchased that is equivalent to the ratio which his or her membership interest bear to the membership interest owned by all members other than the transferor member and the declining member or any other membership interest as the members desiring to purchase such membership interest may agree.

(d) To the extent that neither the company nor the other members purchase the membership interest in the proposed transfer, the transferor may transfer the membership interest in the proposed transfer to the transferee if the transferee executes a counterpart of this agreement. The transferee shall not be admitted as a substituted member except upon strict compliance with the terms of section 8.3.

**8.5 Admission of Additional Members:** No person shall be admitted as an additional member unless the written consent of all the members and Manager(s) is obtained.

**ARTICLE 9. TERMINATION AND WINDING UP**

**9.1 Dissolution:** The company shall be dissolved upon the occurrence of any of the following events:

- (a) the affirmative vote of all members; or
- (b) the occurrence of any event which makes it unlawful for the company's business or

affairs to be continued; or

(c) unless all of the remaining Members consent to continue the business of the Company, upon the death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member or occurrence of any event which terminates his or her continued membership in the Company.

**9.2 Termination and Winding Up:** In the event of the dissolution of the company, (a) the affairs of the company shall be terminated and wound up, (b) an accounting shall be made, (c) the liabilities of the company (including, without limitation, those owed to the Voting Member and its affiliates in respect of funds advanced, property sold and services rendered to the company) shall be paid or adequately provided for, and (d) the remaining assets of the company shall be distributed to the members pro rata according to each member's positive capital account after taking into account all adjustments to the capital accounts for the taxable year; provided, however, that when any member's capital account is equal to zero, all further distributions to the members shall be made to the members with positive capital account balances in accordance with their relative positive capital account balances.

## ARTICLE 10. POWER OF ATTORNEY

**10.1 General:** All members, by the execution of this agreement, irrevocably constitute and appoint the Manager(s) as their true and lawful attorney and agent, with full power and authority in their name, place and stead to make, execute, swear to, acknowledge, deliver, file and record:

(a) The articles of organization as required by law, including any amendments required for the transfer of company interests, any admission, substitution or deletion of members and the continuation of the company after the death, bankruptcy, insanity, incompetence, retirement or withdrawal of a member and the appointment of a substitute member;

(b) any cancellation of this agreement and/or articles of dissolution as required by law upon the dissolution and termination of the company;

(c) all certificates, instruments, documents and other papers (including, without limitation, any business certificate, fictitious name certificate, articles of incorporation, certificate of limited partnership and additional powers of attorney) and amendments thereto which may from time to time be required under the laws of the United States of America, the State of Nevada or any other jurisdiction in which the company determines to do business, or required by any political subdivision or agency of any of the foregoing or otherwise, or which the Manager(s) shall deem appropriate or necessary, to qualify or continue the qualification of the company as a limited liability company, to carry on the objects and intent of this agreement, to conduct the business and affairs of the company, to admit, substitute or delete members and to effect the termination and dissolution of the company;

(d) all instruments which the Manager(s) shall deem appropriate to reflect a change or modification of the company in accordance with the terms of this agreement; and

(e) all conveyances and other instruments which the Manager(s) shall deem appropriate to effect the transfer of company interests, to admit, substitute or delete members, to sell,

exchange or dispose of assets or properties of the company and to reflect the dissolution and termination of the company.

**10.2 Survival of Power of Attorney:** The power of attorney granted herein shall be deemed to be a power coupled with an interest, shall survive the bankruptcy, death or legal incapacity of the member, and shall survive the transfer by the member of all or any portion of its limited liability company interest or any interest therein, except if the transferee thereof has been approved by the voting members for admission to the company as a substituted member, the power shall survive such transfer with respect to the interests so transferred only for the purpose of enabling the voting member to execute, acknowledge and file any instrument necessary to effect such substitution.

## ARTICLE 11. DEFINITIONS

**11.1 "Adjusted Capital Account Deficit":** "Adjusted capital account deficit" means with respect to any member, the deficit balance, if any, in that member's capital account as of the end of the relevant fiscal year, after giving effect to the following adjustments:

(a) Credit to that capital account of the amount which that member is obligated to restore or is deemed to be obligated to restore pursuant to the penultimate sentences of Treasury Regulation sections 1.704-1T(b)(4)(iv)(f) and 1.704-1T(b)(4)(iv)(h)(5); and

(b) Debit to that capital account the items described in paragraphs (4), (5) and (6) of section 1.704-1(b)(2)(ii)(d) of the Treasury Regulations. This definition of adjusted capital account deficit is intended to comply with the provisions of section 1.704-1(b)(2)(ii)(d) of the Treasury Regulations and shall be interpreted consistently therewith.

**11.2 "Agreed Value":** "Agreed Value" means with respect to any company asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(a) the initial agreed value of any asset contributed by a member to the company shall be the gross fair market value of that asset, as determined by the contributing member and the company;

(b) the agreed value of all company assets shall be adjusted to equal their respective gross fair market values, as determined by the Manager(s), as of the following times: (i) the acquisition of an additional interest in the company after the effective date by any new or existing member in exchange for more than a de minimis capital contribution; (ii) the distribution by the company to a member of more than a de minimis amount of company property as consideration for an interest in the company if the Manager(s) reasonably determines that such adjustment is necessary or appropriate to reflect the relative economic interest of the members of the company, and (iii) the liquidation of the company within the meaning of Treasury Regulation section 1.704-1(b)(2)(ii)(g);

(c) the agreed value of any company asset distributed to any member shall be the gross fair market value of that asset on the date of distribution; and

(d) if an election under section 754 of the Internal Revenue Code has been made, the

agreed value of company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of the assets pursuant to IRC section 734(b) or IRC section 743(b), but only to the extent that those adjustments are taken into account in determining capital accounts pursuant to Treasury Regulation section 1.704-1(b)(2)(iv)(m) and Section 5.2 hereof; provided, however, that agreed value shall not be adjusted pursuant to this Section 11.2(d) to the extent that the Manager(s) determines that an adjustment pursuant to Section 11.2(b) hereof is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this Section 11.2(d).

If the agreed value of an asset has been determined or adjusted pursuant to Section 11.2(a), 11.2(b) or 11.2(c) hereof, that agreed value shall thereafter be adjusted by the depreciation, if any, taken into account with respect to that asset for purposes of computing profits and losses.

**11.3    "Bankruptcy":** "Bankruptcy" shall mean, as to a person, the happening of any of the following:

- (a)    the making by that person of an assignment for the benefit of creditors;
- (b)    the filing by that person of a voluntary petition in bankruptcy or the filing of a pleading in any court of record admitting in writing that person's inability to pay that person's debts as they become due;
- (c)    the entry of an order, judgment or decree by a court of competent jurisdiction adjudicating that person to be bankrupt or insolvent;
- (d)    the filing by that person of a petition or answer seeking for that person a reorganization, arrangement, compensation, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation;
- (e)    the filing by that person of an answer or other pleading admitting the material allegations of, or that person's consenting to, or defaulting in answering, a bankruptcy petition filed against that person in any bankruptcy proceeding;
- (f)    the filing by that person of an application or other pleading or that member otherwise seeking, consenting to or acquiescing in the appointment of a trustee, receiver or liquidator of that person or all or any substantial part of that person's property;
- (g)    the commencement of any proceeding against that person seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, or law or regulation, which has not been dismissed for any consecutive period of 120 days; or
- (h)    the appointment without the consent or acquiescence of that person of a trustee, receiver or liquidator of that person or of all or substantially all of that person's properties (excluding any property to the extent it is subject to nonrecourse debt) without that appointment being vacated or stayed within 90 days or without that appointment being vacated within 90 days after the expiration of any such stay.

