

A. P. No. 1220-04-601-018

No. 22025022-COM

When recorded mail to:

Red, White & Blue Holdings, LLC  
Attn: Pat Paya  
624 West Fork Vista  
Gardnerville, NV 89460

**AFFIRMATION PURSUANT TO  
NRS 111.312(1)(2) AND 239B.030(4)**

Pursuant to NRS 239B.030, the undersigned, hereby affirm(s) that the below document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons.

**ASSUMPTION AGREEMENT, NOVATION  
AND FIRST AMENDMENT TO PROMISSORY NOTE**

THIS ASSUMPTION AGREEMENT, NOVATION AND FIRST AMENDMENT TO PROMISSORY NOTE is made and entered into on June 23, 2022, by and between 1802 NORTH CARSON STREET LLC, a Nevada limited liability company, hereinafter referred to as "Seller", party of the first part; and ARCHIE PROPERTIES, L.P., a California limited partnership, herein referred to as "Buyer", party of the second part; and RED, WHITE & BLUE HOLDINGS LLC, a Nevada limited liability company, hereinafter referred to as "Note Holder", party of the third part.

**W I T N E S S E T H :**

A. Seller is the owner of that certain real property situate in the South 1/2 of the Northeast 1/4 of Section 4, township 12 North, Range 20 East M.D.B.&M., Douglas County, Nevada, more particularly described as follows:

Parcel C2, as set forth on that certain Parcel Map LDA 01-012 for Red, White & Blue Holdings, L.L.C., filed for record in the office of the Douglas

County Recorder, on December 20, 2001, in Book 1201 Page 6611, as Document No. 530491, of Official Records.

B. Seller has entered into an agreement to sell the real property described above to Buyer, subject to that certain Promissory Note dated April 2, 2021, and secured by the real property described above as evidenced by that Deed of Trust dated April 2, 2021, recorded April 8, 2021, as Document No. 2021-965172, Official Records, Douglas County, Nevada.

C. Note Holder is the holder of the Note and beneficiary of the Deed of Trust described above.

D. Buyer desires to assume all the obligations under the Note and Deed of Trust and Seller desires to be released and discharged from any liability in connection with the Note and Deed of Trust.

E. Buyer and Note Holder have agreed to amend the extension provision included in the Note as set forth below.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, not herein expressed, it is agreed as follows:

1. Seller and Note Holder hereby represent that the outstanding principal balance under the Note, as of June 23, 2022, is \$1,150,000.00.

2. Seller and Note Holder hereby represent that there is no current default pursuant to the Assumed Note or the Deed of Trust and that no circumstances exist which would constitute a default with notice, or lapse of time, or both, to the best of their knowledge.

3. Buyer hereby assumes all obligations of Seller under the Note and agrees to hold Seller harmless therefrom subject to the amendment provided below.

4. The terms of the Note are hereby amended as follows:

a. The extension provision in said Note is hereby revoked in its entirety.

b. The late charge provision in the Note is restated as follows:

Any installment or payment due under this promissory note, including the final payment, made more than five (5) days after its due date shall be accompanied by a late charge in the amount of 5% of the payment then due.

5. All remaining terms and conditions of the Note and Deed of Trust are hereby ratified and affirmed by Buyer and Note Holder.

6. Note Holder hereby releases and discharges Seller from all liability upon the Note and Deed of Trust, and accepts Buyer as the only party responsible for the payment of the indebtedness evidenced by the Note.

7. This consent to assumption of the Note shall not be deemed a waiver of the right of the Note Holder to accelerate the unpaid balance of the Note in the event of any subsequent sale or transfer of the above described real property which secures the Note.

DATED: June 23, 2022.

**SELLER:**

1802 North Carson<sup>\*Street</sup> LLC, a Nevada Limited Liability Company  
By: The Robert P. Gindt Separate Property Trust  
Its: Sole Member/Manager  
By: Dunham Trust Company, Inc., a Nevada professional trustee  
Its: Successor Trustee

By: [Signature]  
Ann Rosevear, Chief Trust Officer

By: [Signature]  
Michelle Pillsbury, Trust Officer

**NOTE HOLDER:**  
RED, WHITE & BLUE HOLDINGS, LLC, a Nevada limited liability company

By: SIGNED IN COUNTERPART  
Pat A. Paya, Manager

By: SIGNED IN COUNTERPART  
John Fisher, Manager

**BUYER:**

Archie Properties, L.P., a California Limited Partnership Enterprises  
By: Archie Properties, LLC, a California limited liability company  
Its: General Partner

By: SIGNED IN COUNTERPART  
A. E. Kline, Manager

Any installment or payment due under this promissory note, including the final payment, made more than five (5) days after its due date shall be accompanied by a late charge in the amount of 5% of the payment then due.

5. All remaining terms and conditions of the Note and Deed of Trust are hereby ratified and affirmed by Buyer and Note Holder.

