IN THE SUPREME COURT OF THE STATE OF NEVADA

NAVNEET SHARDA, an individual; TRATA INC., a Nevada corporation,	)))	Appeal No.: 82360
Appellants,	))	Nature of Proceedings: Appeal
v.	)))	Court below: Eighth Judicial District Court of Nevada**,** Case No.: A-17-756274-C
STEVEN BARKET, an individual, et al.	)))	
Respondents.	))))	

JOINT APPENDIX
(Vol. III of XI)
(JA000416-JA000642)

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SHAFIK BROWN and FURNITURE
BOUTIQUE

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APPENDIX – ALPHABETICAL INDEX

25	12/14/2020	Amended Notice of Entry of Findings of Fact and Conclusions of Law for November 19, 2020 Order Dismissing Plaintiffs' Matter with Prejudice	VI	JA001172-JA001190
4	8/11/2017	Amended Verified Complaint	I	JA000023-JA000039
10	7/29/2020	Appendices for Defendants' Motion to Dismiss Plaintiffs' Complaint with Prejudice and Related Relief (Volume I of VIII)	I	JA000134-JA000238
11	7/29/2020	Appendices for Defendants' Motion to Dismiss Plaintiffs' Complaint with Prejudice and Related Relief (Volume II of VIII)	II	JA000239-JA000303
12	7/29/2020	Appendices for Defendants' Motion to Dismiss Plaintiffs' Complaint with Prejudice and Related Relief (Volume III of VIII)	II	JA000304-JA000415
13	7/29/2020	Appendices for Defendants' Motion to Dismiss Plaintiffs' Complaint with Prejudice and Related Relief (Volume IV of VIII)	III	JA000416-JA000530
14	7/29/2020	Appendices for Defendants' Motion to Dismiss Plaintiffs' Complaint with Prejudice and Related Relief (Volume V of VIII)	III	JA000531-JA000642
15	7/29/2020	Appendices for Defendants' Motion to Dismiss Plaintiffs' Complaint with Prejudice and Related Relief (Volume VI of VIII)	IV	JA000643-JA000747
16	7/29/2020	Appendices for Defendants' Motion to Dismiss Plaintiffs' Complaint with Prejudice and Related Relief (Volume VII of VIII)	IV	JA000748-JA000845

17	7/29/2020	Appendices for Defendants' Motion to Dismiss Plaintiffs' Complaint with Prejudice and Related Relief (Volume VIII of VIII)	IV	JA000846-JA000875
29	1/11/2021	Appendices to Opposition to Motion for Clarification (Vol. I of VIII)	VII	JA001331-JA001436
30	1/11/2021	Appendices to Opposition to Motion for Clarification (Vol. II of VIII)	VII	JA001437-JA001502
31	1/11/2021	Appendices to Opposition to Motion for Clarification (Vol. III of VIII)	VIII	JA001503-JA001615
32	1/11/2021	Appendices to Opposition to Motion for Clarification (Vol. IV of VIII)	VIII	JA001616-JA001731
33	1/11/2021	Appendices to Opposition to Motion for Clarification (Vol. V of VIII)	IX	JA001732-JA001844
34	1/11/2021	Appendices to Opposition to Motion for Clarification (Vol. VI of VIII)	IX	JA001845-JA001950
35	1/11/2021	Appendices to Opposition to Motion for Clarification (Vol. VII of VIII)	X	JA001951-JA002049
36	1/11/2021	Appendices to Opposition to Motion for Clarification (Vol. VIII of VIII)	X	JA002050-JA002131
19	9/3/2020	Appendix of Exhibits to Plaintiff's Opposition to Defendants' Motion to Dismiss	V	JA000904-JA001083
1	6/1/2017	Complaint	I	JA000001-JA000016
21	10/14/2020	Confession of Judgment (Shafik Brown)	V	JA001104-JA001119

22	10/14/2020	Confession of Judgment (Shafik Hirji)	VI	JA001120-JA001135
23	10/14/2020	Confession of Judgment (Shafik Brown and Shafik Hirji)	VI	JA001136-JA001155
26	12/28/2020	Counterclaimants' Motion for Clarification, and/or in the alternative, Motion for Relief, Reconsideration, and/or to Alter or Amend Judgment	VI	JA001191-JA001296
9	7/29/2020	Defendants' Motion to Dismiss with Prejudice and for Related Relief	I	JA000099-JA000133
20	10/13/2020	Defendants' Reply to Motion to Dismiss with Prejudice and for Related Relief	V	JA001084-JA001103
37	1/13/2021	Defendants' Opposition to Limited Joinder and Countermotion to Strike	X	JA002132-JA002146
28	1/11/2021	Defendants' Opposition to Motion for Clarification	VI	JA001300-JA001330
24	12/14/2020	Findings of Fact and Conclusions of Law for November 19, 2020 Order Dismissing Plaintiffs' Matter with Prejudice	VI	JA001156-JA001171
27	1/7/2021	Limited Joinder to Motion for Clarification	VI	JA001297-JA001299
38	1/13/2021	Notice of Appeal	X	JA002147-JA002169
42	6/23/2021	Notice of Appeal	XI	JA002206-JA002210
40	5/25/2021	Notice of Entry of April 6, 2021 Order	X	JA002179-JA002190

39	5/25/2021	Order from April 6, 2021 Hearing	X	JA002170-JA002178
18	9/2/2020	Plaintiffs' Opposition to Defendants' Motion to Dismiss	V	JA000876-JA000903
2	6/12/2017	Proof of Service – Shafik Brown	I	JA000017-JA000019
3	6/12/2017	Proof of Service – Shafik Hirji	I	JA000020-JA000022

APPENDIX – CHRONOLOGICAL INDEX

No.	Date	Description	Vol.#	Page Nos
1	6/1/2017	Complaint	I	JA000001-JA000016
2	6/12/2017	Proof of Service – Shafik Brown	I	JA000017-JA000019
3	6/12/2017	Proof of Service – Shafik Hirji	I	JA000020-JA000022
4	8/11/2017	Amended Verified Complaint	I	JA000023-JA000039
5	8/11/2017	Answer and Counterclaim	I	JA000040-JA000060

6	8/31/2017	Answer to Sharda's Counterclaim	I	JA000060-JA000067
7	9/5/2017	Hirji Answer to Amended Complaint	I	JA000068-JA000088
8	12/13/2017	Barket's Answer to Hirgi Counterclaim	I	JA000089-JA000098
9	7/29/2020	Defendants' Motion to Dismiss with Prejudice and for Related Relief	I	JA000099-JA000133
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29	1/11/2021	Appendices to Opposition to Motion for Clarification (Vol. I of VIII)	VII	JA001331-JA001436
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40	5/25/2021	Notice of Entry of April 6, 2021 Order	X	JA002179-JA002190
41	6/3/2021	Amended Certificate of Service	XI	JA002191-JA002205
42	6/23/2021	Notice of Appeal	XI	JA002206-JA002210
43	8/11/2017	Answer to Complaint and Counterclaim	XI	JA002211-JA002219

CERTIFICATE OF SERVICE

I certify that on the _30th___ day of July, 2021, I electronically filed the foregoing **JOINT APPENDIX** with the Clerk of Court for the Supreme Court of Nevada by using the Supreme Court of Nevada's E-filing system.

I further certify that on the above reference date service was made to the following parties by the methods therein indicated.