**11.4 "Capital Account":** "Capital account" means the accounting record of each member's capital interest in the company.

- (a) There shall be credited to each member's capital account:
  - (i) the amount of any contribution of cash;
  - (ii) the initial agreed value of property contributed by that member;
  - (iii) that member's allocable share of profits and any items in the nature of income or gain which are specially allocated to that member pursuant to sections 5.2 and 5.3; and
  - (iv) the amount of any company liabilities assumed by that member or secured by any company property distributed to that member.
- (b) There shall be debited against each member's capital account:
  - (i) the amount of all distributions of cash;
  - (ii) the agreed value of property distributed to that member by the company;
  - (iii) that member's allocable share of losses and any items in the nature of expenses or losses which are specially allocated pursuant to sections 5.2 and 5.3 hereof; and
  - (iv) the amount of any liabilities of that member assumed by the company or which are secured by any property contributed by that member to the company. The transferee of all or a portion of a company interest shall succeed to that portion of the transferor member's capital account which is allocable to the portion of the company interest transferred.

(c) This definition of capital account and the other provisions of this agreement relating to the maintenance of capital accounts are intended to comply with Treasury Regulation section 1.704-1(b) and shall be interpreted and applied in a manner consistent with that Treasury Regulation. In the event the Manager(s) determines that it is prudent to modify the manner in which the capital accounts, or any debits or credits thereto (including, without limitation, debits or credits relating to liabilities that are secured by contributed or distributed property or which are assumed by the company or the members), are computed in order to comply with that Treasury Regulation, the Manager(s) may make such modification, provided that it is not likely to have a material effect on the amounts distributable to any member pursuant to this agreement. The Manager(s) also shall make any appropriate modifications in the event unanticipated events might otherwise cause this agreement not to comply with Treasury Regulation section 1.704-1(b).

**11.5 "Capital Contribution":** "Capital Contribution" means the initial Agreed Value of non-cash property and the amount of cash or cash equivalents contributed to the company by a member, reduced by the amount of indebtedness to which the non-cash property is subject at the time of transfer and the

amount of any other indebtedness assumed by the company in connection with the contribution to the company.

**11.6 "Company":** "Company" means the Limited Liability Company formed pursuant to this agreement under the laws of the State of Nevada.

**11.7 "Company Property":** "Company Property" means any and all other property (real, intangible or personal) now or hereafter owned by the company or in, to or under which the company has any interest, right or claim.

**11.8 "Depreciation":** "Depreciation" means, for each fiscal year or other period, an amount equal to the depreciation, amortization or other cost recovery deduction allowable with respect to an asset for that year or other period, except that if the agreed value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of the fiscal year or other period, depreciation shall be an amount which bears the same ratio to that different agreed value (as originally computed) as the federal income tax depreciation, amortization, or other cost recovery deduction for that fiscal year or other period bears to the adjusted tax basis (as originally computed); provided, however, that if the federal income tax depreciation, amortization or other cost recovery deduction for the applicable year or period is zero, depreciation shall be determined with reference to the agreed value (as originally computed) using any reasonable method selected by the Manager(s).

**11.9 "Effective Date":** "Effective Date" means the later date on which this agreement is signed by all members and the articles of organization have been filed with the Secretary of State or such other date as may be selected by the Manager(s).

**11.10 "Fiscal Year":** "Fiscal Year" means the year on which the accounting and federal income tax records are kept.

**11.11 "Internal Revenue Code":** "Internal Revenue Code" and "IRC" are used interchangeably to mean the Internal Revenue Code of 1986, as amended from time to time.

**11.12 "Limited Liability Company Act":** "Limited Liability Company Act" means Sections 86.011 through 86.590, of Chapter 86, Nevada Revised Statutes, as amended from time to time.

**11.13 "Majority Vote":** "Majority Vote" means the affirmative vote of the members who own more than 50% of the total membership interest entitled to vote.

**11.14 "Management Right":** The right of a Member to participate in the management of the Company, including the rights to information and to consent or approve actions of the Company. The rights and authority of a Member-Manager are not considered Management Rights for purposes of the Company Agreement.

**11.15 "Minimum Gain":** "Minimum Gain" or "Company Minimum Gain" has the meaning set forth in section 1.704-1(b)(4)(iv)(c) of the Treasury Regulations.

**11.16 "Members":** "Members" means the persons, trust or entities who have been assigned

membership in the limited liability company, whether by purchase or gift.

**11.17 "Manager":** A Manager(s) is an individual, entity or trust selected by a majority vote of the members to manage the affairs of the Company.

**11.18 "Operating Agreement":** "Operating agreement" means this agreement, as amended, supplemented or restated from time to time.

**11.19 "Person":** "Person" means an individual, company, joint venture, estate, association, corporation, trust company, trust or other legal entity.

**11.20 "Profits" and "Losses":** "Profits" and "Losses" means for each Fiscal Year or other period, an amount equal to the company's taxable income or loss for that year or period, determined in accordance with IRC section 703(a) (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to IRC section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(a) any income of the company exempt from federal income taxation not otherwise taken into account in computing Profits or Losses pursuant to this Section 11.21 shall be added to that taxable income or loss;

(b) any expenditures of the company described in IRC section 705(a)(2)(B) or treated as IRC section 705(a)(2)(B) expenditures pursuant to Treasury Regulation section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing profits or losses pursuant to this Section 11.21 shall be subtracted from that taxable income or loss;

(c) in the event the Agreed Value of any company asset is adjusted pursuant to Section 11.2(b) or Section 11.2(c) hereof, the amount of that adjustment shall be taken into account as gain or loss from the disposition of that asset (assuming the asset was disposed of just prior to the adjustment) for purposes of computing profits or losses in the fiscal year of adjustment;

(d) gain or loss resulting from any disposition of company property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the agreed value of the property disposed of, notwithstanding that the adjusted tax basis of that property may differ from its agreed value;

(e) in lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing the taxable income or loss, there shall be taken into account the depreciation for the fiscal year or other period, as referred to in section 11.10, hereof; and

(f) notwithstanding any other provision of this section 11.21, any items of income or gain, loss or deduction which are specially allocated pursuant to sections 5.2 or 5.3 hereof shall not be taken into account in computing profits or losses.

**11.21 "Share":** A "share" represents a unit of ownership in the company held by a member. Each share shall be automatically classified as a "voting share". The company shall issue one or more certificates

to each member setting forth the number of membership interest held by that member.

**11.22 "Transfer":** "Transfer" means to sell, assign, transfer, give, donate, pledge, deposit, alienate, bequeath, devise or otherwise dispose of or encumber to any person. Any transfer occurring by operation of law, such as through incorporation, merger, consolidation or dissolution, shall be included in the definition of "transfer."

**11.23 "Treasury Regulations":** "Treasury Regulations" shall mean pronouncements which clarify, interpret and apply the provisions of the Internal Revenue Code and which are designated as "Treasury Regulations" by the United States Department of the Treasury.

**11.24 "Vote":** Each member shall have one vote for each voting share owned.

**11.25 "Voting Members":** "Voting member" means a member who holds one or more voting membership interest. The number of membership interest held by each voting member shall be set out in Exhibit A, which is attached hereto and incorporated herein. Exhibit A shall be amended from time to time by the Manager(s), as provided herein.

## ARTICLE 12. GENERAL

**12.1 "Waiver of Partition":** Each member hereby waives any right to partition or the right to take any other action which might otherwise be available to such member for the purpose of severing his or her relationship with the company or his or her interest in the assets and properties held by the company from the interest of the other members until the dissolution of the company.

