IDAHO DEPARTMENT OF WATER RESOURCES **7/20/2023**

Proof Report

Water Right 63-3259 – Parent After Split

Owner Type	**Name and Address**
Current Owner	JRP PROPERTIES LLC 20488 PINTO RD CALDWELL, ID 83607-5301
Original Owner	GRACE CASHMAN RT 2 CALDWELL, ID 83605
Previous Owner	EUGENE O FRANK 120 WOODLAWN ST CALDWELL, ID 83605 (208) 459-8387

Priority Date: 8/31/1961
Basis: Decreed
Status: Active

Source	**Tributary**
UNNAMED DRAIN	WEST END DRAIN

Beneficial Use	**From**	**To**	**Diversion Rate**	**Volume**
IRRIGATION	03/01	11/15	0.170 CFS	
	Total Diversion		0.170 CFS	

Source and Point(s) of Diversion:

UNNAMED DRAIN	SESENE	Sec. 23, Twp 04N, Rge 04W, CANYON County

Place Of Use:
IRRIGATION within CANYON County

			NE				NW				SW				SE				
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
04N	04W	23				8.4													8.4

POU Total Acres: 8.4

Conditions of Approval:

1.	G16	This right remains subject to the right of the original appropriator, in good faith and in compliance with state laws governing changes in use and/or expansion of water rights, to cease wasting water, to change the place or manner of wasting it, or to recapture it.
2.	C18	This partial decree is subject to such general provisions necessary for the

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definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

Comments:

1	Ownership Change	11/14/2016	Split Right

Water Right 63-3259 was split by way of ownership creating new number 63-34313 for new owners James Frank and Shawna D Anthony

2	bserrano	11/14/2016	POU

Updated Shape

3	Clint.Lindow	7/18/2023	Split Right

Split into 63-35461 child water right and 63-3259 parent water right due to change of ownership for new owners Visionary 2, LLC and Red Label LV, LLC

4	Clint.Lindow	7/18/2023	POU

Updated Shape

Dates and Other Information:

Decreed Date: 2/6/2009
Civil Case Number: 39576
Judicial District: FIFTH
State or Federal: S
Water District Number: TBD
Mitigation Plan: False

Combined Use Limits:

N/A

Element Reviewed/Verified Dates:

Element	Last Reviewed	Reviewer	Last Verified Date	Verifier	Status
Summary	2/1/2006	lharris	2/1/2006	lharris	Closed
POD	5/22/2006	kwalker			Closed
POU	5/22/2006	kwalker			Closed
Use	5/22/2006	kwalker			Closed
Quantity	5/22/2006	kwalker			Closed
Season	5/22/2006	kwalker			Closed
Summary	5/22/2006	kwalker	5/22/2006	kwalker	Closed

Verification Log

Element	Date	User	Log Text
Summary	2/1/2006	lharris	(Yes) 1. Is the basis of this claim a Decree, License, Permit, Application or Posted Notice? (No) 2. Does any evidence indicate a five year period

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			of continuous nonuse occurred that could result in recommending forfeiture or partial forfeiture?
POD	5/22/2006	kwalker	Updated shape
POD	5/22/2006	kwalker	Updated PLS
POD	5/22/2006	kwalker	(Yes) 1. Is the basis of this claim a Decree or License? (Yes) 4. Does the Decree or License have a POD? (Yes) 5. Can the claimed POD be verified using the water right file? (No) 10. Is a POD remark and/or condition required?
POU	5/22/2006	kwalker	Updated shape from PLS
POU	5/22/2006	kwalker	Edited shape boundary
POU	5/22/2006	kwalker	(Yes) 1. Is the basis of this claim a Decree or License? (Yes) 2a. Is the POU required? (Yes) 5. Does the Decree or License have a POU? (Yes) 6. Can the claimed POU be verified using the water right file? (No) 14. Is a POU remark and/or condition required?
Use	5/22/2006	kwalker	(Yes) 1. Is the basis of this claim a Decree or License? (Yes) 4. Does the Decree or License have a Purpose of Use? (Yes) 5. Can the claimed Purpose of Use be verified using the water right file? (No) 13. Is a Purpose of Use remark and/or condition required?
Quantity	5/22/2006	kwalker	(Yes) 1. Is the basis of this claim a Decree or License? (Yes) 4. Does the Decree or License have a diversion rate and/or volume? (Yes) 5. Can the claimed diversion rate and/or volume be verified using the water right file? (No) 8. Does the parent right have an annual diversion volume limit? (No) 9. Is the source Groundwater and does the purpose of use require a diversion volume limit? (No) 11. Has a diversion volume limit been established by a decree, license or transfer for this water use? (No) 12. Is a Quantity remark or condition required?
Season	5/22/2006	kwalker	(Yes) 1. Is the basis of claim Decree or License? (No) 4. Does the Decree or License have a Period of Use? (No) 6. Is there evidence that there has been a change in the Period of Use? (Yes) 12. Does the file contain all the necessary information to verify the Period of Use? (No) 13. Is the basis of claim a decree, license, or a transferred beneficial use right that has had the Period of Use administrativly determined? (Yes) 15. Is irrigation claimed as a Purpose of Use? (No) 18. Is a Period of Use remark and/or condition required?
POU	5/22/2006	kwalker	Edited Season Of Use
Summary	5/22/2006	kwalker	(Yes) 1. Is the basis of this claim a Decree, License, Permit, Application or Posted Notice? (No) 2. Does any evidence indicate a five year period of continuous nonuse occurred that could result in recommending forfeiture or partial forfeiture? (No) 5. Does this right have any combined use limits with other rights? (No) 6. Is an additional remark and/or condition required? (Yes) 7. Would you like to view the recommended right? (No) 8. Is this a split or combined right? (No) 9. Do you have documents you would like to attach or link to the file? (Yes) 10. Would you like to set the verification date?

SubCase:
N/A

Water Supply Bank:

N/A

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State of Idaho
Department of Water Resources

Attachment to Transfer

Water Right(s): 63-3259

BEFORE SPLIT - Parent

This map depicts the IRRIGATION place of use boundary for this water right at the time of this approval and is attached to the approval document solely for illustrative purposes.