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and FURNITURE BOUTIQUE

__/s/ Andrew M. David______________________________________
An Employee of the
CORY READE DOWS & SHAFER

DOCUMENT “13”

DOCUMENT “13”

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7/29/2020 4:32 PM
Steven D. Grierson
CLERK OF THE COURT

APPX
LAW OFFICE OF DANIEL MARKS
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Attorney for Defendants, Shafik Hirji, Shafik Brown, and Furniture Boutique, LLC

DISTRICT COURT

CLARK COUNTY, NEVADA

STEVEN BARKET, an individual; and G65 VENTURES, LLC, a Nevada Limited Liability Company, Plaintiffs, vs. SHAFIK HIRJI, an individual; SHAFIK BROWN, an individual; and NAVEET SHARDA, an individual; FURNITURE BOUTIQUE, LLC, a Nevada Limited Liability Company, and DOES I-X, inclusive and ROE CORPORATIONS XI through XX. Defendants. _______________________________/	Case No.: A-17-756274-C Case No.: A-18-770121-C Dept. No.: IV
NAVEET SHARDA, an individual; TRATA, INC., a Nevada Corporation; Counterclaimants, vs. STEVEN BARKET, an individual, Counterdefendant. _______________________________/	Date of Hearing: Time of Hearing:
SHAFIK HIRJI, an individual; SHAFIK BROWN, an individual; and FURNITURE BOUTIQUE, LLC, a Nevada Limited Liability Company; Counter-Claimants, vs. STEVEN BARKET, an individual, Counter-Defendant. _______________________________/	**Appendices for Defendants' Motion to Dismiss Plaintiffs' Complaint with Prejudice and for Related Relief** (Volume IV of VIII)

JA000417

MICHAEL AHDERS, an individual,

Plaintiff,

vs.

BOULEVARD FURNITURE, INC., a Nevada corporation; SHAFIK HIRJI, an individual; and SHAFIK BROWN, an individual.

Defendants.

_______________________________/

APPENDICES FOR DEFENDANTS' MOTION TO DISMISS PLAINTIFFS' COMPLAINT WITH PREJUDICE AND FOR RELATED RELIEF

(Volume IV of VIII)

COMES NOW the Defendants, Boulevard Furniture, Inc.; Furniture Boutique, LLC, Shafik Hirji; and Shafik Brown by and through their counsel, Daniel Marks, Esq., and Teletha L. Zupan, Esq., of the Law Office of Daniel Marks, and hereby submit their Appendices for Their Motion to Dismiss Plaintiffs' Complaint with Prejudice and For Related Relief:

TABLE OF CONTENTS

VOLUME I

EXHIBIT	TITLE/DESCRIPTION	DOC NOS.
	VOLUME VIII	
45.	danielmarksexamined.com website	628-646
46.	Declaration of Michael Ahders	647-649

DATED this 28 day of July, 2020.

LAW OFFICE OF DANIEL MARKS

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Attorneys for Defendants

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of the Law Office of Daniel Marks and that on the 27th day of July, 2020, pursuant to NRCP 5(b) and Administrative Order 14-2, I electronically transmitted a true and correct copy of the above and foregoing **DEFENDANTS' MOTION TO APPENDICES VOLUME IV of VIII FOR DEFENDANTS' MOTION TO DISMISS PLAINTIFFS' COMPLAINT WITH PREJUDICE AND FOR RELATED RELIEF** by way of Notice of Electronic Filing provided by the court mandated E-file & Serve system to the following:

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Attorney for Plaintiffs

Harold P. Gewerter, Esq.
HAROLD P. GEWERTER, ESQ. LTD.
Attorney for Defendants, Navneet Sharda and Trata, Inc.

An employee of the
LAW OFFICE OF DANIEL MARKS

EXHIBIT "18"

Trata CIT Agreement

Electronically Filed
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Steven D. Grierson
CLERK OF THE COURT

COJ

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

TRATA, INC. a Nevada corporation, Plaintiff, vs. BOULEVARD FURNITURE INC, a Nevada corporation; SUNSET FURNITURE INC, a Nevada corporation; FURNITURE BOUTIQUE LLC, a Nevada limited liability company; GIZMO EMPOWERED INC., a Nevada corporation; S550 INVESTMENTS INC., a Nevada corporation; SL550 INVESTMENTS INC, a Nevada corporation; GENESIS INVESTMENTS INC, a Nevada corporation; HATARI RESTAURANT & SPORTS BAR LLC, a Nevada limited liability company; FUSION RESTAURANT INC, a Nevada corporation; SHAFIK HIRJI, an individual; SHAFIK BROWN, an individual; YASMIN BROWN, an individual; and DOES I through X and ROE COMPANIES I through XX Defendants.	Case No.: A-17-763995-C Dept. No.: Department 6 **CONFESSION OF JUDGMENT**

CONFESSION OF JUDGMENT

BOULEVARD FURNITURE INC, a Nevada corporation; SUNSET FURNITURE INC, a Nevada corporation; FURNITURE BOUTIQUE LLC, a Nevada limited liability company; GIZMO EMPOWERED INC., a Nevada corporation; S550 INVESTMENTS INC., a Nevada corporation; SL550 INVESTMENTS INC, a Nevada corporation; GENESIS INVESTMENTS INC, a Nevada corporation; HATARI RESTAURANT & SPORTS BAR LLC, a Nevada limited liability company; FUSION RESTAURANT INC, a Nevada corporation; SHAFIK HIRJI, an individual; SHAFIK BROWN, an individual; YASMIN BROWN, an individual; the Defendants

BOULEVARD ____ SUNSET ____ FURNITURE BOUTIQUE ____ GIZMO ____

S550 ____ SL550 ____ GENISIS ____ HATARI ____ FUSION ____ HIRJI ____ BROWN ____ Y. BROWN ____ in the above-entitled matter (hereinafter collectively "DEFENDANTS"), hereby Confess Judgment in the above-entitled matter in favor of Plaintiff, TRATA, INC., a Nevada corporation in the sum of $3,582,105.99 (Three Million Five Hundred Eighty-Two Thousand One Hundred Five Dollars and Ninety Nine Cents) and authorize entry of Judgment against DEFENDANTS, jointly and severally, in that sum, (less credit for any payments received by TRATA, INC. pursuant to the Change in Terms Agreement) which is further discussed below. This Confession of Judgment arises out of the following factual situation:

I. SUMMARY OF FACTS.

1. On January 20, 2017, PLAINTIFF and DEFENDANTS entered into a written secured loan agreement, secured promissory note, written security agreement and confession of judgment, wherein Plaintiff, TRATA, INC. provided a loan to SUNSET FURNITURE INC. SHAFIK HIRJI, and SHAFIK BROWN, in the original principal amount of $1,000,000.00 (One Million Dollars)("Loan No. 1").

2. On March 15, 2017, PLAINTIFF AND DEFENDANTS entered into a second written secured loan agreement, secured promissory note, written security agreement and confession of judgment, wherein Plaintiff, TRATA, INC. provided a loan to BOULEVARD FURNITURE INC, SHAFIK HIRJI, and SHAFIK BROWN, in the original principal amount of $200,000.00 (One Hundred Thousand Dollars) ("Loan No. 2");

3. The DEFENDANTS defaulted on the payments pursuant to the terms of the written secured loan agreement, secured promissory note, written security agreement and confession of judgment for Loan No. 1 and Loan No. 2;

4. On ~~August 27,~~ Sept 1 2017, the parties entered into a CHANGE IN TERMS AGREEMENT, whereby DEFENDANTS and PLAINTIFF agreed to modify the payment terms of each of the LOANS, extend the Maturity Date, adjust the interest rates and amend the repayment schedule to make certain payments (the "Change in Terms Agreement"). A true and correct copy is attached hereto as Exhibit "1" and incorporated herein by this reference.

BOULEVARD ____ SUNSET ____ FURNITURE BOUTIQUE ____ GIZMO ____
S550 ____ SL550 ____ GENISIS ____ HATARI ____ FUSION ____ HIRJI ____ BROWN ____ Y. BROWN ____

II. REPAYMENT TERMS.

Pursuant to the Change in Terms Agreement, the Parties agreed to modify the past due balance $1,574,605.99 (One Million Five Hundred Seventy-Four Thousand Six Hundred Five Dollars and Ninety-Nine Cents due on the Loans to $1,531,564.50 (One Million Five Hundred Thirty-One Thousand Five Hundred Sixty-Four Dollars and Fifty Cents), reduce the interest rates based upon the following terms, among others, provided that all payments are timely made as follows:

a. Term. The LOAN TERM shall be modified from that stated in each of the LOAN DOCUMENTS to a term of Forty-Eight (48) months (the "TERM") commencing on September ~~1~~, 2017. 25th 25, 2021

b. Maturity Date. The maturity date of each of the LOANS shall be modified to September ~~1~~, 2021 (the "MATURITY DATE"). On the MATURITY DATE, all unpaid principal, interest, late fees, interest late fees shall become due and payable (the "BALLOON PAYMENT").