**12.2 "Notices":** All notices and other communications required or permitted to be given pursuant to this agreement shall be in writing and shall be deemed to have been duly given, made and received only when delivered against receipt or when deposited in the United States Mails, first class, postage prepaid, certified or registered mail, return receipt requested, addressed to the addressee at his or her address as shown from time to time in the records of the company. Any member may alter the address to which communications are to be sent by giving notice of such change of address to the Manager(s) in conformity with the provisions of this section 12.2.

**12.3 "Successors and Assigns":** This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, personal representatives and assigns.

**12.4 "Controlling Law":** This agreement shall be governed by and construed in accordance with the laws of the state of Nevada, notwithstanding any or other conflict-of-law provisions to the contrary.

**12.5 "Provisions Severable":** If any provision of this agreement shall be or shall become illegal or unenforceable in whole or in part, for any reason, the remaining provisions shall nevertheless be deemed valid, binding and subsisting.

**12.6 "Indulgences Not Waivers":** Neither the failure nor any delay on the part of any party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further

exercise of any other right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any subsequent occurrence.

**12.7 Gender:** Words used herein, regardless of the number or gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires.

**12.8 Statutory Provisions:** Any statutory references in this operating agreement shall include a reference to any successor to such statute and/or to the referred to provision of such statute.

**12.9 Amendment:** This agreement may only be amended by an agreement in writing executed both by all members.

**12.10 Execution:** This agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any persons to be signatory hereto may execute this agreement by signing any such counterpart. The company shall be deemed formed when all members named in paragraph 1.2 have executed this agreement or counterparts hereof.

**12.11 Rights of Creditors and Third Parties under Operating Agreement:** This Operating Agreement is entered into among the Members for the exclusive benefit of the Company, its Members, and their successors and assignees. This Operating Agreement is expressly not intended for the benefit of any creditor of the Company or any other person. Except and only to the extent provided by applicable statute, no such creditor or third party shall have any rights under this Operating Agreement or any agreement between the Company and any Member with respect to any Capital Contribution or otherwise.

**12.13 Dispute Resolution.** In the event any dispute or controversy arising out of or relating to this Operating Agreement, the members agree to exercise their best efforts to resolve the dispute as soon as possible. The members shall, without delay, continue to perform their respective obligations under this Agreement which are not affected by the dispute.

In the event that the members cannot exercise their best efforts resolve the dispute, they shall submit the dispute to Mediation prior to initiating any litigation. The invoking member shall give to the other member written notice of its decision to do so, including a description of the issues subject to the dispute and a proposed resolution thereof. Designated representatives of both members shall attempt to resolve the dispute within thirty (30) days after such notice. If those designated representatives cannot resolve the dispute, the members shall meet at a mutually agreeable location and describe the dispute and their respective proposals for resolution to the mediator, who shall act in good faith to resolve the dispute. If a mutually agreeable mediator cannot be found, then each designated representative shall select a proposed mediator, and the proposed mediators shall select a single mediator to hear the matter. All documents, materials, and information in the possession of each member that are in any way relevant to the claim(s) or dispute(s) shall be made available to the other party for review and copying no later than thirty (30) days after the notice of arbitration is served.

The mediator shall not have the authority, power, or right to alter, change, amend, modify, add, or subtract from any provision of this Agreement or to award punitive damages. The mediator shall have the power to issue mandatory orders and restraining orders in connection with the mediation. The award rendered

by the mediator shall be final and binding on the members if so agreed.


If the dispute is not resolved within thirty (30) days after such mediation, the dispute shall be ripe for litigation, which shall be commenced, if necessary, in Clark County, Nevada.


During the continuance of the mediation proceeding, the members shall continue to perform their respective obligations under this Operating Agreement.

Should either member require injunctive relief for any conduct of the other, that member, after thirty (30) days written notice to the other member with an opportunity to cure the complained of conduct, may file such relief in a court with proper jurisdiction in Clark County, Nevada.

Dated April 17, 2017

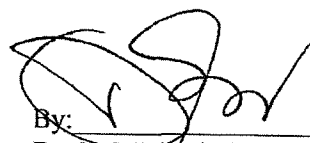
MANAGERS:

  
\_\_\_\_\_  
Danka K. Michaels

  
\_\_\_\_\_  
Jakub Michalecko

MEMBER:

MICH-MICH TRUST

  
By: \_\_\_\_\_  
Danka Michaels, Trustee

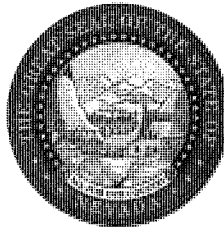
**Exhibit A**

<b>Name</b>	<b>Capital Contribution</b>	<b>Percentage of Company</b>
Mich-Mich Trust	\$50	100%

STATE OF NEVADA

**ROSS MILLER**  
Secretary of State

**SCOTT W. ANDERSON**  
Deputy Secretary  
for Commercial Recordings



OFFICE OF THE  
SECRETARY OF STATE

**Commercial Recordings Division**  
202 N. Carson Street  
Carson City, NV 89701-4069  
Telephone (775) 684-5708  
Fax (775) 684-7138

SHANNON EVANS  
EVANS & ASSOCIATES  
7251 W. LAKE MEAD #530  
LAS VEGAS, NV 89128

**Job: C20120509-2811**  
May 9, 2012

**Special Handling Instructions:**

**Charges**

Description	Document Number	Filing Date/Time	Qty	Price	Amount
Articles of Organization	20120330780-96	5/9/2012 3:45:22 PM	1	\$75.00	\$75.00
Copies - Certification of Document	20120330780-96	5/9/2012 3:45:22 PM	1	\$30.00	\$30.00
Total					\$105.00

**Payments**

Type	Description	Amount
Credit	279458 12050940718155	\$105.00
Total		\$105.00

**Credit Balance: \$0.00**

**Job Contents:**

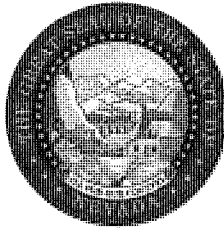
Certified File Stamped Copy(s): 1  
LLC Charter(s): 1  
ILMM-ALMM(s): 1

SHANNON EVANS  
EVANS & ASSOCIATES  
7251 W. LAKE MEAD #530  
LAS VEGAS, NV 89128

AA09247

STATE OF NEVADA

ROSS MILLER  
Secretary of State



SCOTT W. ANDERSON  
Deputy Secretary  
for Commercial Recordings

OFFICE OF THE  
SECRETARY OF STATE

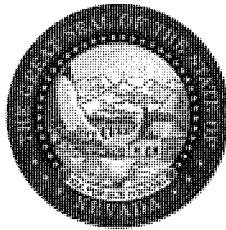
**Certified Copy**

May 9, 2012

**Job Number:** C20120509-2811  
**Reference Number:**  
**Expedite:**  
**Through Date:**

The undersigned filing officer hereby certifies that the attached copies are true and exact copies of all requested statements and related subsequent documentation filed with the Secretary of State's Office, Commercial Recordings Division listed on the attached report.

Document Number(s)	Description	Number of Pages
20120330780-96	Articles of Organization	2 Pages/1 Copies



Respectfully,

A handwritten signature of Ross Miller in black ink.