0 0.075 0.15 0.3 Miles

Township/Range
Sections
QQ

N

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IDAHO DEPARTMENT OF WATER RESOURCES **7/18/2023**

Proof Report

Water Right 63-3259

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Original Owner	GRACE CASHMAN RT 2 CALDWELL, ID 83605
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Priority Date: 8/31/1961
Basis: Decreed
Status: Active

Source	**Tributary**
UNNAMED DRAIN	WEST END DRAIN

Beneficial Use	**From**	**To**	**Diversion Rate**	**Volume**
IRRIGATION	03/01	11/15	0.810 CFS	
	Total Diversion		0.810 CFS	

Source and Point(s) of Diversion:

UNNAMED DRAIN	SESENE	Sec. 23, Twp 04N, Rge 04W, CANYON County

Place Of Use:
IRRIGATION within CANYON County

			NE				NW				SW				SE				
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
04N	04W	23	1.5			39.0													40.5

POU Total Acres: 40.5

Conditions of Approval:

1.	C18	This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.
2.	G16	This right remains subject to the right of the original appropriator, in good faith

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and in compliance with state laws governing changes in use and/or expansion of water rights, to cease wasting water, to change the place or manner of wasting it, or to recapture it.

Comments:

1	Ownership Change	11/14/2016	Split Right

Water Right 63-3259 was split by way of ownership creating new number 63-34313 for new owners James Frank and Shawna D Anthony

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Updated Shape

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Decreed Date: 2/6/2009
Civil Case Number: 39576
Judicial District: FIFTH
State or Federal: S
Water District Number: TBD
Mitigation Plan: False

Combined Use Limits:

N/A

Element Reviewed/Verified Dates:

Element	Last Reviewed	Reviewer	Last Verified Date	Verifier	Status
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POD	5/22/2006	kwalker			Closed
POU	5/22/2006	kwalker			Closed
Use	5/22/2006	kwalker			Closed
Quantity	5/22/2006	kwalker			Closed
Season	5/22/2006	kwalker			Closed
Summary	5/22/2006	kwalker	5/22/2006	kwalker	Closed

Verification Log

Element	Date	User	Log Text
Summary	2/1/2006	lharris	(Yes) 1. Is the basis of this claim a Decree, License, Permit, Application or Posted Notice? (No) 2. Does any evidence indicate a five year period of continuous nonuse occurred that could result in recommending forfeiture or partial forfeiture?
POD	5/22/2006	kwalker	Updated shape
POD	5/22/2006	kwalker	Updated PLS
POD	5/22/2006	kwalker	(Yes) 1. Is the basis of this claim a Decree or License? (Yes) 4. Does the Decree or License have a POD? (Yes) 5. Can the claimed POD be verified using the water right file? (No) 10. Is a POD remark and/or

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			condition required?
POU	5/22/2006	kwalker	Updated shape from PLS
POU	5/22/2006	kwalker	Edited shape boundary
POU	5/22/2006	kwalker	(Yes) 1. Is the basis of this claim a Decree or License? (Yes) 2a. Is the POU required? (Yes) 5. Does the Decree or License have a POU? (Yes) 6. Can the claimed POU be verified using the water right file? (No) 14. Is a POU remark and/or condition required?
Use	5/22/2006	kwalker	(Yes) 1. Is the basis of this claim a Decree or License? (Yes) 4. Does the Decree or License have a Purpose of Use? (Yes) 5. Can the claimed Purpose of Use be verified using the water right file? (No) 13. Is a Purpose of Use remark and/or condition required?
Quantity	5/22/2006	kwalker	(Yes) 1. Is the basis of this claim a Decree or License? (Yes) 4. Does the Decree or License have a diversion rate and/or volume? (Yes) 5. Can the claimed diversion rate and/or volume be verified using the water right file? (No) 8. Does the parent right have an annual diversion volume limit? (No) 9. Is the source Groundwater and does the purpose of use require a diversion volume limit? (No) 11. Has a diversion volume limit been established by a decree, license or transfer for this water use? (No) 12. Is a Quantity remark or condition required?
Season	5/22/2006	kwalker	(Yes) 1. Is the basis of claim Decree or License? (No) 4. Does the Decree or License have a Period of Use? (No) 6. Is there evidence that there has been a change in the Period of Use? (Yes) 12. Does the file contain all the necessary information to verify the Period of Use? (No) 13. Is the basis of claim a decree, license, or a transferred beneficial use right that has had the Period of Use administrativly determined? (Yes) 15. Is irrigation claimed as a Purpose of Use? (No) 18. Is a Period of Use remark and/or condition required?
POU	5/22/2006	kwalker	Edited Season Of Use
Summary	5/22/2006	kwalker	(Yes) 1. Is the basis of this claim a Decree, License, Permit, Application or Posted Notice? (No) 2. Does any evidence indicate a five year period of continuous nonuse occurred that could result in recommending forfeiture or partial forfeiture? (No) 5. Does this right have any combined use limits with other rights? (No) 6. Is an additional remark and/or condition required? (Yes) 7. Would you like to view the recommended right? (No) 8. Is this a split or combined right? (No) 9. Do you have documents you would like to attach or link to the file? (Yes) 10. Would you like to set the verification date?

SubCase:
N/A

Water Supply Bank:

N/A

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SEP 07 2023

State of Idaho
Department of Water Resources

Attachment to Transfer

Water Right(s): 63-3259

After Split - Parent

This map depicts the IRRIGATION place of use boundary for this water right at the time of this approval and is attached to the approval document solely for illustrative purposes.



0 0.04 0.08 0.16 Miles

Township/Range
Sections
QQ

N

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Form 42-248/42-1409(6) Rev. 7/21

DEV

RECEIVED
JUN 16 2023
WATER RESOURCES
WESTERN REGION

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "*Yes*" in the "*Split?*" column. If the water right is leased to the Water Supply Bank, check "*Yes*". If you are not sure if the water right is leased to the Water Supply Bank, see #7 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
63-3259	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: JRP Properties LLC
   Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Visionary 2, LLC and Red Label LV, LLC
   New owner(s) as listed on the conveyance document Name connector ■ **and** ☐ **or**

   7115 Bermuda Rd — Mailing address
   Las Vegas — City
   NV — State
   89119 — Zip
   702-460-7955 — Telephone
   Larry@LMConstructionco.com — Email

4. If the water rights and/or adjudication claims were split, how did the division occur?
   - ■ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
   - ☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.