c. Interest Rate. The LOAN BALANCE shall accrue interest at an annual rate of thirty (30%) percent (the "INTEREST RATE") until such time that the LOAN BALANCE is paid full. Should BORROWERS DEFAULT or not timely make each of their MONTHLY PAYMENTS, then the INTEREST RATE shall automatically revert back to the original interest rate of fifty (50%) percent retroactively.

d. Payment. The LOAN BALANCE of $1,531,564.50 (One Million Five Hundred Thirty-One Thousand Five Hundred Sixty-Four Dollars and Fifty Cents) shall be repaid in forty-eight (48) monthly payments of interest only as follows (See Exhibit "1" attached hereto as "AMORTIZATION CHART"):

   a. THREE (3) MONTHLY PAYMENTS of $18,090.22. The initial MONTHLY PAYMENT shall be due on September 1st, 2017 (the "INITIAL PAYMENT") in the amount of (Eighteen Thousand Ninety Dollars and Twenty-Two Cents) and two (2) additional MONTHLY PAYMENTS of payments in the amount of $18,090.22 due on the ~~first (1st)~~ 25th day of each month thereafter;

   b. THREE (3) MONTHLY PAYMENTS of $27,135.33. BORROWERS shall pay three (3) MONTHLY PAYMENTS of $27,135.33 commencing on December ~~1~~ 25th, 2017 and on the ~~first (1st)~~ 25th day of each ~~month thereafter~~;

   c. FORTY-TWO (42) MONTHLY PAYMENTS of $38,289.11. Thereafter, commencing on March ~~1~~, 2018, in month seven (7), BORROWERS shall make 25th, 2018

BOULEVARD ___ SUNSET ___ FURNITURE BOUTIQUE ___ GIZMO ___

S550 ___ SL550 ___ GENISIS ___ HATARI ___ FUSION ___ HIRJI ___ BROWN, ___ Y. BROWN ___ forty-two MONTHLY PAYMENTS in the amount of $38,289.11 (Thirty-Eight Thousand Two Hundred Eighty-Nine Dollars and Eleven Cents) and due on the ~~first (1st)~~ day of each month thereafter (collectively the "MONTHLY PAYMENT"); 25th

d. BALLOON PAYMENT. At the MATURITY DATE, BORROWERS shall pay all unpaid principal, interest, late fees and other charges due which is currently estimated in the amount of $1,737,229.96.

e. Each Monthly Payment shall be via check made payable to LENDER at LENDER'S address or to such other payee or address as directed by the LENDER.

e. Default. If BORROWERS fail to make any INITIAL PAYMENT or MONTHLY PAYMENT by 5:00 p.m. on the Monthly Payment Due Date, then BORROWERS will be in Default (the "DEFAULT") and LENDER will be entitled to immediately file the Confession of Judgment for the full PAST DUE BALANCE, plus accrued attorneys' fees and costs, plus any future attorneys' fees and costs as set forth in the Confession of Judgment, less credit for any payments made with valid and sufficient funds.

III. ENTRY OF JUDGMENT

5. In the event the DEFENDANTS fail to make any monthly payment that is due, then DEFENDANTS shall be in default of the Change in Terms Agreement. Upon default, TRATA, INC. shall be entitled to immediately file this Confession of Judgment and have judgment entered in an amount of $3,582,105.99, jointly and severally, against the DEFENDANTS, (less credit for any payments that have been received by Plaintiff pursuant to the terms of this Confession of Judgment and Change in Terms Agreement). Additionally, interest shall continue to accrue at the contract default rate of 50% per year.

6. We are authorized, consent and agree to execute this Confession of Judgment, and authorize entry of the Judgment based upon this Confession of Judgment Statement. We understand that this Confession of Judgment will not be filed and entered with the court, unless the DEFENDANTS default under the terms of the Change in Terms Agreement.

BOULEVARD___ SUNSET ___ FURNITURE BOUTIQUE ___ GIZMO ___

S550 ___ SL550 ___ GENISIS ___ HATARI ___ FUSION ___ HIRI ___ BROWN ___ Y. BROWN ___

7. We consent and agree that should DEFENDANTS default on the terms of the Change In Terms Agreement, that TRATA, INC. shall be granted an immediate Judgment, jointly and severally, against the DEFENDANTS, which includes the principal amount due, accrued interest, attorneys' fees and costs, plus future interest at the contract rate of 50% annually, plus future attorneys' fees in the amount of $75,000.00, plus future costs in the amount of $12,500.00, fees and costs incurred in collecting judgement, together with interest until such time that the judgment is paid in full.

8. Should DEFAULT occur, this confession of judgment shall be immediately filed and entered in the Eighth Judicial District Court of Clark County Nevada, in favor of Plaintiff, TRATA, INC. and against the Defendants, BOULEVARD FURNITURE INC, SUNSET FURNITURE INC, FURNITURE BOUTIQUE LLC, GIZMO EMPOWERED INC., S550 INVESTMENTS INC., SL550 INVESTMENTS INC, GENESIS INVESTMENTS INC, HATARI RESTAURANT & SPORTS BAR LLC, FUSION RESTAURANT INC, SHAFIK HIRJI, SHAFIK BROWN, and YASMIN BROWN, jointly and severally, as follows:

Principal	$	1,200,000.00
Interest and late fees (2016- August 2017)	$	374,605.99
Interest (through August 1, 2021)	$	1,920,000.00
Future Attorneys' fees	$	75,000.00
Future Court costs	$	12,500.00
TOTAL JUDGMENT	**$**	**3,582,105.99**

VERIFICATION & ACKNOWLEDGEMENT

We have read the foregoing Confession of Judgment Statement and know the contents thereof and verify and acknowledge the contents herein. The matters stated herein are true of our own knowledge, except as to matters stated therein on information and belief, and as to those matters, we believe them to be true. All of the above-stated facts are within our personal knowledge and if called as a witness we could and would testify competently thereto. We authorize the entry of Judgment in the amount of $3,582,105.99, jointly and severally against the

BOULEVARD ____ SUNSET ____ FURNITURE BOUTIQUE ____ GIZMO ____

S550 ____ SL550 ____ GENISIS ____ HATARI ____ FUSION ____ HIRJI ____ BROWN, ____ Y. BROWN ____

DEFENDANTS. The judgment amount is justly due based upon our Change in Terms Agreement (Exhibit 1). The judgment amount does not exceed the amounts we have expressly agreed to in the Change in Terms Agreement.

Upon entry of this judgment, Plaintiff shall be entitled to any post-judgment attorneys' fees and costs incurred in enforcing the judgment, together with post-judgment interest at the Contract rate of 50.00% and costs until such time that the judgment is paid in full.

IN WITNESS WHEREOF, the parties hereto have caused this Confession of Judgment to be executed by their duly authorized representatives as of the date set forth herein.

We declare under penalty of perjury under the Laws of the State of Nevada that the foregoing is true and correct.

DATED: this 1st day of ~~August,~~ Sept 2017.

[SIGNATURES CONTINUED ON PAGES 6-7]

BOULEVARD ___ SUNSET ___ FURNITURE BOUTIQUE ___ GIZMO ___

S550 ___ SL550 ___ GENISIS ___ HATARI ___ FUSION ___ HIRJI ___ BROWN ___ Y. BROWN ___

BOULEVARD FURNITURE INC

By: SHAFIK BROWN
Its: President

SUBSCRIBED AND SWORN to before me on this 1 Day of ~~August~~ Sept 2017.

Notary Public

LUZ NAOMI GARCIA
Notary Public State of Nevada
No. 17-1618-1
My Appt. Exp. May 5, 2021

S550 INVESTMENTS INC.

By: SHAFIK BROWN
Its: President

SUBSCRIBED AND SWORN to before me on this 1 Day of ~~August~~ Sept 2017.

Notary Public

LUZ NAOMI GARCIA
Notary Public State of Nevada
No. 17-1618-1
My Appt. Exp. May 5, 2021

SUNSET FURNITURE INC

By: ______________________
Its: ______________________

SUBSCRIBED AND SWORN to before me on this _________ Day of August 2017.

Notary Public

SL550 INVESTMENTS INC

By: SHAFIK BROWN
Its: President

SUBSCRIBED AND SWORN to before me on this 1 Day of ~~August~~ Sept 2017.

