

RECORDING REQUESTED BY KCPT TRUST
AND WHEN RECORDED MAIL TO:

Kessinger Community Property Trust
3827 S. CARSON ST
STE 505-25 PMB 2014
CARSON CITY NV 89701



SHAWNYNE GARREN, RECORDER

(Above Space for Recorder's Use Only)

AMENDED AND RESTATED MEMORANDUM OF TENANTS IN COMMON AGREEMENT

THIS RESTATED MEMORANDUM OF TENANTS IN COMMON AGREEMENT (this "**Memorandum**") dated as of the 2 day of July, 2024, by and between the Kessinger Community Property Trust, ("KCPT Trust"), and the Eric J Regan and Sara A Regan Revocable Trust ("Regan Trust") (each sometimes hereinafter also referred to as a "**Tenant in Common**" and collectively referred to herein as the "**Tenants in Common**").

The Tenants in Common hereby acknowledge the following:

1. Tenants in Common Agreement. The Tenants in Common have entered into that certain Amended and Restated 1605 Viewmont Court Tenants In Common Agreement dated July 2, 2024 (the "**Tenants in Common Agreement**"). Capitalized terms not otherwise defined in this Memorandum shall have the meanings given them in the Tenants in Common Agreement. The Tenants in Common Agreement provides for the ownership and operation of the real property more particularly described in Exhibit "A" attached hereto (the "**Property**") located at 1605 Viewmont Court, Gardnerville, Nevada 89410 (APN: 1320-35-001-006) on the terms and conditions set out in the Tenants in Common Agreement.
2. Term. The term of the Tenants in Common Agreement commenced on July 2, 2024 and shall terminate at such time as the Tenants in Common or their successors no longer own the Property as tenants in common or otherwise agree to dissolve or otherwise terminate the tenancy in common.

3. Rights and Restrictions. The Tenants in Common Agreement provides for the following, among other provisions, rights, and restrictions:
 - a. Restrictions on the ability of the Tenants in Common to convey or encumber the Property or their interests in the Property.
 - b. Restrictions on the ability of the Tenants in Common to file a partition action.
 - c. Rights of first refusal, reallocation of equity interests, indemnities, debts and liabilities.
 - d. Rights of first offer.
 - e. Rights to advance expenses, account for and place a lien upon a non-contributing or defaulting Tenant in Common's interest in the Property to the extent any Tenant in Common advances money owing by a non-contributing or defaulting Tenant in Common.
4. Successors. The Tenants in Common intend the terms and provisions of the Tenants in Common Agreement to be covenants running with the land and equitable servitudes expressly for the benefit and burden of, and to be binding upon, each successive owner of any undivided interest in the Property, and upon each person having an interest therein derived through any owner thereof, for the term of the Tenants in Common Agreement.
5. Notices. Unless specifically stated otherwise in this memorandum, all notices shall be in writing and delivered to each Tenant in Common using the contact information listed below by one the following methods: (a) personal delivery, whereby delivery is deemed to have occurred at the time of delivery; (b) overnight delivery by a nationally recognized overnight courier company, whereby delivery is deemed to have occurred the Business Day following deposit with the courier; (c) registered or certified mail, postage prepaid, return receipt requested, whereby delivery is deemed to have occurred on the third Business Day following deposit with the U.S. Mail; or (d) email transmission provided that such transmission is completed no later than 5:00 p.m. (PST) on a Business Day and the original is also sent by personal delivery, overnight delivery, or by U.S. Mail in the manner previously described, whereby delivery is deemed to have occurred at the end of the Business Day on which the email transmission is complete. As used herein, the term "Business Day" shall mean any day other than a Saturday, Sunday, or a legal holiday on which national banks are not open for general business in the State of Nevada.
6. Conflicts. This Memorandum is intended only for recording purposes to provide notice of certain terms and conditions contained in the Tenants in Common Agreement and is not to be construed as a complete summary of the terms and conditions thereof nor meant to amend or modify any terms of the Tenants in Common Agreement. This Memorandum is subject to the Tenants in Common Agreement and any amendments, modifications, alterations, renewals, and extensions of the Tenants in Common Agreement. The terms and provisions of the Tenants in Common Agreement are incorporated in this Memorandum by reference. If there is any conflict between this Memorandum and the Tenants in Common Agreement, the provisions of the Tenants in Common Agreement shall control.

7. Counterparts. This Memorandum may be executed in multiple counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first written above.

TENANTS IN COMMON:

By: *W.C. Kessinger*

Name: WILLIAM C. KESSINGER

By: *Rachel Kessinger*

Name: Rachel Kessinger

Title: Individually and as Trustees of the Kessinger Community Property Trust

TENANTS IN COMMON:

By: *Sara Regan*

Name: SARA REGAN

By: *Eric Regan*

Name: ERIC REGAN

Title: Individually and as Trustees of the Eric J Regan and Sara A Regan Revocable Trust

STATE OF NEVADA)

) ss:

COUNTY OF DOUGLAS)

On JULY 2, 2024, there personally appeared before me, a notary public, William & Rachel Kessinger, individually and as Trustees of the KCPT Trust and Sara & Eric Regan Individually and as Trustees of the Regan Trust personally known (or proved) to me to be the persons whose names are subscribed to the above instrument, who acknowledged to me that they executed the foregoing Tennant in Common Agreement.

Anthony L. Vickers

Notary Public

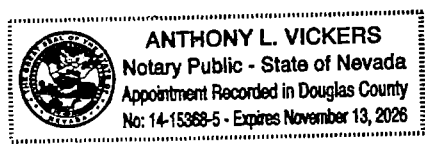


EXHIBIT "A"

Legal Description of the Property

Street Address: 1605 Viewmont Court, Gardnerville, Nevada 89410

All that certain real property situate in the County of Douglas, State of Nevada, described as follows:

Those portions in the E1/2 of the E1/2 of Section 34, and that portion of the W1/2 of Section 35, all in Township 13 North, Range 20 East, M.D.B.&M., more particularly described as follows:

Parcel 5-C, as set forth upon that Parcel Map for WAGNER & ASSOCIATES, INC., recorded September 21, 1983, in Book 983 of Official Records at Page 1789, Douglas County, Nevada, as Document No. 87326.

Said Parcel Map was amended by instrument recorded May 1, 1984, in Book 584 of Official Records at Page 120, Douglas County, Nevada as Document No. 100270.

Said Parcel Map being a division of Parcel No. 5, as set forth on that certain Record of Survey for NEVIS INDUSTRIES, INC., filed for record in the office of the County Recorder of Douglas County, Nevada, on December 23, 1980, as Document No. 51917, Of Official Records.

TOGETHER WITH all those certain access and utility easement for ingress and egress as set forth on that certain Record of Survey for Nevis Industries, Inc., filed for record in the office of the County Recorder of Douglas County, Nevada, on December 23, 1980 as Document No. 51917.

Assessor's Parcel Number(s):

1320-35-001-006