ROSS MILLER  
Secretary of State

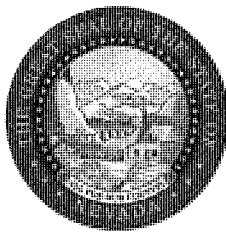
Certified By: Electronic Filing  
Certificate Number: C20120509-2811  
You may verify this certificate  
online at <http://www.nvsos.gov/>

Commercial Recording Division  
202 N. Carson Street  
Carson City, Nevada 89701-4069  
Telephone (775) 684-5708  
Fax (775) 684-7138

AA09248

STATE OF NEVADA

ROSS MILLER  
Secretary of State



SCOTT W. ANDERSON  
Deputy Secretary  
for Commercial Recordings

OFFICE OF THE  
SECRETARY OF STATE

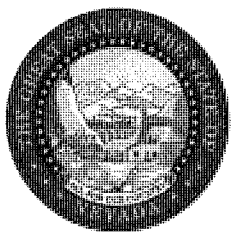
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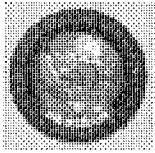
A handwritten signature in black ink, appearing to read "Ross Miller".

ROSS MILLER  
Secretary of State

Certified By: Electronic Filing  
Certificate Number: C20120509-2811  
You may verify this certificate  
online at <http://www.nvsos.gov/>

Commercial Recording Division  
202 N. Carson Street  
Carson City, Nevada 89701-4069  
Telephone (775) 684-5708  
Fax (775) 684-7138

AA09249



ROSS MILLER  
Secretary of State  
204 North Carson Street, Suite 4  
Carson City, Nevada 89701-4520  
(775) 684-5708  
Website: [www.nvsos.gov](http://www.nvsos.gov)



\*050103\*

## Articles of Organization Limited-Liability Company

(PURSUANT TO NRS CHAPTER 86)

Filed in the office of  Ross Miller Secretary of State State of Nevada	Document Number <b>20120330780-96</b> Filing Date and Time <b>05/09/2012 3:45 PM</b> Entity Number <b>E0259282012-1</b>
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(This document was filed electronically.)

ABOVE SPACE IS FOR OFFICE USE ONLY

USE BLACK INK ONLY - DO NOT HIGHLIGHT

<b>1. Name of Limited-Liability Company:</b> (must contain approved limited-liability company wording; see instructions)	PATIENCE ONE LLC		Check box if a Series Limited-Liability Company <input type="checkbox"/>	Check box if a Restricted Limited-Liability Company <input type="checkbox"/>
<b>2. Registered Agent for Service of Process:</b> (check only one box)	<input checked="" type="checkbox"/> Commercial Registered Agent: EVANS & ASSOCIATES Name <input type="checkbox"/> Noncommercial Registered Agent (name and address below) <b>OR</b> <input type="checkbox"/> Office or Position with Entity (name and address below) Name of Noncommercial Registered Agent <b>OR</b> Name of Title of Office or Other Position with Entity Street Address City Nevada Zip Code Mailing Address (if different from street address) City Nevada Zip Code			
<b>3. Dissolution Date:</b> (optional)	Latest date upon which the company is to dissolve (if existence is not perpetual):			
<b>4. Management:</b> (required)	Company shall be managed by: <input checked="" type="checkbox"/> Manager(s) <b>OR</b> <input type="checkbox"/> Member(s) (check only one box)			
<b>5. Name and Address of each Manager or Managing Member:</b> (attach additional page if more than 3)	1) DANKA MICHAELS-SEE ATTACHED Name 1930 VILLAGE CENTER CIRLC LAS VEGAS NV 89134 Street Address City State Zip Code 2) Name Street Address City State Zip Code 3) Name Street Address City State Zip Code			
<b>6. Effective Date and Time:</b> (optional)	Effective Date: Effective Time:			
<b>7. Name, Address and Signature of Organizer:</b> (attach additional page if more than 1 organizer)	SHANNON L. EVANS <input checked="" type="checkbox"/> SHANNON L. EVANS Name Organizer Signature 7251 W. LAKE MEAD #530 LAS VEGAS NV 89128 Address City State Zip Code			
<b>8. Certificate of Acceptance of Appointment of Registered Agent:</b>	I hereby accept appointment as Registered Agent for the above named Entity. <input checked="" type="checkbox"/> EVANS & ASSOCIATES Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity 5/9/2012 Date			

This form must be accompanied by appropriate fees.

# Articles of Organization

(PURSUANT TO NRS CHAPTER 86)

## CONTINUED

*Includes data that is too long to fit in the fields on the NRS 86 Form and  
all additional managers and organizers*

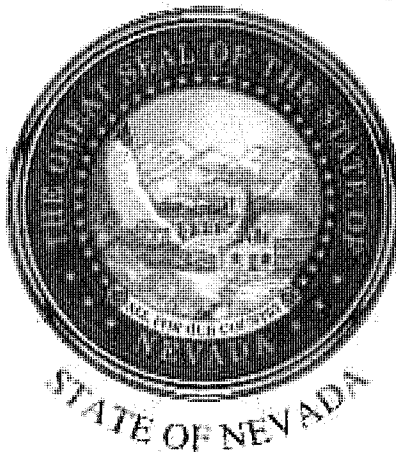
ENTITY NAME:	PATIENCE ONE LLC
--------------	------------------

FOREIGN NAME TRANSLATION:	Not Applicable
------------------------------	----------------

REGISTERED AGENT NAME:	EVANS & ASSOCIATES
STREET ADDRESS:	Not Applicable
MAILING ADDRESS:	Not Applicable

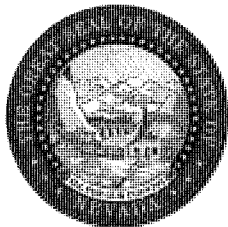
ADDITIONAL	Managers or Managing Members
Name: DANKA MICHAELS	
Address: 1930 VILLAGE CENTER CIRLCE #3-234	
City: LAS VEGAS	
State: NV	
Zip Code: 89134	

# SECRETARY OF STATE



## LIMITED LIABILITY COMPANY CHARTER

I, ROSS MILLER, the Nevada Secretary of State, do hereby certify that **PATIENCE ONE LLC** did on May 9, 2012, file in this office the Articles of Organization for a Limited Liability Company, that said Articles of Organization are now on file and of record in the office of the Nevada Secretary of State, and further, that said Articles contain all the provisions required by the laws governing Limited Liability Companies in the State of Nevada.

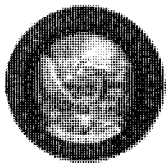


IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on May 9, 2012.

A handwritten signature in black ink, appearing to read "Ross Miller".

ROSS MILLER  
Secretary of State

Certified By: Electronic Filing  
Certificate Number: C20120509-2811  
You may verify this certificate  
online at <http://www.nvsos.gov/>



ROSS MILLER  
Secretary of State  
202 North Carson Street  
Carson City, Nevada 89701-4201  
(775) 684-5708  
Website: [www.nvsos.gov](http://www.nvsos.gov)

## Instructions for Initial List, Registered Agent and State Business License Application

**ATTENTION:** You may now file your initial or annual list online at [www.nvsos.gov](http://www.nvsos.gov)

**IMPORTANT:** READ ALL INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM.

**ATTENTION** Entities that are required to file an initial or annual list of officers with the Secretary of State are now required to file for the State Business License at the time their list is due as part of the annual list filing, unless specifically exempt. The State Business License fee is \$200.00. A penalty of \$100.00 is required for late business license renewals.