Notary Public

LUZ NAOMI GARCIA
Notary Public State of Nevada
No. 17-1618-1
My Appt. Exp. May 5, 2021

FURNITURE BOUTIQUE LLC

By: SHAFIK BROWN
Its: Managing Member

SUBSCRIBED AND SWORN to before me on this 1 Day of ~~August~~ Sept 2017.

Notary Public

LUZ NAOMI GARCIA
Notary Public State of Nevada
No. 17-1618-1
My Appt. Exp. May 5, 2021

GENESIS INVESTMENTS INC

By: SHAFIK BROWN
Its: President

SUBSCRIBED AND SWORN to before me on this 1 Day of ~~August~~ Sept 2017.

Notary Public

LUZ NAOMI GARCIA
Notary Public State of Nevada
No. 17-1618-1
My Appt. Exp. May 5, 2021

GIZMO EMPOWERED INC.

By: SHAFIK BROWN
Its: President

SUBSCRIBED AND SWORN to before me on this 1 Day of ~~August~~ Sept 2017.

Notary Public

LUZ NAOMI GARCIA
Notary Public State of Nevada
No. 17-1618-1
My Appt. Exp. May 5, 2021

HATARI RESTAURANT & SPORTS BAR LLC

By: SHAFIK BROWN
Its: Managing Member

SUBSCRIBED AND SWORN to before me on this 1 Day of ~~August~~ Sept 2017.

Notary Public

LUZ NAOMI GARCIA
Notary Public State of Nevada
No. 17-1618-1
My Appt. Exp. May 5, 2021

BOULEVARD ____ SUNSET ____ FURNITURE BOUTIQUE ____ GIZMO ____

S550 ____ SL550 ____ GENISIS ____ HATARI ____ FUSION ____ HIRJI ____ BROWN, ____ Y. BROWN ____

FUSION RESTAURANT INC

By: SHAFIK BROWN
Its: President

SUBSCRIBED AND SWORN to before me on this 1 Day of ~~August~~ Sept 2017.

Notary Public

LUZ NAOMI GARCIA
Notary Public State of Nevada
No. 17-1618-1
My Appt. Exp. May 5, 2021

SHAFIK BROWN

By: SHAFIK BROWN
Its: an individual, as guarantor

SUBSCRIBED AND SWORN to before me on this 1 Day of ~~August~~ Sept 2017.

Notary Public

LUZ NAOMI GARCIA
Notary Public State of Nevada
No. 17-1618-1
My Appt. Exp. May 5, 2021

SHAFIK HIRJI

By: SHAFIK HIRJI
Its: an individual, as guarantor

SUBSCRIBED AND SWORN to before me on this 1 Day of ~~August~~ Sept 2017.

Notary Public

LUZ NAOMI GARCIA
Notary Public State of Nevada
No. 17-1618-1
My Appt. Exp. May 5, 2021

YASMIN BROWN

By: YASMIN BROWN
Its: an individual, as guarantor

SUBSCRIBED AND SWORN to before me on this 1 Day of ~~August~~ Sept 2017.

Notary Public

LUZ NAOMI GARCIA
Notary Public State of Nevada
No. 17-1618-1
My Appt. Exp. May 5, 2021

BOULEVARD ___ SUNSET ___ FURNITURE BOUTIQUE ___ GIZMO ___

S550 ___ SL550 ___ GENISIS ___ HATARI ___ FUSION ___ HIRJI ___ BROWN ___ Y. BROWN ___

EXHIBIT 1

BOULEVARD ___ SUNSET ___ FURNITURE BOUTIQUE ___ GIZMO ___

S550 ___ SL550 ___ GENISIS ___ HATARI ___ FUSION ___ HIRJI ___ BROWN ___ Y. BROWN ___

, September 2017

CHANGE IN TERMS AGREEMENT

THIS CHANGE IN TERMS AGREEMENT (this "Agreement") is made and entered into as of this 15 day of ~~August,~~ 2017 (the "Effective Date") by and between Trata, Inc. a Nevada corporation (herein "TRATA" or "LENDER") with a principal place of business at 3509 E. Harmon Ave, Las Vegas, Nevada 89121on the one hand and Boulevard Furniture, Inc., a Nevada corporation ("BOULEVARD INC.") with a principal place of business located at 3500 So. Maryland Parkway, Suite 171, Las Vegas, Nevada 89169, Sunset Furniture, Inc. a Nevada corporation, with a principal place of business located at 7560 Jacaranda Bay Street, Las Vegas, Nevada 89139 (herein "SUNSET") Furniture Boutique LLC, a Nevada limited liability company (herein "FURNITURE BOUTIQUE") with a principal place of business located at 1431 W. Sunset Blvd., Henderson, Nevada 89014, Gizmo Empowered Inc., a Nevada corporation (herein 'GIZMO"), S550 Investments Inc. a Nevada corporation (herein 'S550"), SL550 Investments, Inc., a Nevada corporation ("SL550"), Genesis Investments, Inc., a Nevada corporation ("GENESIS"), Hatari Restaurant & Sports Bar, LLC, a Nevada limited liability company ("HATARI"), Fusion Restaurant, Inc. a Nevada corporation ("FUSION"), Shafik Hirji, an individual (herein 'HIRJI") and Shafik Brown, an individual (herein "BROWN") and Yasmin Brown, an individual ("Y. BROWN") (collectively "BORROWER(S)") on the other hand.

Each may be referred to individually as "Party" or collectively as "Parties" herein.

WITNESSETH:

WHEREAS, the Parties have entered into various secured loans wherein LENDER loaned BORROWERS funds for the operation of their business, and the BORROWERS agreed to repay the loans based upon the terms and conditions of each loan as follows:

LOAN NO. 1: JANUARY 20, 2017 / $1,000,000.00:

WHEREAS, on January 20, 2017, LENDER TRATA on the one hand and SUNSET, HIRJI and BROWN on the other hand entered into a written secured Loan Agreement, wherein LENDER provided a loan to SUNSET, HIRJI and BROWN in the principal amount of $1,000,000.00 (One Million Dollars) ("LOAN NO. 1") as evidenced by the written documentation, including but not limited to a Secured Promissory Note (the "NOTE NO. 1"), written Security Agreement (the "SECURITY AGREEMENT NO. 1") securing the loan by the assets of SUNSET and BOULEVARD FURNITURE and written Confession of Judgment ("COJ NO. 1") executed by SUNSET, HIRJI and BROWN (collectively "LOAN DOCUMENTATION NO. 1") as follows:

Lender:	Trata, Inc
Loan Amount:	$1,000,000.00
Term:	Twenty-six (26) months
Annual Interest Rate:	Forty (40%) percent
Maturity Date:	March 20, 2019

Balance Due:	$1,265,724.59

LOAN NO. 2: MARCH 20, 2017 / $200,000.00:

WHEREAS, on March 20, 2017, LENDER TRATA on the one hand and BOULEVARD FURNITURE, FURNITURE BOUTIQUE, GIZMO, S550, HIRJI and BROWN on the other hand entered into a written secured Loan Agreement, wherein LENDER provided a loan to SUNSET, HIRJI and BROWN in the principal amount of $200,000.00 (Two Hundred Thousand Dollars) ("LOAN NO. 2") as evidenced by the written documentation, including but not limited to a Secured Promissory Note (the "NOTE NO. 2"), written Security Agreement (the "SECURITY AGREEMENT NO. 2") securing the loan by the assets of FURNITURE BOUTIQUE, BOULEVARD FURNITURE, GIZMO, S550, BROWN AND HIRJI and written Confession of Judgment ("COJ NO. 2") executed by SUNSET, HIRJI and BROWN (collectively "LOAN DOCUMENTATION NO. 2") as follows:

Lender:	Trata, Inc
Loan Amount:	$200,000.00
Term:	Fifteen (15) months
Annual Interest Rate:	Forty-eight (48%) percent
Maturity Date:	June 20, 2019
Balance Due:	$308,881.40

OPTION AGREEMENT: MARCH 17, 2017:

WHEREAS, on March 17, 2017, TRATA on the one hand and BROWN and HIRJI on the other hand entered into an OPTION AGREEMENT wherein BROWN and HIRJI granted TRATA the exclusive and irrevocable option for a period of ten (10) years ("OPTION TERM") to purchase fifty (50%) percent of the furniture business operated at the location of 1405 W. Sunset Blvd., Henderson, Nevada 89014 for valuable and sufficient consideration of $10.00 (ten dollars);

ADDENDUM TO NOTE 3: MARCH 21, 2017:

WHEREAS, on March 21, 2017, the Parties entered into an Addendum to Secured Promissory Note dated Jan 20, 2017 (the "ADDENDUM"), wherein the Parties added FURNITURE BOUTIQUE as a borrower to NOTE NO. 1 and the assets of FURNITURE BOUTIQUE were added as collateral to the SECURITY AGREEMENT NO. 1;

THE DEFAULT:

WHEREAS, pursuant to the terms of each of the LOANS (1-2) and NOTES (1-2), and LOAN DOCUMENTATION (1-2) and the ADDENDUM thereto, the BORROWERS were required to make monthly payments as set forth in the corresponding LOAN DOCUMENTATION;

WHEREAS, the BORROWERS have failed to make the monthly payments as required by the terms of the LOANS. Accordingly, the BORROWERS are currently in default (the "DEFAULT") on each of the LOANS by their failure to timely make the payment due under the terms of the LOANS. As a result, the BORROWERS have incurred such additional fees for their DEFAULT, including but not limited to, late charges, interest late charges, attorneys' fees and costs. In addition, the LOANS have accelerated and the entire balance due has become immediately due and payable;

WHEREAS, the LOANS have a current past due balance in the amount of $1,574,605.99 (One Million Five Hundred Seventy-Four Thousand Six Hundred Five Dollars and Ninety-Nine Cents)(the "PAST DUE BALANCE"), which includes, principal, accrued interest, late fees and interest late fees as follows:

NOTE 1	
LOAN DATE	January 20, 2017
LOAN AMOUNT	$1,000,000.00
TOTAL DUE	$1,265,724.59

NOTE 2	
LOAN DATE	March 15, 2017
LOAN AMOUNT	$200,000.00
TOTAL DUE	$308,881.40

TOTAL DUE TRATA INC	$1,574,605.99

WHEREAS, BORROWERS and LENDER desire to modify the LOANS and LOAN DOCUMENTATION by extending the Maturity Date, extending the repayment terms, adjusting the interest rates and amend the repayment schedule as more fully set forth herein;

NOW, THEREFORE, for and in consideration of the forbearance, the modification and the undertakings contained herein, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties do hereby covenant and agree as follows:

LENDER: TRATA____

BORROWERS: BOULEVARD____ SUNSET____ FURNITURE BOUTIQUE____ GIZMO____
S550____ SL550____ GENESIS____ HATARI____ FUSION____ HIRJI____ BROWN,____ Y. BROWN____

AGREEMENT

1. Agreement. In exchange for the consideration as set forth herein, LENDER and BORROWERS agree to amend the LOANS and LOAN DOCUMENTATION as follows:

2. Incorporation by Reference. The above and foregoing Recitals are incorporated herein and made part of this Agreement as though set forth herein. Further, NOTE NO. 1, SECURITY AGREEMENT NO. 1, LOAN DOCUMENTS NO. 1, COJ NO. 1 and NOTE NO. 2, SECURITY AGREEMENT NO. 2, LOAN DOCUMENTS NO. 2, COJ NO. 2 are incorporated herein by this reference.

3. Consideration. The Parties acknowledge that in consideration of the obligations, and the undertakings contained herein, and for other good and valuable consideration, the receipt, adequacy and sufficiency are hereby acknowledged.

4. Change in Terms. LENDER and BORROWERS agree to modify and amend the LOAN, NOTE, SECURITY AGREEMENT, LOAN DOCUMENTATION and CONFESSION OF JUDGMENTS as follows:

a. Loan Balance. The PAST DUE BALANCE shall be modified from $1,574,605.99 (One Million Five Hundred Seventy-Four Thousand Six Hundred Five Dollars and Ninety-Nine Cents)(the "PAST DUE BALANCE") and reduced to a new principal balance due in the amount of $1,531,564.50 (One Million Five Hundred Thirty-One Thousand Five Hundred Sixty-Four Dollars and Fifty Cents)(the "LOAN BALANCE") on the condition that all future Monthly Payments are timely paid on the Monthly Payment Due Date with valid and sufficient funds.

b. Term. The LOAN TERM shall be modified from that stated in each of the LOAN DOCUMENTS to a term of Forty-Eight (48) months (the "TERM") commencing on ~~September 1, 2017~~.
25th

c. Maturity Date. The maturity date of each of the LOANS shall be modified to ~~September 1, 2021~~ (the "MATURITY DATE"). On the MATURITY DATE, all unpaid principal, interest, late fees, interest late fees shall become due and payable (the "BALLOON PAYMENT").
25th, 2021

d. Interest Rate. The LOAN BALANCE shall accrue interest at an annual rate of thirty (30%) percent (the "INTEREST RATE") until such time that the LOAN BALANCE is paid full. Should BORROWERS DEFAULT or not timely make each of their MONTHLY PAYMENTS, then the INTEREST RATE shall automatically revert back to the original interest rate of fifty (50%) percent retroactively.

e. Payment. The LOAN BALANCE of $1,531,564.50 (One Million Five Hundred Thirty-One Thousand Five Hundred Sixty-Four Dollars and Fifty Cents) shall be repaid in forty-eight (48) monthly payments of interest only as follows (See Exhibit "1" attached

LENDER: TRATA___ BORROWERS: BOULEVARD___ SUNSET___ FURNITURE BOUTIQUE___ GIZMO___ S550___ SL550___ GENESIS___ HATARI___ FUSION___ HIRJI___ BROWN___ Y. BROWN___ hereto as "AMORTIZATION CHART"): 25th, 2017

a. THREE (3) MONTHLY PAYMENTS of $18,090.22. The initial MONTHLY PAYMENT shall be due on September ~~1st~~, 2017 (the "INITIAL PAYMENT") in the amount of (Eighteen Thousand Ninety Dollars and Twenty-Two Cents) and two (2) additional MONTHLY PAYMENTS of payments in the amount of $18,090.22 due on the ~~first (1st)~~ 25th day of each month thereafter;

b. THREE (3) MONTHLY PAYMENTS of $27,135.33. BORROWERS shall pay three (3) MONTHLY PAYMENTS of $27,135.33 commencing on December ~~1~~ 25th, 2017 and on the ~~first (1st)~~ 25th 25th day of each month thereafter;

c. FORTY-TWO (42) MONTHLY PAYMENTS of $38,289.11. Thereafter, commencing on March ~~1~~, 2018, in month seven (7), BORROWERS shall make forty-two MONTHLY PAYMENTS in the amount of $38,289.11 (Thirty-Eight Thousand Two Hundred Eighty-Nine Dollars and Eleven Cents) and due on the first (1st) day of each month thereafter (collectively the "MONTHLY PAYMENT");

d. BALLOON PAYMENT. At the MATURITY DATE, BORROWERS shall pay all unpaid principal, interest, late fees and other charges due which is currently estimated in the amount of $1,737,229.96.

f. Default. If BORROWERS fail to make any INITIAL PAYMENT or MONTHLY PAYMENT by 5:00 p.m. on the Monthly Payment Due Date, then BORROWERS will be in Default (the "DEFAULT") and LENDER will be entitled to immediately file the Confession of Judgment for the full PAST DUE BALANCE, plus accrued attorneys' fees and costs, plus any future attorneys' fees and costs as set forth in the Confession of Judgment, less credit for any payments made with valid and sufficient funds. The Parties also expressly agree that upon timely repayment of the LOAN BALANCE, that the Confession of Judgment shall be immediately destroyed and no longer have any legal force and effect.

g. Acceleration of Debt In the event that the BORROWERS DEFAULT, or breach any condition relating to any security, security agreement, note, seeks relief under the Bankruptcy Code, or suffers an involuntary petition in bankruptcy or receivership not vacated within five (5) days, or is in DEFAULT, the entire balance of this Note and any interest accrued thereon shall be immediately due and payable to the holder of this Note based upon the original PAST DUE BALANCE, plus any accrued interest, late fees, interest late fees, attorneys' fees and costs.