5. Date you acquired the water rights and/or claims listed above: 4-22-2022.

6. Do you own the land identified as the water right place of use? Yes ■ No ☐
   - If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.

7. This form must be signed and submitted with the following **REQUIRED** items:
   - ■ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
   - ■ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
   - ■ Filing fee (see instructions for further explanation):
     - $25 per *undivided* water right.
     - $100 per *split* water right.
     - No fee is required for pending adjudication claims.

   SUPPORT DATA
   IN FILE # 63-3259

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   SEP 07 2023

   - ☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
   - ☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: _____ (Signature of new owner/claimant)
   Trustee of LSM Revocable Living Trust Dated March 10, 2021, Manager of Visionary 2, LLC (Title, if applicable)
   6-7-2023 (Date)
   Lawrence Monkarsh (Print name)

   Signature: _____ (Signature of new owner/claimant)
   Manager of Red Label LV, LLC (Title, if applicable)
   6-7-2023 (Date)
   Lawrence Monkarsh (Print name)

For IDWR Office Use Only:

Receipted by DM Date 6-16-2023 Receipt No. W051317, W051527 Receipt Amt. $25.00, $75.00 ($100)

Active in the Water Supply Bank? Yes ☐ No ☒ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐

Name on W-9 _____ Approved by CL Processed by CL Date 7-18-23

When recorded, please return to:

LM Construction Co.
Attn: Shaina Corpodian
7115 Bermuda Road
Las Vegas, Nevada 89119

2022-021723
RECORDED
04/22/2022 11:08 AM
CHRIS YAMAMOTO
CANYON COUNTY RECORDER
Pgs=6 TYOUREN $15.00
TYPE: DEED
TITLEONE BOISE
ELECTRONICALLY RECORDED

21428604 B/SD

GENERAL WARRANTY DEED

FOR VALUE RECEIVED, the sufficiency of which is hereby acknowledged, JRP Properties, LLC, an Idaho limited liability company ("**Grantor**"), hereby grants, bargains, sells, and conveys unto Visionary 2, LLC, a Nevada limited liability company, as to an undivided 20% interest and Red Label LV, LLC, a Nevada limited liability company, as to an undivided 80% interest (collectively, "**Grantee**"), whose address is 7115 Bermuda Road, Las Vegas, Nevada 89119 ATTN: Shaina Corpodian, the real property located in Canyon County, Idaho, more specifically described on Schedule I attached hereto and incorporated herein ("**Property**").

TOGETHER WITH all of Grantor's right, title, and interest in and to all streets, alleys, and rights of way adjacent thereto, all buildings and other improvements located thereon, all subsurface rights, minerals and mineral rights, water and water rights, ditch rights and water stock associated therewith, all easements, licenses, and claims appurtenant thereto, all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all estate, right, title and interest in and to the Property, as well in law as in equity.

TO HAVE AND TO HOLD the Property with its appurtenances unto Grantee, its successors and assigns, forever.

SUBJECT TO only to the matters set forth on Schedule II attached hereto and incorporated herein (the "**Permitted Exceptions**").

AND Grantor does hereby covenant to and with Grantee, that Grantor is the sole owner of the Property and owns the Property in its entirety in fee simple; that the Property is free from all encumbrances except the Permitted Exceptions; and that Grantor shall and will warrant and defend the quiet and peaceful possession of said Property by Grantee, against all claims whatsoever except as excluded or excepted herein.

DATED April 22, 2022 (the "**Effective Date**").

[*Remainder of page intentionally left blank; signature page follows.*]

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IN WITNESS WHEREOF, Grantor has executed this General Warranty Deed effective as of the Effective Date.

GRANTOR:

JRP PROPERTIES, LLC, an Idaho limited liability company

By:_____
Name: Jesse Prather
Title: Member

STATE OF IDAHO)
) ss.
County of Ada)

On this 22nd day of April, 2022, before me, a Notary Public in and for said State, personally appeared JESSE PRATHER, known or identified to me to be a member of JRP PROPERTIES, LLC, an Idaho limited liability company, the member or one of the members who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that he/she executed the same in said limited liability company name.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

SCOTT DARLING NOTARY PUBLIC Comm. No. 25033 STATE OF IDAHO

_____
Notary Public for Idaho
Residing at _____
My Commission expires _____

Residing at: Boise, ID
Commission expires: 11/28/2025

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SEP 07 2023

SCHEDULE I
Legal Description of the Property

A Parcel of land located in the SE1/4 of the NE1/4 of Section 23, Township 4 North, Range 4 East, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

COMMENCING at a brass cap monument marking the East 1/4 Corner of said Section 23, from which an aluminum cap monument marking the North 1/16 Corner between Sections 23 and 24 bears N.00°17'20"E., 1324.31 feet; thence, along the south boundary of said SE1/4 of the NE1/4,

A) N.89°23'16"W., 1325.08 feet to a 5/8-inch rebar marking the Center East 1/16 Corner of said Section 23; thence, along the west boundary of said SE1/4 of the NE1/4,

B) N.00°13'09"E., 120.00 feet to the north right-of-way of Simplot Boulevard; thence, along said right-of-way,

C) S.89°21'02"E., 527.09 feet to the **POINT OF BEGINNING**; thence, leaving said right-of-way,

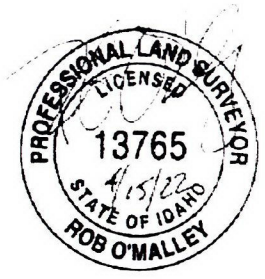
1) N.00°05'19"W., 542.26 feet; thence,

2) S.89°29'45"E., 328.02 feet; thence,

3) S.00°05'19"E., 543.09 feet to said right-of-way; thence, along said right-of-way,

4) N.89°21'02"W., 328.03 feet to the **POINT OF BEGINNING.**

CONTAINING: 4.086 acres, more or less.