TYPE or PRINT the following information on the Initial List and Registered Agent Form:

1. The **NAME** and **FILE NUMBER** of the entity **EXACTLY** as it is registered with this office.
2. The **FILING PERIOD** is the month and year of filing TO the month and year 12 months from that date. Example: if the entity date was 1/12/99 the filing period would be 1/1999 to 1/2000.
3. The name and address of the **REGISTERED AGENT** and **OTHER** names and addresses as required on The list should be entered in the boxes provided on the form. Limited-Liability Companies **MUST** Indicate whether **MANAGER** or **MANAGING MEMBER** is being listed.
4. If qualified for a statutory exemption from the State Business License, enter the applicable code in the area provided. If claiming exemption, a Declaration of Eligibility for State Business License Exemption must accompany initial list.
5. The **SIGNATURE**, including his/her title and date signed **MUST** be included in the areas provided at the bottom of the form.
6. Completed **FORM**, **FEES** and **applicable PENALTIES** must be returned to the Secretary of State. Pursuant to NRS 225.085, all Initial and Annual Lists must be in the care, custody and control of the Secretary of State by the close of the business on the due date. Lists received after the due date will be returned unfiled, and will require any associated fees and penalties as a result of being late. Trackable delivery methods such as Express Mail, Federal Express, UPS Overnight may be acceptable if the package was guaranteed to be delivered on or before the due date yet failed to be timely delivered.

The filing fee for an initial list is \$125.00, in addition to the State Business License fee. Nonprofit corporations and corporations sole are not required to maintain a State Business License or pay the additional fee. Nonprofit corporation initial lists are \$25.00.

**ADDITIONAL FORMS** may be obtained on our website at [www.nvsos.gov](http://www.nvsos.gov) or by calling 775-684-5708.

**FILE STAMPED COPIES:** To receive one file stamped copy, please mark the appropriate check box on the list. Additional copies require \$2.00 per page and appropriate order instructions.

**CERTIFIED COPIES:** To order a certified copy, enclose an additional \$30.00 and appropriate instructions. A copy fee of \$2.00 per page is required for each copy generated when ordering 2 or more certified copies.

**EXPEDITE FEE:** Filing may be expedited for an additional \$125.00 fee for 24-hour service, \$500.00 for 2-hour service and \$1000.00 for 1-hour service.

Filing may be submitted at the office of the Secretary of State or by mail at the following addresses:

**MAIN OFFICE:**  
*Regular and Expedited Filings*

Secretary of State  
Status Division  
202 North Carson Street  
Carson City NV 89701-4201  
Phone: 775-684-5708  
Fax: 775-684-7123

**SATELLITE OFFICE:**  
*Expedited Filings Only*

Secretary of State – Las Vegas  
Commercial Recordings Division  
555 East Washington Ave, Suite 5200  
Las Vegas NV 89101  
Phone: 702-486-2880  
Fax: 702-486-2888

INITIAL LIST OF MANAGERS OR MANAGING MEMBERS AND REGISTERED AGENT AND  
STATE BUSINESS LICENSE APPLICATION OF:

FILE NUMBER

PATIENCE ONE LLC



E0259282012-1

NAME OF LIMITED-LIABILITY COMPANY

FOR THE FILING PERIOD OF MAY, 2012 TO MAY, 2013. Due by Jun 30, 2012

**\*\*YOU MAY FILE THIS FORM ONLINE AT [www.nvsos.gov](http://www.nvsos.gov)\*\***



100401

The entity's duly appointed registered agent in the State of Nevada upon whom process can be served is:

EVANS & ASSOCIATES  
7251 W LAKE MEAD STE 530  
LAS VEGAS NV 89128

A FORM TO CHANGE REGISTERED AGENT INFORMATION IS FOUND AT: [www.nvsos.gov](http://www.nvsos.gov)

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

☐ Return one file stamped copy. (If filing not accompanied by order instructions, file stamped copy will be sent to registered agent.)

**IMPORTANT:** Read instructions before completing and returning this form.

1. Print or type names and addresses, either residence or business, for all manager or managing members. A Manager, or if none, a Managing Member of the LLC must sign the form. **FORM WILL BE RETURNED IF UNSIGNED.**
2. If there are additional managers or managing members, attach a list of them to this form.
3. Return completed form with the filing fee of \$125.00. A \$75.00 penalty must be added for failure to file this form by the deadline.
4. State business license fee is \$200.00. Effective 2/1/2010, \$100 must be added for failure to file form by deadline.
5. Make your check payable to the Secretary of State.
6. **Ordering Copies:** If requested above, one file stamped copy will be returned at no additional charge. To receive a certified copy, enclose an additional \$30.00 per certification. A copy fee of \$2.00 per page is required for each additional copy generated when ordering 2 or more file stamped or certified copies. Appropriate instructions must accompany your order.
7. Return the completed form to: Secretary of State, 202 North Carson Street, Carson City, Nevada 89701-4201, (775) 684-5708.
8. Form must be in the possession of the Secretary of State on or before the last day of the first month following the incorporation/initial registration date. (Postmark date is not accepted as receipt date.) Forms received after due date will be returned for additional fees and penalties. Failure to include initial list and business license fees will result in rejection of filing.

FILING FEE: \$125.00 LATE PENALTY: \$75.00

BUSINESS LICENSE FEE: \$200.00 LATE PENALTY: \$100.00

**CHECK ONLY IF APPLICABLE AND ENTER EXEMPTION CODE IN BOX BELOW**

NRS 76.020 Exemption Codes

☐ Pursuant to NRS Chapter 76, this entity is exempt from the business license fee. Exemption code:

001 - Governmental Entity  
005 - Motion Picture Company  
006 - NRS 680B.020 Insurance Co.

**NOTE:** If claiming an exemption, a notarized Declaration of Eligibility form must be attached. Failure to attach the Declaration of Eligibility will result in rejection, which could result in late fees.

NAME

(DOCUMENT WILL BE REJECTED IF TITLE NOT INDICATED)

MANAGER

MANAGING MEMBER

ADDRESS

CITY

STATE

ZIP CODE

NAME

(DOCUMENT WILL BE REJECTED IF TITLE NOT INDICATED)

MANAGER

MANAGING MEMBER

ADDRESS

CITY

STATE

ZIP CODE

NAME

(DOCUMENT WILL BE REJECTED IF TITLE NOT INDICATED)

MANAGER

MANAGING MEMBER

ADDRESS

CITY

STATE

ZIP CODE

NAME

(DOCUMENT WILL BE REJECTED IF TITLE NOT INDICATED)

MANAGER

MANAGING MEMBER

ADDRESS

CITY

STATE

ZIP CODE

I declare, to the best of my knowledge under penalty of perjury, that the above mentioned entity has complied with the provisions of NRS Chapter 76 and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

X

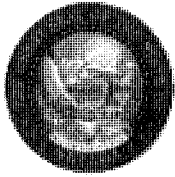
Title

Date

Signature of Manager or Managing Member

Nevada Secretary of State Initial List Man or Mem

AA09254 3-9-12



ROSS MILLER  
Secretary of State  
202 North Carson Street  
Carson City, Nevada 89701-4201  
(775) 684-5708  
Website: [www.nvsos.gov](http://www.nvsos.gov)

**ATTACH FORM ONLY IF CLAIMING A  
STATE BUSINESS LICENSE EXEMPTION**



**Declaration of Eligibility for State  
Business License Exemption**

(This form must be notarized)

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

This form must accompany the List of Officers only if claiming exemption from the State Business License. Please provide the information requested only for the exemption for which you claim eligibility. Failure to provide the requested information or to notarize this document will result in a rejected filing, which could result in late fees.