h. Security / COLLATERAL. The repayment of the LOAN BALANCE shall be secured by the assets of the BORROWERS together with the granting of a security interest in all of the assets as follows:

i. Grant of Security Interest. BORROWERS (collectively the "Debtor"), hereby grant to LENDERS ("Secured Party") a security interest in all of the Debtors' real and personal property (the "COLLATERAL") including but not limited to the following:

ii. COLLATERAL shall include, but is not limited to, the Debtors' tangible personal property, fixtures, leasehold improvements, trade fixtures, equipment, other personal property and anything of value, whether currently owned or acquired in the future, tangible or intangible (the "Personal Property") and all general intangibles relating to or arising from the Personal Property, all cash and non-cash proceeds (including insurance proceeds) of the Personal Property, all products thereof and all additions and accessions thereto, substitutions therefor and replacements thereof to secure payment of the obligations of Debtors to Secured Party (the "Obligations") in the payment of the Purchase Price. The Parties authorize the filing of an amendment to the existing UCC (1) and/or the filing of a new UCC (1) and any renewal statements to secure the assets and/or COLLATERAL.

i. Secured Promissory Note. Concurently with the execution of this Agreement and in full and final settlement, resolution and payment of the obligations and payments and amounts due or payable to LENDER by the BORROWERS, the BORROWERS shall execute and deliver to LENDER an executed original SECURED PROMISSORY NOTE in the principal sum of $1,531,564.50 (One Million Five Hundred Thirty-One Thousand Five Hundred Sixty-Four Dollars and Fifty Cents) (which sum shall bear an annual interest rate of thirty percent (30%) for a term of forty-eight (48) months and paid as set forth in the promissory note attached hereto as Exhibit "2" (the "SECURED PROMISSORY NOTE").

j. Confession of Judgment. As additional security for the payment of the LOAN AMOUNT and contemporaneously with the execution hereof, BORROWERS shall execute a Confession of Judgment in the amount of $1,574,605.99 (One Million Five Hundred Seventy-Four Thousand Six Hundred Five Dollars and Ninety-Nine Cents), plus future interest through the TERM, past and future attorneys' fees and costs (less credit for all payments made pursuant to this Agreement) which may be immediately filed by LENDER in the event of a DEFAULT in payment by the BORROWERS. Exhibit "3." (the "CONFESSION OF JUDGMENT). No notice is required to be given to BORROWERS either prior to the DEFAULT or prior to filing of the CONFESSION OF JUDGMENT.

i. Upon DEFAULT, the total PAST DUE BALANCE shall become due and payable (less credit for any payments), the INTEREST RATE shall revert back retroactively to the original interest rate of each LOAN

LENDER: TRATA

BORROWERS: BOULEVARD SUNSET FURNITURE BOUTIQUE GIZMO S550 SL550 GENESIS HATARI FUSION HIRJI BROWN, Y. BROWN

(50%) and NOTE, and the LATE FEES and DEFAULT INTEREST RATE shall be reinstated.

5. Vehicle Allowance. HIRJI and BROWN shall provide to TRATA, INC. and TRATA INC., its authorized representatives and/or officers and directors, shall be entitled to the exclusive use of a two (2) vehicles as identified below (the "VEHICLES") that shall be furnished to TRATA, INC. of at least the same type and quality currently furnished to TRATA, INC. as of the date of this Agreement as follows:

	Year	Make	Model	VIN	Description
1		BMW			
2		MERCEDES			Convertible

HIRJI and BROWN shall provide the exclusive use of the VEHICLES to TRATA, INC., and HIRJI and BROWN shall pay all costs and fees associated with the insurance, maintenance, registration and transfer of title to TRATA, INC. If such VEHICLES are owned free and clear of any and all liens, then such vehicles shall be transferred to LENDER via a bill of sale. If such VEHICLES are financed, then BORROWERS shall pay all monthly payments, including principal, interest and fees, and if such VEHICLES are leased, then the monthly lease fees and expenses shall be paid by BORROWERS, until such time that either the term expires or that the BORROWERS exercise its right or option to purchase the VEHICLE. The BORROWERS shall exercise such option to purchase and immediately transfer the VEHICLE to TRATA, INC. HIRJI and BROWN agree to pay any such registration fees, option fees that are incurred.

6. Financial Statements. BORROWER shall provide monthly financial statements, in such format and detail as requested by LENDER (including but not limited to a work in process) within fifteen (15) days of each month end.

7. Lender's Rights. In addition to any rights granted in the LOAN DOCUMENTS, Lender shall have the additional rights, at Lender's sole discretion to do any of the following:

b. Accelerate the entire LOAN BALANCE together with all unpaid interest; and/or.

c. Lender shall have immediate possession of all of the COLLATERAL of the Borrower as described herein. BORROWER consents to grant possession to LENDER OR LENDER'S authorized representative, and BORROWERS waive any and all defenses that may have been raised, whether in law or in equity.

8. Option Agreement. All of the terms and conditions as set forth in the OPTION AGREEMENT, incorporated herein by this reference, shall remain in full force and effect. BORROWERS shall execute any and all documents necessary to effectuate the intent stated therein,

LENDER: TRATA

BORROWERS: BOULEVARD SUNSET FURNITURE BOUTIQUE GIZMO
S550 SL550 GENESIS HATARI FUSION HIRJI BROWN Y. BROWN

including but not limited to, having the ownership interest held in trust for the benefit of LENDER, or LENDER'S assigns, executing a voting trust and disclosure of all financial records, tax returns, reports, bank accounts to LENDER within five (5) days of any request in writing thereto.

9. Attorney in Fact and Power of Attorney. The BORROWERS hereby constitute and appoint the LENDER (TRATA, INC.) and its representatives, agents and assigns as its attorney-in-fact, and LENDER (TRATA, INC.) hereby accepts the appointment of such attorney in fact (the "APPOINTMENT"). BORROWERS, grant LENDER (TRATA, INC.) and its representatives, agents and assigns to act on their behalf for the purpose of carrying out the provisions of the OPTION AGREEMENT, VEHICLE ALLOWANCE, this AGREEMENT or the SECURED PROMISSORY NOTES executed concurrently herewith, including executing any agreement, form, document that it deems necessary, and taking any action and executing any instrument which the LENDER may deem necessary or advisable to accomplish the purposes hereof, which appointment is irrevocable and coupled with an interest. This APPOINTMENT for the OPTION AGREEMENT shall become effective upon the LENDER tendering the Option Payment of $1.00 (One Dollar) to SHAFIK and/or BROWN. This APPOINTMENT for the VEHICLE ALLOWANCE shall become effective upon the execution of this Agreement.

The granting and giving unto LENDER said Power of Attorney and Attorney in Fact, grants LENDER (TRATA, INC. and its representatives), and its representatives the full authority and power to do and perform any and all acts authorized hereby, as fully to all intents and purposes as the grantor might, or could do if personally present, with full power of substitution.

The APPOINTMENT shall terminate upon the satisfaction of full performance of all promises set forth herein including, full repayment of the LOAN BALANCE in this Agreement, the transfer of the VEHICLES to LENDER and the TRANSFER of the ownership interest as set forth in the OPTION AGREEMENT (unless the Option Period expires and the Option was note exercised.)