6. Note Holder hereby releases and discharges Seller from all liability upon the Note and Deed of Trust, and accepts Buyer as the only party responsible for the payment of the indebtedness evidenced by the Note.

7. This consent to assumption of the Note shall not be deemed a waiver of the right of the Note Holder to accelerate the unpaid balance of the Note in the event of any subsequent sale or transfer of the above described real property which secures the Note.

DATED: 6-20, 2022.

**SELLER:**

1802 North Carson<sup>\*Street</sup> LLC, a Nevada Limited Liability Company  
By: The Robert F. Gindt Separate Property Trust  
Its: Sole Member/Manager  
By: Dunham Trust Company, Inc., a Nevada professional trustee  
Its: Successor Trustee

By: SIGNED IN COUNTERPART  
Ann Rosevear, Chief Trust Officer

By: SIGNED IN COUNTERPART  
Michelle Pillsbury, Trust Officer

**NOTE HOLDER:**  
RED, WHITE & BLUE HOLDINGS, LLC, a Nevada limited liability company

By: SIGNED IN COUNTERPART  
Pat A. Paya, Manager

By: SIGNED IN COUNTERPART  
John Fisher, Manager

**BUYER:**

Archie Properties, L.P., a California Limited Partnership ~~ENTERPRISES~~  
By: Archie Properties, LLC, a California limited liability company  
Its: General Partner

By: [Signature]  
A. B. Kline, Manager

Any installment or payment due under this promissory note, including the final payment, made more than five (5) days after its due date shall be accompanied by a late charge in the amount of 5% of the payment then due.

5. All remaining terms and conditions of the Note and Deed of Trust are hereby ratified and affirmed by Buyer and Note Holder.

6. Note Holder hereby releases and discharges Seller from all liability upon the Note and Deed of Trust, and accepts Buyer as the only party responsible for the payment of the indebtedness evidenced by the Note.

7. This consent to assumption of the Note shall not be deemed a waiver of the right of the Note Holder to accelerate the unpaid balance of the Note in the event of any subsequent sale or transfer of the above described real property which secures the Note.

DATED: 6/22/22, 2022.

**SELLER:**

\*Street  
1802 North Carson<sup>LLC</sup>, a Nevada Limited Liability Company  
By: The Robert P. Gindt Separate Property Trust  
Its: Sole Member/Manager  
By: Dunham Trust Company, Inc., a Nevada professional trustee  
Its: Successor Trustee

By: SIGNED IN COUNTERPART  
Ann Rosevear, Chief Trust Officer  
By: SIGNED IN COUNTERPART  
Michelle Pillsbury, Trust Officer

**NOTE HOLDER:**  
RED, WHITE & BLUE HOLDINGS, LLC, a Nevada limited liability company

By: Pat A. Paya  
Pat A. Paya, Manager  
By: SIGNED IN COUNTERPART  
John Fisher, Manager

**BUYER:**

Archie Properties, L.P., a California Limited Partnership  
By: Archie Properties<sup>Enterprises</sup>, LLC, a California limited liability company  
Its: General Partner

By: SIGNED IN COUNTERPART  
A. E. Kline, Manager

Any installment or payment due under this promissory note, including the final payment, made more than five (5) days after its due date shall be accompanied by a late charge in the amount of 5% of the payment then due.

5. All remaining terms and conditions of the Note and Deed of Trust are hereby ratified and affirmed by Buyer and Note Holder.

6. Note Holder hereby releases and discharges Seller from all liability upon the Note and Deed of Trust, and accepts Buyer as the only party responsible for the payment of the indebtedness evidenced by the Note.

7. This consent to assumption of the Note shall not be deemed a waiver of the right of the Note Holder to accelerate the unpaid balance of the Note in the event of any subsequent sale or transfer of the above described real property which secures the Note.

DATED: June 23, 2022.

SELLER:

\*Street  
1802 North Carson \* LLC, a Nevada Limited Liability Company  
By: The Robert P. Ginci Separate Property Trust  
Its: Sole Member/Manager  
By: Dunham Trust Company, Inc., a Nevada professional trustee  
Its: Successor Trustee

SIGNED IN COUNTERPART

By: \_\_\_\_\_  
Ann Rosevear, Chief Trust Officer

SIGNED IN COUNTERPART  
By: \_\_\_\_\_  
Michelle Pillsbury, Trust Officer

NOTE HOLDER:  
RED, WHITE & BLUE HOLDINGS, LLC, a Nevada limited liability company

SIGNED IN COUNTERPART

By: \_\_\_\_\_  
Pat A. Paya, Manager

By: \_\_\_\_\_  
John Fisher, Manager

BUYER:


Archie Properties, L.P., a California Limited Partnership, ~~Archie Properties~~ Enterprises LLC, a California limited liability company  
By: Archie Properties, LLC, a California limited liability company  
Its: General Partner