Entity Name:

NV Business  
I.D. Number:

**001 - Governmental Entity**

- ☐ This entity is an incorporated or unincorporated agency or instrumentality of the United States government or any state government; a corporation wholly owned by the United States government; or county, city, district, or other political subdivision of a state.

**002 - 501(c) Nonprofit Entity**

- ☐ This entity is qualified as a 501(c) Nonprofit Entity pursuant to Title 26 U.S.C. Section 501(c). Please provide the Internal Revenue Service (IRS) issued **Federal Employer Identification Number (FEIN)**

**005 - Motion Picture Company**

Is the primary purpose of this entity to create or produce motion pictures, as defined in NRS 231.020? ☐ Yes ☐ No  
If yes to above question, does the creation or production of motion pictures occur in Nevada? ☐ Yes ☐ No

If so, please provide Nevada Film Office registration number:

**006 - NRS 680B.020 Insurance Company**

Are the activities of this entity regulated through a license or certificate of authority granted by the Division of Insurance pursuant to NRS Title 57?

☐ Yes ☐ No

If yes, provide license or certificate of authority number

**I declare under penalty of perjury, as a representative authorized by statute to file on behalf of the above named entity, that the declarations indicated above are true and correct.**

**X**

Signature

Title

Date

State of \_\_\_\_\_ County of \_\_\_\_\_

Subscribed and sworn to before me the \_\_\_\_\_ 20\_\_\_\_

by \_\_\_\_\_

(Print name of Signer)

Notary Signature \_\_\_\_\_

Date of this notice: 05-17-2012

Employer Identification Number:  
45-5302432

Form: SS-4

Number of this notice: CP 575 B

PATIENCE ONE LLC  
DANKA MICHAELS MBR  
1930 VILLAGE CENTER CIR STE 3-234  
LAS VEGAS, NV 89134

For assistance you may call us at:  
1-800-829-4933

IF YOU WRITE, ATTACH THE  
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 45-5302432. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1065

04/15/2013

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at [www.irs.gov](http://www.irs.gov). If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.



## Chantel Wade

---

**From:** Secretary <secretary@evans-associates.com>  
**Sent:** Tuesday, September 17, 2019 2:56 PM  
**To:** JVAGroup; 'Michelle T. LoBello'  
**Cc:** Shannon Evans  
**Subject:** Thomas A. Pickens vs. Danka Michaels - Documents Requested  
**Attachments:** Amended Operating Agreement (Executed).pdf; EIN Letter.pdf; Articles filed.pdf; Resignation as Manager.pdf; Initial List Filed.pdf; SOS Print Out - Filing History.pdf; SOS Print Out - Entity Details.pdf; 2014 Filed List.pdf; Recorded Deed 138-31-311-007.pdf; Recorded Deed 125-16-511-008.pdf

**CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.**

Good Afternoon,

It was brought to my attention that your firms have requested the documents noted in correspondence (Exhibit #13) of our Indexing Log pertaining to the Subpoena from Jennifer Abrams, Esq. More specifically the Deeds transferring property from Danka to her Trust. Please be advised that those documents were provided and can be found as Exhibit #23 (1<sup>st</sup> Amendment to Mich-Mich Trust), Exhibit #28 (Deed – Danka to Mich-Mich Trust – 9517 Queen Charlotte Drive) and Exhibit #31 (Deed – Danka to Mich-Mich Trust – 7608 Lowe).

I have attached the two deeds (Exhibit 28 & Exhibit 31) for your easement. It was also advised you would like copies of all documents pertaining to Patience One, LLC. Please find the following attached:

- Amended Operating Agreement for Patience One, LLC
- EIN Letter
- Articles of Organization
- Initial List of Managers
- 2014 Final Annual List of Managers
- Resignation of Manager
- Nevada SOS – Filing History
- Nevada SOS – Entity Print Out

Please be advised our firm will not be Registered Agent for Patience One much longer as Ms. Michaels has failed to pay Registered Agent Fees to our firm for two consecutive years despite repeated attempts to collect. She has been filing her own lists and has not provided us with copies for our records for some time now. I have attached the SOS print outs for your knowledge. Please note we do not have copies of the Amended Lists or Annual Lists except those provided.

Sincerely,

*Tayler Murphy*

Legal Assistant to  
Shannon L. Evans, Esq.  
Evans & Associates  
2400 S. Cimarron Rd. – Ste. 140  
Las Vegas, Nevada 89117  
(702) 699-7333  
Facsimile (702) 699-7377

This message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone, and return the original message to us at the above address via the U.S. Postal Service. Thank you.

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Spam

Phish/Fraud

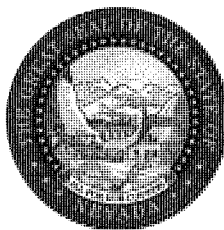
Not spam

Forget previous vote

STATE OF NEVADA

**ROSS MILLER**  
Secretary of State

**SCOTT W. ANDERSON**  
Deputy Secretary  
for Commercial Recordings



OFFICE OF THE  
SECRETARY OF STATE

**Commercial Recordings Division**  
202 N. Carson Street  
Carson City, NV 89701-4069  
Telephone (775) 684-5708  
Fax (775) 684-7138

SHANNON EVANS  
EVANS & ASSOCIATES  
7251 W. LAKE MEAD #530  
LAS VEGAS, NV 89128

**Job: C20120517-1705**  
May 17, 2012

**Special Handling Instructions:**

**Charges**

Description	Document Number	Filing Date/Time	Qty	Price	Amount
Initial List	20120349363-33	5/17/2012 12:39:36 PM	1	\$125.00	\$125.00
Business License 5/2012-5/2013	20120349363-33	5/17/2012 12:39:36 PM	1	\$200.00	\$200.00
Total					\$325.00

**Payments**

Type	Description	Amount
Credit	253767 12051741433093	\$325.00
Total		\$325.00

**Credit Balance: \$0.00**

**Job Contents:**

File Stamped Copy(s): 1  
Business License(s): 1

SHANNON EVANS  
EVANS & ASSOCIATES  
7251 W. LAKE MEAD #530  
LAS VEGAS, NV 89128

AA09260

# INITIAL LIST OF MANAGERS OR MANAGING MEMBERS AND REGISTERED AGENT AND STATE BUSINESS LICENSE APPLICATION OF:

FILE NUMBER

PATIENCE ONE LLC

E0259282012-1

NAME OF LIMITED-LIABILITY COMPANY

FOR THE FILING PERIOD OF 5/2012 TO 5/2013

**\*\*YOU MAY FILE THIS FORM ONLINE AT [www.nvsos.gov](http://www.nvsos.gov)\*\***

The entity's duly appointed registered agent in the State of Nevada upon whom process can be served is:

EVANS & ASSOCIATES (Commercial Registered Agent)  
7251 W LAKE MEAD STE 530  
LAS VEGAS, NV 89128 USA

A FORM TO CHANGE REGISTERED AGENT INFORMATION IS FOUND AT: [www.nvsos.gov](http://www.nvsos.gov)



\*100401\*

Filed in the office of  Ross Miller Secretary of State State of Nevada	Document Number <b>20120349363-33</b> Filing Date and Time <b>05/17/2012 12:39 PM</b> Entity Number <b>E0259282012-1</b>
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(This document was filed electronically.)  
ABOVE SPACE IS FOR OFFICE USE ONLY

USE BLACK INK ONLY - DO NOT HIGHLIGHT

☐ Return one file stamped copy. (If filing not accompanied by order instructions, file stamped copy will be sent to registered agent.)