10. Representations and Warranties of Borrower. Borrower represents and warrants to Lender that the following statements are true and correct as of the Effective date of this Forbearance Agreement:

a. *Consents*. The parties have obtained any and all necessary consents, approvals and taken all actions necessary to procure due authorization for the execution and delivery of this Agreement and that the consummation and performance of the terms and conditions contemplated by this Agreement are duly authorized.

b. *Authority to Act*. The undersigned parties acknowledge that they have authority to act on behalf of their client or employer in the execution of this Agreement and that such authority to act has been acknowledged by the principal/employer.

c. *Organization, Qualification, and Corporate Power*. Borrower is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization. Borrower is duly authorized to conduct business and

LENDER: TRATA

BORROWERS: BOULEVARD SUNSET FURNITURE BOUTIQUE GIZMO
S550 SL550 GENESIS HATARI FUSION HIRJI BROWN Y. BROWN

is in good standing under the laws of each jurisdiction in which the nature of its businesses or the ownership or leasing of its properties requires such qualification. Borrower has full corporate power and authority to carry on the businesses in which it is engaged and to own and use the properties owned and used by it.

d. *Authorization of Transaction.* Borrower has full power and authority to execute, deliver and perform this Agreement and the other agreements and instruments to be executed and delivered by it in connection with the transactions contemplated hereby and to perform the obligations thereunder.

e. *Enforceability.* Assuming due execution and delivery of this Agreement by each Party, and subject to applicable bankruptcy, insolvency, moratorium and similar laws affecting the rights of creditors generally, this Agreement constitutes the valid and legally binding obligations of the parties and enforceable against the parties in accordance with its terms.

f. *Miscellaneous.* The representations and warranties of Borrower in this Agreement do not and will not contain any untrue statement of material fact, do not and will not omit to state any material fact required to be stated in order to make the representations, warranties or statements contained herein or therein, in light of the context in which they were made, not misleading.

g. *No Conflicts.* Except where such conflict, breach or DEFAULT would not have a material adverse effect on a party's ability to perform its obligations contemplated herein, neither the execution, delivery or performance of this Agreement, nor the consummation of the transactions contemplated by this Agreement will not conflict in any respect with, result in a breach of, or constitute a DEFAULT under, any court or administrative order or process, judgment, decree, statute, law, ordinance, rule or regulation or any agreement or commitment to which parties executing the same are party or are subject or bound.

h. *No Promise or Inducement.* That no promise or inducement has been offered except as set forth herein, this Agreement is executed without reliance upon any statements or representations by persons or parties released or their representatives concerning the nature and extent of the damages and/or legal liability therefor.

i. *Ratification of Note.* Each of the terms of the Note and other Loan Documents are hereby ratified and reaffirmed unconditionally, and shall remain in full force and effect.

j. **REPRESENTATIONS. LENDER IS RELYING UPON EACH OF THE MATERIAL REPRESENTATION THAT ARE CONTAINED WITHIN THE BORROWERS' PERSONAL FINANCIAL STATEMENT, WHICH WAS PREPARED BY BORROWERS. BORROWERS REPRESENT AND WARRANT THAT THE REPRESENTATIONS OF BORROWERS IN THIS AGREEMENT, AND THE PERSONAL FINANCIAL STATEMENT DATED AUGUST 2017,**

LENDER: TRATA

BORROWERS: BOULEVARD SUNSET FURNITURE BOUTIQUE GIZMO S550 SL550 GENESIS HATARI FUSION HIRJI L BROWN Y. BROWN

PREPARED BY BORROWERS, DO NOT CONTAIN ANY UNTRUE, FALSE OR MISLEADING STATEMENT OF MATERIAL FACT, AND FURTHER, DO NOT OMIT TO STATE ANY MATERIAL FACT REQUIRED TO BE STATED IN ORDER TO MAKE THE REPRESENTATION CONTAINED THEREIN, IN LIGHT OF THE CONTEXT IN WHICH THEY WERE MADE, NOT MISLEADING. SHOULD BORROWERS MISREPRESENT THEIR FINANCIAL SITUATION BY UNDERSTATING ASSETS AND/OR INCOME OR OVERSTATING LIABILITIES, OR PROVIDE ANY UNTRUE, FALSE OR MISLEADING STATEMENT OF MATERIAL FACT, BEEN MADE, OR SHOULD THERE BE ANY OMISSION OF ANY MATERIAL FACT, THEN LENDER SHALL BE ENTITLED, BUT NOT REQUIRED, TO IMMEDIATELY FILE THE CONFESSION OF JUDGMENT AND ENTER JUDGMENT AS SET FORTH ABOVE WHICH INCLUDES THE PAST DUE BALANCE, FUTURE INTEST, FUTURE LATE FEES, FUTURE ATTORNEYS' FEE AND COSTS. IN THIS EVENT, THE JUDGMENT AMOUNT SHALL BE DEEMED A NON-DISCHARGEABLE DEBT IN ANY BANKRUPTCY FILED BY SETTLING PARTY.

INITIALS: ____________ INITIALS: ____________

INITIALS: ____________ INITIALS: ____________

INITIALS: ____________ INITIALS: ____________

INITIALS: ____________ INITIALS: ____________

INITIALS: ____________ INITIALS: ____________

11. Successors and Assigns. The terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, and to their shareholders, subsidiaries, related and affiliated entities, representatives, successors, assigns, and every person (whether natural or artificial), firm, or entity now or previously affiliated with any of the parties hereto, or who may become affiliated with any of the parties hereto in the future.

12. Counterparts. This Agreement may be executed by the Parties in one or more counterparts, each of which shall be deemed to be an original, and it shall not be necessary for the same counterpart of this Agreement to be signed by all of the parties in order for it to be binding upon all of the parties in accordance with the terms hereof.

13. Entire Agreement/Amendments. This Agreement constitutes the entire agreement and understanding among the parties hereto, and all previous discussions, understandings, representations, promises, negotiations and agreements with respect to the matters included in this Agreement are incorporated into this Agreement and are integrated and are merged herein. This Agreement may not be modified or amended orally. Any addition, deletion, change, amendment or modification of this Agreement must be in writing and signed by all parties hereto.

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

15. Severability. If any portion or part or provision of this Agreement shall be determined by a court or panel of competent jurisdiction to be void or unenforceable, the remainder of this Agreement shall remain valid and enforceable by the parties hereto to the extent permitted by applicable law.

16. Notices. All notices, requests, demands and other communications required or permitted to be given pursuant to this Agreement shall be in writing and deemed duly given, made and received when (a) personally delivered or (b) three (3) business days after said notice, request, demand and other communication is deposited in U.S. Mail, certified mail, return receipt requested or by overnight mail addressed as follows or at such other addresses as either Party may advise the other from time to time in writing in compliance with this section of this Agreement:

If to the LENDER: **If to BORROWERS:**

17. Attorney Representation/Tax Professional. In the negotiation, preparation and execution of this Agreement, each Party has been represented by, or has been afforded the opportunity to consult with an attorney and/or tax professional of such Party's own choosing prior to the execution of this Agreement and has been advised that it is in such Party's best interest to do so. All Parties hereto acknowledge and represent that there may be certain Federal and/or State tax consequences created as a result of entering into this Agreement. The parties have read this Agreement in its entirety and fully understand its terms and provisions. The parties have executed this Agreement freely, voluntarily and without any coercion whatsoever, they accept all terms, conditions and provisions hereof.

18. Governing Law/No Adverse Construction. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada. The parties agree that this Agreement was prepared by all signatories hereto and their counsel, and in case of ambiguity shall not be construed more strongly against one than against the others. The Parties agree that venue and jurisdiction in any action to enforce this Agreement shall be exclusively within the State or Federal Courts located within Clark County, Nevada.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date above.

[Signatures appear on next two pages]

LENDER:

TRATA, INC.

By: NAVNEET N. SHARDA
Its: President

LUZ NAOMI GARCIA
Notary Public State of Nevada
No. 17-1618-1
My Appt. Exp. May 5, 2021

BORROWERS:

BOULEVARD FURNITURE INC

By: SHAFIK BROWN
Its: President

SUBSCRIBED AND SWORN to before me on this 1 Day of August 2017.

Notary Public

LUZ NAOMI GARCIA
Notary Public State of Nevada
No. 17-1618-1
My Appt. Exp. May 5, 2021

S550 INVESTMENTS INC.

By: SHAFIK BROWN
Its: President

SUBSCRIBED AND SWORN to before me on this 1 Day of August 2017.

Notary Public

LUZ NAOMI GARCIA
Notary Public State of Nevada
No. 17-1618-1
My Appt. Exp. May 5, 2021

SUNSET FURNITURE INC

By: __________
Its: __________

SUBSCRIBED AND SWORN to before me on this 1 Day of August 2017.

Notary Public

LUZ NAOMI GARCIA
Notary Public State of Nevada
No. 17-1618-1
My Appt. Exp. May 5, 2021

SL550 INVESTMENTS

By: SHAFIK BROWN
Its: President

SUBSCRIBED AND SWORN to before me on this 1 Day of August 2017.