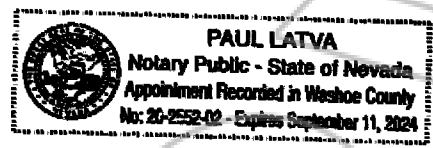
SIGNED IN COUNTERPART

By: \_\_\_\_\_  
A. E. Kline, Manager

STATE OF NEVADA )  
 ) ss  
COUNTY OF WASHOE )


This instrument was acknowledged before me on JUNE 23RD, 2022, by Ann Rosevear, Chief Trust Officer, of Dunham Trust Company, Inc., a Nevada professional trustee, as Successor Trustee to The Robert P. Gindt Separate Property Trust, Sole Member/Manager of 1802 North Carson<sup>®</sup> LLC, a Nevada limited liability company. \*Street

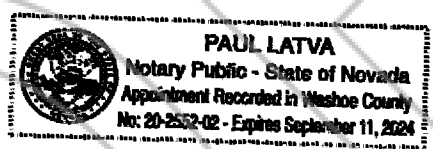
  
Notary Public



STATE OF NEVADA )  
 ) ss  
COUNTY OF WASHOE )

This instrument was acknowledged before me on JUNE 23RD, 2022, by Michelle Pillsbury, Trust Officer, of Dunham Trust Company, Inc., a Nevada professional trustee, as Successor Trustee to The Robert P. Gindt Separate Property Trust, Sole Member/Manager of 1802 North Carson<sup>®</sup> LLC, a Nevada limited liability company. \*Street

  
Notary Public



STATE OF )  
 ) ss  
COUNTY OF )

This instrument was acknowledged before me on \_\_\_\_\_, 2022, by A. E. Kline, Manager of Archie Properties, LLC, a California limited liability company, General Partner of Archie Properties, L.P., a California Limited Partnership.

\_\_\_\_\_  
Notary Public

STATE OF )  
 ) ss  
COUNTY OF )

This instrument was acknowledged before me on \_\_\_\_\_, 2022, by Ann Rosevear, Chief Trust Officer, of Dunham Trust Company, Inc., a Nevada professional trustee, as Successor Trustee to The Robert P. Gindt Separate Property Trust, Sole Member/Manager of 1802 North Carson LLC, a Nevada limited liability company.

\_\_\_\_\_  
Notary Public

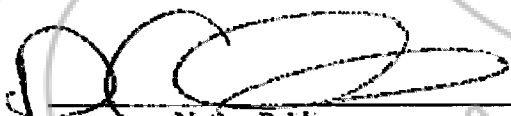
STATE OF )  
 ) ss  
COUNTY OF )

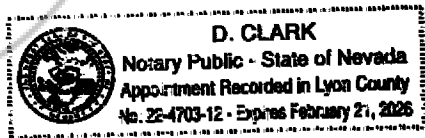
This instrument was acknowledged before me on \_\_\_\_\_, 2022, by Michelle Pillsbury, Trust Officer, of Dunham Trust Company, Inc., a Nevada professional trustee, as Successor Trustee to The Robert P. Gindt Separate Property Trust, Sole Member/Manager of 1802 North Carson LLC, a Nevada limited liability company.

\_\_\_\_\_  
Notary Public

STATE OF Nevada )  
 ) ss  
COUNTY OF CARSON CITY )

This instrument was acknowledged before me on JUNE 20, 2022, by A. E. Kline, Manager of Archie Properties, LLC, a California limited liability company, General Partner of Archie Properties, L.P., a California Limited Partnership.

  
\_\_\_\_\_  
Notary Public

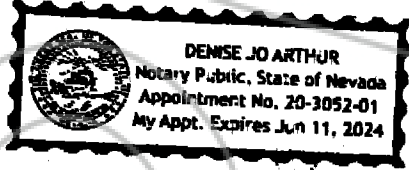




STATE OF *Nevada* )  
 )  
COUNTY OF *Douglas* ) ss

This instrument was acknowledged before me on  
*June 23, 2022*, 2022, by PAT A. PAYA, as Manager of RED,  
WHITE & BLUE HOLDINGS LLC.

*Denise Jo Arthur*  
Notary Public



STATE OF )  
 )  
COUNTY OF ) ss

This instrument was acknowledged before me on  
\_\_\_\_\_, 2022, by JOHN FISHER, as Manager of RED,  
WHITE & BLUE HOLDINGS LLC.

\_\_\_\_\_  
Notary Public

STATE OF )  
 ) ss  
 COUNTY OF )

This instrument was acknowledged before me on  
 \_\_\_\_\_, 2022, by PAT A. PAYA, as Manager of RED,  
 WHITE & BLUE HOLDINGS LLC.

\_\_\_\_\_  
 Notary Public

STATE OF Nevada )  
 ) ss  
 COUNTY OF Douglas )

This instrument was acknowledged before me on  
6/21/2022, 2022, by JOHN FISHER, as Manager of RED,  
 WHITE & BLUE HOLDINGS LLC.

Cynthia Haggard  
 Notary Public