**IMPORTANT:** Read instructions before completing and returning this form.

- Print or type names and addresses, either residence or business, for all manager or managing members. A Manager, or if none, a Managing Member of the LLC must sign the form. **FORM WILL BE RETURNED IF UNSIGNED.**
- If there are additional managers or managing members, attach a list of them to this form.
- Initial list fee is \$125.00. A \$75.00 penalty must be added for failure to file this form by the last day of the first month following organization date.
- State business license fee is \$200.00. Effective 2/1/2010, \$100 must be added for failure to file form by deadline.
- Make your check payable to the Secretary of State.
- Ordering Copies:** If requested above, one file stamped copy will be returned at no additional charge. To receive a certified copy, enclose an additional \$30.00 per certification. A copy fee of \$2.00 per page is required for each additional copy generated when ordering 2 or more file stamped or certified copies. Appropriate instructions must accompany your order.
- Return the completed form to: Secretary of State, 202 North Carson Street, Carson City, Nevada 89701-4201, (775) 684-5708.
- Form must be in the possession of the Secretary of State on or before the last day of the first month following the initial registration date. (Postmark date is not accepted as receipt date.) Forms received after due date will be returned for additional fees and penalties. Failure to include initial list and business license fees will result in rejection of filing.

INITIAL LIST FILING FEE: \$125.00

LATE PENALTY: \$75.00

BUSINESS LICENSE FEE: \$200.00

LATE PENALTY: \$100.00

Complete only if applicable

Section 7(2) Exemption Codes

- 001 - Governmental Entity
- 002 - 501(c) Nonprofit Entity
- 003 - Home-based Business
- 004 - Natural Person with 4 or less rental dwelling units
- 005 - Motion Picture Company
- 006 - NRS 680B.020 Insurance Co.

☐ Pursuant to NRS, this corporation is exempt from the business license fee. Exemption code:

☐ Month and year your State Business License expires:  20

NAME THOMAS A PICKENS		(DOCUMENT WILL BE REJECTED IF TITLE NOT INDICATED)	
		<input checked="" type="checkbox"/> MANAGER	<input type="checkbox"/> MANAGING MEMBER
ADDRESS 1930 VILLAGE CENTER CIR. 3-234	CITY LAS VEGAS	STATE NV	ZIP CODE 89134
NAME		(DOCUMENT WILL BE REJECTED IF TITLE NOT INDICATED)	
		<input type="checkbox"/> MANAGER	<input type="checkbox"/> MANAGING MEMBER
ADDRESS	CITY	STATE	ZIP CODE
NAME		(DOCUMENT WILL BE REJECTED IF TITLE NOT INDICATED)	
		<input type="checkbox"/> MANAGER	<input type="checkbox"/> MANAGING MEMBER
ADDRESS	CITY	STATE	ZIP CODE
NAME		(DOCUMENT WILL BE REJECTED IF TITLE NOT INDICATED)	
		<input type="checkbox"/> MANAGER	<input type="checkbox"/> MANAGING MEMBER
ADDRESS	CITY	STATE	ZIP CODE

I declare, to the best of my knowledge under penalty of perjury, that the above mentioned entity has complied with the provisions of sections 6 to 18 of AB 146 of the 2009 session of the Nevada Legislature and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

THOMAS A PICKENS

**X**  
Signature of Manager or Managing Member

Title  
MANAGER

Date  
5/17/2012 12:40:20 PM

Nevada Secretary of State Initial List Man or Mem

Revised: 8-5-09

AA09261

# SECRETARY OF STATE



## NEVADA STATE BUSINESS LICENSE

**PATIENCE ONE LLC**

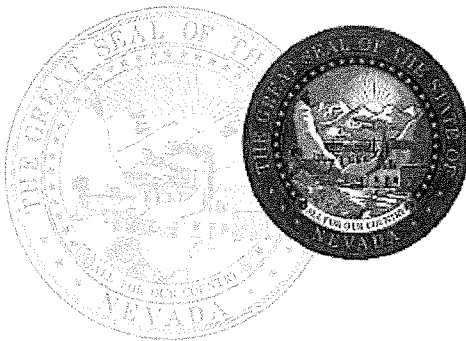
**Nevada Business Identification # NV20121297896**


**Expiration Date: May 31, 2013**

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.

This license shall be considered valid until the expiration date listed above unless suspended or revoked in accordance with Title 7 of Nevada Revised Statutes.

IN WITNESS WHEREOF, I have hereunto  
set my hand and affixed the Great Seal of State,  
at my office on May 17, 2012



  
ROSS MILLER  
Secretary of State

This document is not transferable and is not issued in lieu of any locally-required business license, permit or registration.

*Please Post in a Conspicuous Location*

**You may verify this Nevada State Business License  
online at [www.nvsos.gov](http://www.nvsos.gov) under the Nevada Business Search.**

APN: 125-16-511-008

Inst #: 20161007-0000634  
Fees: \$18.00 N/C Fee: \$0.00  
RPTT: \$0.00 Ex: #007  
10/07/2016 10:00:23 AM  
Receipt #: 2896329  
Requestor:  
EVANS & ASSOCIATES  
Recorded By: ANI Pgs: 3  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

MAIL TAX NOTICE/BILL/  
RECORDED DEED TO:  
Mich-Mich Trust  
9517 Queen Charlotte Dr.  
Las Vegas, NV 89145-8673

..... Space Above this Line For Recorder's Use .....

**GRANT, BARGAIN, SALE DEED**

The undersigned grantor:

Danka K. Michaels, an unmarried woman

does hereby convey, grant, bargain, sell and warrant to the following grantee:

Mich-Mich Trust dated April 5, 2010

the grantor's interest in the real property located in the County of Clark, State of Nevada described as follows:

**PARCEL ONE (1):**

Lot Thirty-Eight (38) in Block Seven (7) of Final Map of Orchard Valley at the Elkhorn Springs Cluster Homes - Unit 6, as shown by map thereof on file in Book 83 of Plats, Page 90, in the Office of the County Recorder of Clark County, Nevada.

Reserving therefrom a non-exclusive easement for the use and enjoyment in and to the association property, as set forth in the Master Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Elkhorn recorded March 22, 1995, in Book 950322 as Document No. 00346 as the same may from time to time be amended and/or supplemented, in the Office of the County Recorder of Clark County, Nevada.

AA09263

PARCEL TWO (2):

A non-exclusive easement for the use and enjoyment in and to the association property as set forth in the Master Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Elkhorn recorded March 22, 1995, in Book 950322 as Document No. 00346, as same may from time to time be amended and/or supplemented in the Office of the County Recorder of Clark County, Nevada, which easement is appurtenant to Parcel One (1).

(And more commonly known as 7608 Lowe, Las Vegas, Nevada).

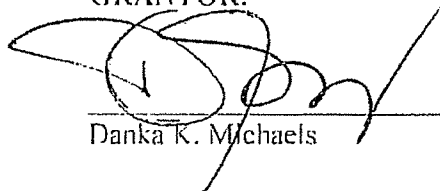
The property is conveyed with all warranties of title (subject to each encumbrance, covenant, restriction, reservation and right-of-way of record), together with each and every tenement, hereditament, and appurtenance thereof.

The grantee(s), as Trustee(s) of the above-referenced Trust, may sell, encumber, or otherwise transfer said property, or any interest therein, and no person dealing with said Trustee(s) has any duty to inquire as to the terms of the Trust or as to the application of the proceeds from the sale, transfer, or encumbrance hereof.

The undersigned grantor, under penalty of perjury, declares that the actual consideration received for this conveyance was none.