Together With:

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SEP 07 2023

A Parcel of land located in the SE1/4 of the NE1/4 and the NE1/4 of the NE1/4 of Section 23, Township 4 North, Range 4 East, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

COMMENCING at a brass cap monument marking the East 1/4 Corner of said Section 23, from which a 5/8-inch rebar marking the Center East 1/16 Corner of said Section 23 bears N.89°23'16"W., 1325.08 feet; thence along the east boundary of said SE1/4 of the NE1/4,

A) N.00°17'20"E., 118.56 feet to the north right-of-way of Simplot Boulevard and the **POINT OF BEGINNING**; thence, along said right-of-way the following courses:

1) N.89°09'03"W., 166.38 feet; thence,

2) N.89°21'02"W., 303.74 feet; thence, leaving said right-of-way,

3) N.00°05'19"W., 543.09 feet; thence,

4) N.89°29'45"W., 852.18 feet to the west boundary of said SE1/4 of the NE1/4; thence, along said boundary,

1) N.00°13'09"E., 660.92 feet to the northwest corner of said SE1/4 of the NE1/4; thence, along the west boundary of the NE1/4 of the NE1/4,

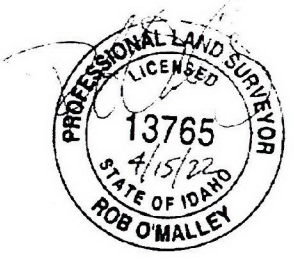
2) N.00°21'28"E., 60.53 feet; thence parallel with the south boundary of said NE1/4 of the NE1/4,

3) S.89°29'45"E., 1326.60 feet to the east boundary of said NE1/4 of the NE1/4; thence along said east boundary,

4) S.00°17'20"W., 60.53 feet to the southeast corner of said NE1/4 of the NE1/4; thence, along the east boundary of said SE1/4 of the NE1/4,

5) S.00°17'20"W., 1205.75 feet to the **POINT OF BEGINNING.**

CONTAINING: 27.857 acres, more or less.



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SCHEDULE II
Permitted Exceptions

1. Rights or claims of parties in possession not shown by the public records.

2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land, and that is not shown by the Public Records.

3. Easements, or claims of easements, not shown by the public records.

4. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims to title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

6. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices to such proceedings whether or not shown by the records of such agency, or by the public records.

7. Taxes, including any assessments collected therewith, for the year 2022 which are a lien not yet due and payable.

8. The land described herein is located within the boundaries of Pioneer Dixie Ditch Company and is subject to any assessments levied thereby.

9. Reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded December 28, 1905 in Book 3 of Patents, at Page 205, records of Canyon County, Idaho.

10. An easement for the purpose shown below and rights incidental thereto as set forth in a Power Line Easement.
Granted to: Idaho Power Company
Purpose: erection and continued operation, maintenance, repair, alteration, inspection, and replacement of the electric transmission, distribution and telephone lines and circuits
Recorded: March 12, 1951
Instrument No.: 373254, records of Canyon County, Idaho.

11. Conditions, restrictions, and access rights contained in a Deed in favor of the State of Idaho.
Recorded: February 6, 1981
Instrument No.: 912756, records of Canyon County, Idaho.

12. Conditions, restrictions, and access rights contained in a Deed in favor of the State of Idaho.
Recorded: February 6, 1981
Instrument No.: 912757, records of Canyon County, Idaho.

13. An easement for the purpose shown below and rights incidental thereto as set forth in an Easement.
Granted to: Idaho Transportation Board for the Division of Highways
Purpose: Constructing a canal channel change
Recorded: February 6, 1981
Instrument No.: 912758, records of Canyon County, Idaho.

14. An easement for the purpose shown below and rights incidental thereto as set forth in an Easement.
Granted to: U.S. West Communications, Inc., a Colorado corporation
Purpose: Construct, reconstruct, operate, maintain and remove such telecommunications facilities
Recorded: October 18, 1991
Instrument No.: 9120771, records of Canyon County, Idaho.

15. Right-of-way for Pinto Road.

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16. Terms and conditions contained in Administrative Land Division of Original Parcel.
Recorded: April 19, 2011
Instrument No.: 2011015830, records of Canyon County, Idaho.

17. An easement for the purpose shown below and rights incidental thereto as set forth in Special Warranty Deed.
Granted to: James A. Frank and Shawna D. Anthony
Purpose: Perpetual easement for ditch and other water rights and water delivery rights
Recorded: May 6, 2011
Instrument No.: 2011018265, records of Canyon County, Idaho.

18. Terms and conditions contained in Warranty Deed by and between Marilyn Jean Marschall fka Marilyn Jean Montgomery, married, as her sole and separate property and JRP Properties, LLC, an Idaho limited liability company.
Recorded: May 27, 2011
Instrument No.: 2011021276, records of Canyon County, Idaho.

19. All matters, and any rights, easements, interests or claims as disclosed by Record of Survey recorded July 8, 2011 as Instrument No. 2011027052, records of Canyon County, Idaho.

20. Terms and conditions contained in Findings of Fact, Conclusions of Law, Conditions of Approval and Order.
Recorded: August 23, 2012
Instrument No.: 2012036884, records of Canyon County, Idaho.

21. An easement for the purpose shown below and rights incidental thereto as set forth in an Easement.
Granted to: Idaho Power Company
Purpose: Permanent and perpetual easement and right of way, at all times sufficient in width for the installation, erection, continued operation, maintenance, repair, alteration, inspection, and/or replacement of underground electrical power line or lines and related facilities and equipment, generally including, but not limited to, buried power lines and wires, above-ground pad-mounted transformers, junction boxes, cables, conduits, communication lines, including fiber optics, other equipment, and all related appurtenances, any of which may extend above ground, in certain locations to be determined by Grantee at Grantee's sole and absolute discretion, together with the right to permit the attachment and/or use or placement of the wires, fixtures, cables and conduits of other companies or parties
Recorded: March 15, 2013
Instrument No.: 2013-011704, records of Canyon County, Idaho.

22. Terms and conditions contained in Ordinance No. 20-033.
Recorded: November 3, 2020
Instrument No.: 2020-064995, records of Canyon County, Idaho.

23. Rights of tenants in possession, as tenants only, under prior unrecorded leases.

24. Terms and conditions contained in a/an Private Road Maintenance Agreement.
Recorded: March 25, 2022
Instrument No.: 2022-016054, records of Canyon County, Idaho.

Terms and conditions contained in a/an Amended and Restated Private Road Maintenance Declaration.
Recorded: April 1, 2022
Instrument No.: 2022-017847, records of Ada County, of Idaho.

25. All matters, and any rights, easements, interests or claims as disclosed by Record of Survey recorded April 18, 2022 as Instrument No. 2022-020667, records of Canyon County, Idaho.

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SEP 07 2023

IDAHO DEPARTMENT OF
WATER RESOURCES

Western Region • 2735 W Airport Way • Boise, ID 83705-5082
Phone: 208-334-2190 • Fax: 208-334-2348 • Email: westerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

September 07, 2023

VISIONARY 2 LLC
7115 BERMUDA RD
LAS VEGAS NV 89119-4308

Re: Change in Water Right Ownership: 63-3259 (Split into 63-3259 and ***63-35461***),

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of a portion of the above referenced water right(s) to you. The Department has modified its records based on the information received and has enclosed a computer-generated report for you.

Your portion of each water right(s) has a specified point of diversion, nature of use and place of use. If you plan to change the authorized point of diversion, nature of use, or place of use, including adding a new point of diversion, you must file an Application for Transfer of Water Right. If you do not plan to change any elements of your water right, then no further action is required at this time.

The portion of the water right retained by the original right holder retains the original water right number. The Department is sending the original right holder a copy of this letter and a computer-generated report showing the changes to the original water right.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208)605-4631.

Sincerely,

Debra Mansfield

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Office Specialist II

Enclosure(s)

c: JRP PROPERTIES LLC

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IDAHO DEPARTMENT OF
WATER RESOURCES

Western Region • 2735 W Airport Way • Boise, ID 83705-5082
Phone: 208-334-2190 • Fax: 208-334-2348 • Email: westerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little **Director Mathew Weaver**

September 07, 2023

JRP PROPERTIES LLC
20488 PINTO RD
CALDWELL ID 83607-5301

Re: Change in Water Right Ownership: 63-3259 (Split into 63-3259 and ***63-35461***),

Dear Water Right Holder(s):

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Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208)605-4631.

Sincerely,

Debra Mansfield

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Office Specialist II

Enclosure(s)

c: JRP PROPERTIES LLC

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Mansfield, Debra

From: Mansfield, Debra
Sent: Tuesday, September 5, 2023 4:22 PM
To: larry@lmconstructionco.com
Subject: RE: IDWR Notice Of Change in Water Right Ownership for 63-3259
Attachments: IDWR Letter, RE Change in Ownership for Water Right 63-3259.pdf

Good afternoon,

Please refer to the attached letter while reviewing this email.

On August 15, 2023 the Department mailed a letter to the address provided on your Notice. This letter was requesting the proper fee in order to complete your submitted Change in Water Right Ownership for water right 63-3259. The remaining fee required to complete your notice is $75.00.

I am writing to you because we have not received an additional payment yet and I want to avoid returning your notice if you still want it processed. If you have already received our written letter dated August 15, 2023 and have submitted the additional fee, then feel free to disregard this message and I will continue to monitor my incoming mail. I will have to return this Notice and issue a refund if we have not received the fee by September 15, 2023.

If you have additional questions feel free to call us at (208)334-2190 or reply to this email.

Thank you,

Debra Mansfield | Office Specialist II
IDWR - Western Region
2735 W Airport Way, Boise ID 83705
(208) 334-2190 | Debra.Mansfield@idwr.idaho.gov

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IDAHO DEPARTMENT OF
WATER RESOURCES

Western Region • 2735 W Airport Way • Boise, ID 83705-5082
Phone: 208-334-2190 • Fax: 208-334-2348 • Email: westerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little **Director Gary Spackman**

August 15, 2023

VISIONARY 2 LLC
7115 BERMUDA RD
LAS VEGAS NV 89119-4308

RE: Change in Ownership for Water Right No(s): 63-3259

Dear Interested Parties:

The Department of Water Resources (Department) acknowledges receipt of your Notice of Change in Water Right Ownership (Notice).

Our review of your Notice indicates that additional information is required before the Department can process the change. The information required is indicated below:

- Filing Fee of $100 per water right for changes resulting from division of a water right

Based off the supporting documentation you have provided and based off the Water Right as it currently stands, we will have to split this Water Right to process your ownership change. Effective July 1, 2000, the legislature enacted House Bill No. 545 requiring a filing fee for a change in water right ownership. The fee is $25 per water right, except for ownership changes resulting in the division of a water right, which is $100 per water right. All ownership change notices received after June 30, 2000 must include the appropriate filing fees in order to be processed. We have already received $25 from you but an additional $75.00 is required for us to complete your Ownership Change.

Because the Department cannot process the Notice without proper fees, we will hold any action on your notice pending receipt of the necessary fees. If we do not receive the necessary fees within 30 days we will return your notice and all attachments and your notice will not be processed.

Also, please note that permit holders are required to report any change of ownership and/or mailing address to the Department within 120 days of the change. Forms to assign ownership or update your address are available from any office of the Department or on the Department's website.

If you have any questions regarding this matter, please contact me at (208)605-4630.