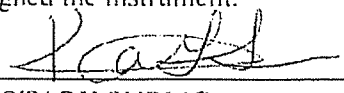
DATED: SEP 13 2016

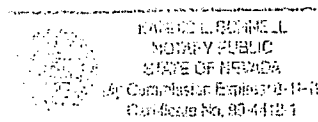
GRANTOR:

  
Danka K. Michaels

STATE OF NEVADA       )  
                                  ) ss.  
COUNTY OF CLARK     )

On this \_\_\_\_\_ day of SEP 13 2016, personally appeared before me, a Notary Public, **Danka K. Michaels**, who is personally known or proved to me to be the person whose name is subscribed to the above instrument and who acknowledged to me that she signed the instrument.

  
NOTARY PUBLIC  
**KANDIS L. SCHNELL**  
Comm Exp. 8-11-19  
Cert. No 99-4412-1



APN: 138-31-611-007

Inst #: 20161007-0000567  
Fees: \$18.00 N/C Fee: \$0.00  
RPTT: \$0.00 Ex: #007  
10/07/2016 09:56:01 AM  
Receipt #: 2895308  
Requestor:  
EVANS & ASSOCIATES  
Recorded By: CDE Pgs: 3  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

MAIL TAX NOTICE/BILL/  
RECORDED DEED TO:  
Danka K. Michaels  
9517 Queen Charlotte Dr.  
Las Vegas, NV 89145-8673

\_\_\_\_\_  
Space Above this Line For Recorder's Use

GRANT, BARGAIN, SALE DEED

The undersigned grantor:

Danka K. Michaels, an unmarried woman

does hereby convey, grant, bargain, sell and warrant to the following grantee:

Mich-Mich Trust dated April 5, 2010

the grantor's interest in the real property located in the County of Clark, State of Nevada described as follows:

PARCEL ONE (1):

Lot 73 Block C of Peccole West Lot 10 - Parcel 18-3-Phase 1, as shown by map thereof on file in Book 85 of Plats, Page 44, in the Office of the County Recorder of Clark County, Nevada.

PARCEL TWO (2):

A non-exclusive easement for ingress, egress and public utility purposes on, over and across all those areas labeled private streets and common areas on the map referenced hereinabove which easement is appurtenant to Parcel One (1).

(And more commonly known as 9517 Queen Charlotte Drive, Las Vegas, Nevada).

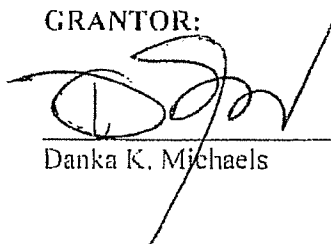
The property is conveyed with all warranties of title (subject to each encumbrance, covenant, restriction, reservation and right-of-way of record), together with each and every tenement, hereditament, and appurtenance thereof.

The grantee(s), as Trustee(s) of the above-referenced Trust, may sell, encumber, or otherwise transfer said property, or any interest therein, and no person dealing with said Trustee(s) has any duty to inquire as to the terms of the Trust or as to the application of the proceeds from the sale, transfer, or encumbrance hereof.

The undersigned grantor, under penalty of perjury, declares that the actual consideration received for this conveyance was none.

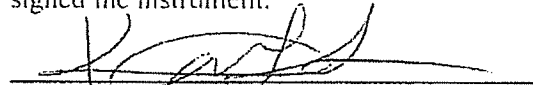
DATED: SEP 13 2016

GRANTOR:

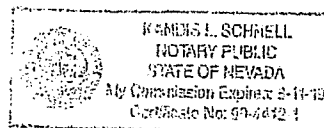
  
Danka K. Michaels

STATE OF NEVADA           )  
  ) ss.  
COUNTY OF CLARK        )

On this \_\_\_\_\_ day of SEP 13 2016, personally appeared before me, a Notary Public, **Danka K. Michaels**, who is personally known or proved to me to be the person whose name is subscribed to the above instrument and who acknowledged to me that she signed the instrument.

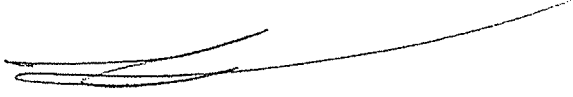
  
NOTARY PUBLIC

Kandis L. Schnell  
Cert. No. 99-4412-1  
Comm. Exp. 8-11-19



RESIGNATION

I hereby resign as Manager of Patience One, LLC, effective as of  
SEP 13 2016.

  
Thomas Pickens

**ENTITY INFORMATION****ENTITY INFORMATION****Entity Name:**

PATIENCE ONE LLC

**Entity Number:**

E0259282012-1

**Entity Type:**

Domestic Limited-Liability Company (86)

**Entity Status:**

Active

**Formation Date:**

05/09/2012

**NV Business ID:**

NV20121297896

**Termination Date:**

Perpetual

**Annual Report Due Date:**

5/31/2020

**Series LLC:**☐**Restricted LLC:**☐**REGISTERED AGENT INFORMATION**

**Name of Individual or Legal Entity:**

EVANS &amp; ASSOCIATES

**Status:**

Active

**CRA Agent Entity Type:**

CRA - Corporation

**Registered Agent Type:**

Commercial Registered Agent

**NV Business ID:**

NV20091537774

**Office or Position:****Jurisdiction:**

NEVADA

**Street Address:**

2400 S CIMARRON RD STE 140, LAS VEGAS, NV, 89117, USA

**Email Address:**

legal@evans-associates.com

**Mailing Address:****Individual with Authority to Act:**

SHANNON L. EVANS

**Contact Phone Number:****Fictitious Website or Domain Name:****PRINCIPAL OFFICE ADDRESS****Address:****Mailing Address:**

**OFFICER INFORMATION**☐ **VIEW HISTORICAL DATA**

Title	Name	Address	Last Updated	Status
Manager	DANKA K MICHAELS	3320 N. BUFFALO #106, LAS VEGAS, NV, 89129, USA	03/14/2019	Active
Manager	JAKUB MICHALECKO	3320 NORTH BUFFALO DRIVE, LAS VEGAS, NV, 89129, USA	03/14/2019	Active

**Page 1 of 1, records 1 to 2 of 2**[Filing History](#)[Name History](#)[Mergers/Conversions](#)[Return to Search](#)[Return to Results](#)

**FILING HISTORY****ENTITY INFORMATION****Entity Name:**

PATIENCE ONE LLC

**Entity Number:**

E0259282012-1

**Entity Type:**

Domestic Limited-Liability Company (86)

**Entity Status:**

Active

**Formation Date:**

05/09/2012

**NV Business ID:**

NV20121297896

**Termination Date:**

Perpetual

**Annual Report Due Date:**

5/31/2020

**Series LLC:**☐**Restricted LLC:**☐**FILING HISTORY DETAILS**

File Date	Effective Date	Filing Number	Document Type	Amendment Type	Source	View
03/14/2019	03/14/2019	20190113238-60	Annual List		External	
04/10/2018	04/10/2018	20180163076-34	Annual List		External	
04/17/2017	04/17/2017	20170165433-82	Amended List		External	
03/06/2017	03/06/2017	20170098939-68	Annual List		External	
11/02/2016	11/02/2016	20160482842-37	Amended List		External	
05/25/2016	05/25/2016	20160235420-05	Annual List		Internal	
05/29/2015	05/29/2015	20150250200-47	Annual List		Internal	
05/29/2014	05/29/2014	20140392309-23	Annual List		Internal	
05/31/2013	05/31/2013	20130373281-70	Annual List		Internal	
05/17/2012	05/17/2012	20120349363-33	Initial List		External	

&lt; Previous

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1

2

...

Next &gt;

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