Sincerely,

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SEP 07 2023

Clint Lindow

Enclosure(s)

ENTITY INFORMATION

ENTITY INFORMATION

Entity Name:

RED LABEL LV, LLC

Entity Number:

E16365442021-2

Entity Type:

Domestic Limited-Liability Company (86)

Entity Status:

Active

Formation Date:

07/27/2021

NV Business ID:

NV20212185004

Termination Date:

Perpetual

Annual Report Due Date:

7/31/2023

Series LLC:

☐

Restricted LLC:

☐

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REGISTERED AGENT INFORMATION

SEP 07 2023

Name of Individual or Legal Entity:

Controller

Status:

Active

CRA Agent Entity Type:

Registered Agent Type:

Represented Entity

NV Business ID:

Office or Position:

Controller

Jurisdiction:

Street Address:

7115 Bermuda Rd, Las Vegas, NV, 89119, USA

Mailing Address:

Individual with Authority to Act:

Fictitious Website or Domain Name:

OFFICER INFORMATION

☐ **VIEW HISTORICAL DATA**

Title	Name	Address	Last Updated	Status
Manager	Lawrence Monkarsh	7115 Bermuda Rd, Las Vegas, NV, 89119, USA	07/27/2021	Active

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Filing History Name History Mergers/Conversions

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ENTITY INFORMATION

ENTITY INFORMATION

Entity Name:

VISIONARY 2, LLC

Entity Number:

E2241032019-7

Entity Type:

Domestic Limited-Liability Company (86)

Entity Status:

Active

Formation Date:

10/15/2019

NV Business ID:

NV20191605051

Termination Date:

Perpetual

Annual Report Due Date:

10/31/2023

Series LLC:

☐

Restricted LLC:

☑

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REGISTERED AGENT INFORMATION

SEP 07 2023

Name of Individual or Legal Entity:

Shaina Corpodian

Status:

Active

CRA Agent Entity Type:

Registered Agent Type:

Non-Commercial Registered Agent

NV Business ID:

Office or Position:

Jurisdiction:

Street Address:

7115 Bermuda Road, Las Vegas, NV, 89119, USA

Mailing Address:

Individual with Authority to Act:

Fictitious Website or Domain Name:

OFFICER INFORMATION

☐ **VIEW HISTORICAL DATA**

Title	Name	Address	Last Updated	Status
Managing Member	LSM Revocable Living Trust, dated March 10, 2021	7115 Bermuda Road, Las Vegas, NV, 89119, USA	09/20/2021	Active

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Filing History Name History Mergers/Conversions

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CERTIFICATE OF REVOCABLE TRUST

Contemporaneously with the execution of this Certificate, the undersigned, LAWRENCE S. MONKARSH, a resident of Clark County, Nevada, has executed that certain document entitled the "LSM REVOCABLE LIVING TRUST, dated March 10th, 2021", which provides in pertinent parts as follows:

1. **TRUSTOR**: The Trustor under the terms of said Trust is LAWRENCE S. MONKARSH.

2. **TRUSTEE**: The Trustee under said Trust is LAWRENCE S. MONKARSH.

3. **SUCCESSOR TRUSTEE**: In the event the original Trustee shall for any reason cease to act as Trustee, then GLENDA A. LIPPMAN-MONKARSH shall act as the Successor Trustee. In the event GLENDA A. LIPPMAN-MONKARSH shall for any reason fail to act as Trustee, then SHAINA CORPODIAN shall act as the Successor Trustee.

4. **POWER TO AMEND OR REVOKE**: During the life of the Trustor, the Trust may be revoked in whole or in part by an instrument in writing signed by the Trustor and delivered to the Trustee. The Trustor may at any time during his life amend any of the terms of the Trust by an instrument in writing signed by the Trustor and delivered to the Trustee.

5. **POWERS OF TRUSTEE**: With respect to the Trust estate, except as otherwise specifically provided in this Trust Agreement, the Trustee shall have all powers now or hereafter conferred upon trustees by applicable state law, and also those powers appropriate to the orderly and effective administration of the Trust. Any expenditure involved in the exercise of the Trustee's powers shall be borne by the Trust estate. Such powers shall include, but not be limited to, the following powers with respect to the Trust estate and all trusts created under the provisions of this Trust Agreement, all of which are to be exercised in a fiduciary capacity:

(a) With respect to real property: to sell and to buy real property; to mortgage and/or convey by deed of trust or otherwise encumber any real property now or hereafter owned by the Trust (including, but not limited to any real property, the Trustee may hereafter acquire or receive) to lease, sublease, release; to eject, remove and relieve tenants or other persons from, and recover possession of by all lawful means; to accept real property as a gift or as security for a loan; to collect, sue for, receive and receipt for rents and profits and to conserve, invest or utilize any and all of such rents, profits and receipts for the purposes described in this paragraph; to do any act of management and conservation, to pay, compromise, or to contest tax assessments and to apply for refunds in connection therewith; to employ laborers; to subdivide, develop, dedicate to public use without consideration, and/or dedicate easements over; to maintain, protect, repair, preserve, insure, build upon, demolish, alter or improve all or any part thereof; to obtain or vacate plats and adjust boundaries; to adjust differences in valuation on exchange or partition by giving or receiving consideration; to release or partially release real property from a lien.

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(b) To register any securities or other property held hereunder in the name of the Trustee or in the name of a nominee, with or without the addition of words indicating that such securities or other property are held in a fiduciary capacity, and to hold in bearer form any securities or other property held hereunder so that title thereto will pass by delivery, but the books and records of the Trustee shall show that all such investments are funds of the Trust.

(c) To hold, manage, invest, and account for the separate trusts in one or more consolidated funds, in whole or in part, as the Trustee may determine. As to each consolidated fund, the division into the various shares comprising such fund need be made only upon Trustee's books of account.

(d) To lease Trust property for terms within or beyond the term of the Trust and for any purpose, including exploration for and removal of gas, oil, and other minerals; and to enter into community oil leases, pooling and unitization agreements.

(e) To borrow money, mortgage, pledge or lease Trust assets for whatever period of time Trustee shall determine, even beyond the expected term of the Trust.

(f) To hold and retain any property, real or personal, in the form in which the same may be at the time of the receipt thereof, as long as in the exercise of Trustee discretion it may be advisable so to do, notwithstanding that the property may not be of a character authorized by law for investment of Trust funds.

(g) To invest and reinvest in the Trustee's absolute discretion, and the Trustee shall not be restricted in its choice of investments to such investments as are permissible for fiduciaries under any present or future applicable law, notwithstanding that the same may constitute an interest in a partnership.

(h) To advance funds to any of the trusts created under the terms of this Trust Agreement for any trust purpose. The interest rate imposed for such advances shall not exceed the current interest rates in Section 7520 of the Code.

(i) To institute, compromise, and defend any actions and proceedings.

(j) To vote, in person or by proxy, at corporate meetings any shares of stock in any trust created herein, and to participate in or consent to any voting trust, reorganization, dissolution, liquidation, merger, or other action affecting any such shares of stock or any corporation which has issued such shares of stock.

(k) To partition, allot, and distribute, in undivided interests or in kind, or partly in money and partly in kind, and to sell such property as the Trustee may deem necessary to make division or partial or final distribution of any of trusts created under the provisions of this Trust Agreement.

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(l) To determine what is principal or income of a trust pursuant to Nevada Revised Statutes and apportion and allocate receipts and expenses as between those accounts.

(m) To make payments hereunder directly to any beneficiary under disability, to the guardian of his or her person or estate, to any other person deemed suitable by the Trustee, or by direct payment of such beneficiary's expenses.

(n) To employ agents, attorneys, brokers, and other employees, individual or corporate, and to pay them reasonable compensation, which shall be expenses of the trusts.

(o) To accept additions of property to trusts, whether made by the Trustor, a member of the Trustor's family, by any beneficiaries hereunder, or by anyone interested in such beneficiaries.

(p) To hold on deposit or to deposit any funds of any trust created herein, whether part of the original Trust fund or received thereafter, in one or more savings and loan associations, banks or other financial institutions and in such form of accounts, whether or not interest bearing, as the Trustee may determine, without regard to the amount of any such deposit or to whether or not it would otherwise be a suitable investment for funds of a trust.

(q) To open and maintain safety deposit boxes in the name of the Trust and/or any trust created under the provisions of the Trust Agreement.

(r) To make distributions to any trust or beneficiary hereunder in cash or in specific property, real or personal, or an undivided interest therein, or partly in cash and partly in such property, and to do so without regard to the income tax basis of specific property so distributed. The Trustor requests, but does not direct, that the Trustee make distributions in a manner that will maximize the aggregate increase in income tax basis of assets of the estate on account of federal and state estate, inheritance and succession taxes attributable to appreciation of such assets.

(s) The powers enumerated in NRS 163.265 to NRS 163.410, inclusive, are hereby incorporated herein to the extent they do not conflict with any other provisions of this instrument.

(t) The enumeration of certain powers of the Trustee shall not limit the Trustee's general powers, subject always to the discharge of the Trustee's fiduciary obligations, and being vested with and having all the rights, powers, and privileges that an absolute owner of the same property would have.

(u) To invest Trust assets in securities of every kind, including debt and equity securities, to buy and sell securities, to write covered securities options on recognized options exchanges, to buy-back covered securities options listed on such

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exchanges, to buy and sell listed securities options, individually and in combination, employing recognized investment techniques such as, but not limited to, spreads, straddles, and other documents, including margin and option agreements which may be required by securities brokerage firms in connection with the opening of accounts in which such option transactions will be effected.

(v) To sell any property in the Trust estate, with or without notice, at public or private sale and upon such terms as the Trustee deems best, without appraisal or approval of any court.

(w) To invest and reinvest principal and income in such securities and properties as the Trustee shall determine. The Trustee is authorized to acquire, for cash or credit (including margin accounts), every kind of property, real, personal or mixed, and every kind of investment (whether or not unproductive, speculative, or unusual in size of concentration), specifically including, but not by way of limitation, corporate or governmental obligations of every kind and stocks, preferred or common, of both domestic and foreign corporations, shares or interests in any unincorporated association, trust, or investment company, including property in which the Trustee is personally interested or in which the Trustee owns an undivided interest in any other trust capacity.

(x) To deposit Trust funds in commercial savings or savings bank accounts in unlimited amounts for an unlimited period of time, with or without interest and subject to such restrictions upon withdrawal as the Trustee shall agree; any Trustee may sign on such account without any Trustee co-signature unless the signature card shall provide otherwise.

(y) To borrow money for any Trust purpose upon such terms and conditions as may be determined by the Trustee, and to obligate the Trust estate for the repayment thereof; to encumber the Trust estate or any part thereof by mortgage, deed of trust, pledge or otherwise, for a term within or extending beyond the term of the Trust.

(z) To grant options and rights of first refusal involving the sale or lease of any Trust asset and to sell upon deferred payments, or to acquire options and rights of first refusal for the purchase or lease of any asset, to purchase notes or accounts receivable whether secured or unsecured.

(aa) To employ and compensate, out of principal or income or both, as the Trustee shall determine, such agents, persons, corporations or associations, including accountants, brokers, attorneys, tax specialists, certified financial planners, realtors, and other assistants and advisors deemed needed by the Trustee, even if they are associated with a Trustee, for the proper settlement, investment and overall financial planning and administration of the trusts; and to do so without liability for any neglect, omission, misconduct, or default of any such person or profession representative provided such person was selected and retained with reasonable care.

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(bb) To invest and reinvest all or any part of the assets of any trust in any money management or registered investment advisory service that would provide for professional management of any such assets. The Trustee may authorize the advisory service to have the discretionary authority to invest and reinvest the assets transferred to such advisor by the Trustee without the requirement of prior approval of the Trustee of any transactions.

(cc) Notwithstanding the prohibitions under N.R.S. 163.050 and any such successor provisions, and notwithstanding any prohibitions against "self-dealing" under the laws of any other jurisdiction pursuant to which laws the Trust may be administered, any Trustee who is also a beneficiary of the Trust or any trust created under this Trust Agreement shall not be prohibited from engaging in acts of self-dealing with Trust property, either directly or indirectly, so long as the Trustee, in selling his or her own property or selling other properties in an agency or other fiduciary capacity to the Trust or in purchasing Trust assets for his or her personal account, or in purchasing Trust assets in an agency or other fiduciary capacity, gives fair consideration in exchange for all Trust properties received. If the Trustee engages in acts of self-dealing for fair and adequate consideration, the Trustee shall be relieved of any liability, sanction, or allegation of wrongdoing for such acts by any court or other legal authority.

(dd) To retain for any period of time any property that may be received or acquired, even though its retention by reason of its character or otherwise would not be appropriate absent this provision.

(ee) If the purchase, use, or disposition of any Trust property gives rise to either threatened or actual liability such that, in the sole opinion of the Trustee, the remaining assets of the Trust are thereby placed in risk of exposure to such liability, the Trustee shall be empowered to take such further and necessary steps as the Trustee deems prudent to protect and preserve the remaining assets of the Trust, including but not limited to transferring such property giving rise to the threatened or actual liability to a separate trust formed to hold that property. The Trustee shall be further empowered to appoint an independent third party to act as trustee over the newly formed trust, and such trust shall be administered according to, and governed by the provisions of this Trust Agreement. The beneficiaries of the new trust shall be the same beneficiaries as herein, and their interests in the new trust shall be in the same proportion as provided herein.

The trustee of the new trust shall maintain records and books of accounts that are independent of and separate from the records and accounts otherwise maintained hereunder.

(ff) The Trustee shall have the power to deal with matters involving the actual, threatened or alleged contamination of property in the Trust estate (including property held by an entity owned in whole or in part by the Trust) by hazardous substances, or involving compliance with environmental laws. Specifically, the Trustee may do the following:

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(1) Inspect and monitor Trust property periodically, as necessary, to determine compliance with any environmental law affecting such property, with all expenses of such inspection and monitoring to be paid from the income or principal of the Trust;

(2) Respond (or take any other action necessary to prevent, abate or "clean up") as it shall deem necessary, prior to or after the initiation of enforcement action by any governmental body, to any actual or threatened violation of any environmental law affecting any of such property, the cost of which shall be payable from Trust assets;

(3) Settle or compromise at any time any claim against the Trust related to any such matter asserted by any governmental body or private party;

(4) Disclaim any power that the Trustee determines may cause the Trustee and/or the Trust to incur liability as a result of any such matter, whether such power is set forth herein, or granted or implied by any statute or rule of law.

The Trustee shall not be personally liable to any beneficiary or other party interested in the Trust, or to any third parties, for any claim against the Trust for the diminution in value of Trust property resulting from such matters, including any reporting of or response to (1) the contamination of Trust property by hazardous substances; or (2) violations of any environmental laws related to the Trust; provided that the Trustee shall not be excused from liability for its or their own gross negligence or wrongful willful act.

When used in this document the term "hazardous substance(s)" means any substance defined as hazardous or toxic or otherwise regulated by any federal, state or local law(s) or regulation(s) relating to the protection of the environmental or human health ("environmental law(s)").

Notwithstanding any contrary provision of this instrument, the Trustee may withhold a distribution to a beneficiary until receiving from the beneficiary an indemnification agreement in which the beneficiary agrees to indemnify the Trustees against any claims filed against the Trustee pursuant to any federal, state, or local statue or regulation relating to clean up or management of hazardous substances.

(gg) To convey Trust property to Trustor or to a beneficiary for the purpose of obtaining a loan secured by a mortgage or deed of trust on such property on the condition that the Trustor or beneficiary then reconvey the property to the Trust, in which event the mortgage or deed of trust on the property shall be enforceable against the Trust.

(hh) In regard to the operation of any closely held business of the Trust, the Trustee shall have the following powers:

(1) The power to retain and continue the business engaged in by the Trust or to recapitalize, liquidate or sell the same.

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(2) The power to direct, control, supervise, manage, or participate in the operation of the business and to determine the manner and degree of the fiduciary's active participation in the management of the business and, to that end, to delegate all or any part of the power to supervise, manage, or operate the business to such person or persons as the fiduciary may select, including any individual who may be a beneficiary or Trustee hereunder.

(3) The power to engage, compensate and discharge, or as a stockholder owning the stock of the corporation, to vote for the engagement, compensation and discharge of such managers, employees, agents, attorneys, accountants, consultants, or other representatives, including anyone who may be a beneficiary or Trustee hereunder.

(4) The power to become or continue to be an officer, director, or employee of a corporation and to be paid reasonable compensation from such corporation as such officer, director, and employee, in addition to any compensation otherwise allowed by law.

(5) The power to invest or employ in such business other assets of the Trust estate.

(ii) The Trustee is authorized and empowered to purchase assets from the Trustor's estate that may be offered for sale by the legal representative of the Trustor's estate at a price equal to the value of such assets as fixed by competent authority or at such other price as may be agreed upon by the legal representative of the Trustor's estate.

(jj) Notwithstanding any other provision of this Trust, if this Trust owns any stock of a professional corporation, then during the lifetime of the professional who is the licensed person, that professional (acting as the Trustee), shall be the only Trustee to vote that stock. This is not a determination as to whether or not the stock is separate property or community property, but it is only intended to comply with the requirement that only a licensed professional vote the shares of the stock of a professional corporation. Upon the death of the licensed professional, the Successor Trustee shall vote the stock and may convert the corporation to a non-professional corporation, sell the stock and/or its assets and collect the accounts receivable, and prosecute or defend litigation.

6. **FORM OF TITLE**: The form in which title to assets is to be taken is:

"LAWRENCE S. MONKARSH, Trustee of the LSM REVOCABLE LIVING TRUST, dated March 10th, 2021".

7. **REPRESENTATION**: The Trust has not been revoked or amended to make any representations contained in the certification incorrect.

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IN WITNESS WHEREOF, the Trustor and currently acting Trustee has hereunto set his hand on this 10th day of March, 2021.

LAWRENCE S. MONKARSH

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

On this 10 day of March, 2021, before me, the undersigned, a Notary Public in and for said County of Clark, State of Nevada, personally appeared LAWRENCE S. MONKARSH, 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 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.

NOTARY PUBLIC

ALEXANDRA NEDELCU
Notary Public-State of Nevada
APPT. NO. 17-3099-1
My Appt. Expires 07-13-2021

APPROVED AS TO FORM:

CHRISTOPHER T. CLARK, ESQ.
Attorney for Trustor

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SEP 07 2023