Notary Public

LUZ NAOMI GARCIA
Notary Public State of Nevada
No. 17-1618-1
My Appt. Exp. May 5, 2021

FURNITURE BOUTIQUE LLC

By: SHAFIK BROWN
Its: Managing Member

SUBSCRIBED AND SWORN to before me on this 1 Day of August 2017.

Notary Public

LUZ NAOMI GARCIA
Notary Public State of Nevada
No. 17-1618-1
My Appt. Exp. May 5, 2021

GENESIS INVESTMENTS INC

By: SHAFIK BROWN
Its: President

SUBSCRIBED AND SWORN to before me on this 1 Day of August 2017.

Notary Public

LUZ NAOMI GARCIA
Notary Public State of Nevada
No. 17-1618-1
My Appt. Exp. May 5, 2021

LENDER: TRATA ___ BORROWERS: BOULEVARD ___ SUNSET ___ FURNITURE BOUTIQUE ___ GIZMO ___
S550 ___ SL550 ___ GENESIS ___ HATARI ___ FUSION ___ HIRJI ___ BROWN ___ Y. BROWN ___

GIZMO EMPOWERED INC.

By: SHAFIK BROWN
Its: President

SUBSCRIBED AND SWORN to before me
on this 1 Day of August 2017. Sept

Notary Public

LUZ NAOMI GARCIA
Notary Public State of Nevada
No. 17-1618-1
My Appt. Exp. May 5, 2021

HATARI RESTAURANT & SPORTS BAR LLC

By: SHAFIK BROWN
Its: Managing Member

SUBSCRIBED AND SWORN to before me
on this 1 Day of August 2017. Sept

Notary Public

LUZ NAOMI GARCIA
Notary Public State of Nevada
No. 17-1618-1
My Appt. Exp. May 5, 2021

FUSION RESTAURANT INC

By: SHAFIK BROWN
Its: President

SUBSCRIBED AND SWORN to before me
on this 1 Day of August 2017. Sept

Notary Public

LUZ NAOMI GARCIA
Notary Public State of Nevada
No. 17-1618-1
My Appt. Exp. May 5, 2021

SHAFIK BROWN

By: SHAFIK BROWN

SUBSCRIBED AND SWORN to before me
on this 1 Day of August 2017. Sept

Notary Public

LUZ NAOMI GARCIA
Notary Public State of Nevada
No. 17-1618-1
My Appt. Exp. May 5, 2021

SHAFIK HIRJI

By: SHAFIK HIRJI

SUBSCRIBED AND SWORN to before me
on this 1 Day of August 2017. Sept

Notary Public

LUZ NAOMI GARCIA
Notary Public State of Nevada
No. 17-1618-1
My Appt. Exp. May 5, 2021

YASMIN BROWN

By: YASMIN BROWN

SUBSCRIBED AND SWORN to before me
on this 1 Day of August 2017. Sept

Notary Public

LUZ NAOMI GARCIA
Notary Public State of Nevada
No. 17-1618-1
My Appt. Exp. May 5, 2021

LENDER: TRATA ___ BORROWERS: BOULEVARD ___ SUNSET ___ FURNITURE BOUTIQUE ___ GIZMO ___ S550 ___ SL550 ___ GENESIS ___ HATARI ___ FUSION ___ HIRJI ___ BROWN ___ Y. BROWN ___

EXHIBIT 1
AMORTIZATION CHART

LOAN AMORTIZATION

Loan Amount $ 1,531,564.50
Interest Rate 30%
Loan Date September 1, 2017
25%

PAYMENTS		Balance Forward	Payment	Interest	Ending Balance
1	September 1, 2017	$ 1,531,564.50	$ 18,090.22	$ -	$ 1,513,474.28
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
3	November 1, 2017	$ 1,533,220.92	$ 18,090.22	$ 38,330.52	$ 1,553,461.23
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
5	January 1, 2018	$ 1,565,162.43	$ 27,135.33	$ 39,129.06	$ 1,577,156.17
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
7	March 1, 2018	$ 1,589,449.74	$ 38,289.11	$ 39,736.24	$ 1,590,896.88
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
9	May 1, 2018	$ 1,592,380.19	$ 38,289.11	$ 39,809.50	$ 1,593,900.58
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
11	July 1, 2018	$ 1,595,458.98	$ 38,289.11	$ 39,886.47	$ 1,597,056.34
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
13	September 1, 2018	$ 1,598,693.64	$ 38,289.11	$ 39,967.34	$ 1,600,371.87
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
15	November 1, 2018	$ 1,602,092.05	$ 38,289.11	$ 40,052.30	$ 1,603,855.24
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
17	January 1, 2019	$ 1,605,662.51	$ 38,289.11	$ 40,141.56	$ 1,607,514.96
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
19	March 1, 2019	$ 1,609,413.72	$ 38,289.11	$ 40,235.34	$ 1,611,359.95
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
21	May 1, 2019	$ 1,613,354.84	$ 38,289.11	$ 40,333.87	$ 1,615,399.59
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
23	July 1, 2019	$ 1,617,495.47	$ 38,289.11	$ 40,437.39	$ 1,619,643.74
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
25	September 1, 2019	$ 1,621,845.73	$ 38,289.11	$ 40,546.14	$ 1,624,102.76
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
27	November 1, 2019	$ 1,626,416.21	$ 38,289.11	$ 40,660.41	$ 1,628,787.51
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
29	January 1, 2020	$ 1,631,218.08	$ 38,289.11	$ 40,780.45	$ 1,633,709.42
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
31	March 1, 2020	$ 1,636,263.04	$ 38,289.11	$ 40,906.58	$ 1,638,880.51
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
33	May 1, 2020	$ 1,641,563.41	$ 38,289.11	$ 41,039.09	$ 1,644,313.38
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
35	July 1, 2020	$ 1,647,132.10	$ 38,289.11	$ 41,178.30	$ 1,650,021.29
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
37	September 1, 2020	$ 1,652,982.71	$ 38,289.11	$ 41,324.57	$ 1,656,018.17
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
39	November 1, 2020	$ 1,659,129.51	$ 38,289.11	$ 41,478.24	$ 1,662,318.63
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
41	January 1, 2021	$ 1,665,587.49	$ 38,289.11	$ 41,639.69	$ 1,668,938.06
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
43	March 1, 2021	$ 1,672,372.40	$ 38,289.11	$ 41,809.31	$ 1,675,892.60
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
45	May 1, 2021	$ 1,679,500.80	$ 38,289.11	$ 41,987.52	$ 1,683,199.21
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
47	July 1, 2021	$ 1,686,990.08	$ 38,289.11	$ 42,174.75	$ 1,690,875.71
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

EXHIBIT 2
SECURED PROMISSORY NOTE

LENDER: TRATA

BORROWERS: BOULEVARD ___ SUNSET ___ FURNITURE BOUTIQUE ___ GIZMO ___
S550 ___ SL550 ___ GENESIS ___ HATARI ___ FUSION ___ HIRJI ___ BROWN ___ Y. BROWN ___

Sept, 2017

SECURED PROMISSORY NOTE

Principal Amount: $1,531,564.50

1st **FOR VALUE RECEIVED,** this Secured Promissory Note ("NOTE") is entered into this 1 day of ~~August~~, 2017 (the "Effective Date") by and between Boulevard Furniture, Inc., a Nevada corporation ("BOULEVARD INC.") with a principal place of business located at 3500 So. Maryland Parkway, Suite 171, Las Vegas, Nevada 89169, Sunset Furniture, Inc. a Nevada corporation, with a principal place of business located at 7560 Jacaranda Bay Street, Las Vegas, Nevada 89139 (herein "SUNSET") Furniture Boutique LLC, a Nevada limited liability company (herein "FURNITURE BOUTIQUE") with a principal place of business located at 1431 W. Sunset Blvd., Henderson, Nevada 89014, Gizmo Empowered Inc., a Nevada corporation (herein 'GIZMO"), S550 Investments Inc. a Nevada corporation (herein 'S550"), SL550 Investments, Inc., a Nevada corporation ("SL550"), Genesis Investments, Inc., a Nevada corporation ("GENESIS"), Hatari Restaurant & Sports Bar, LLC, a Nevada limited liability company ("HATARI"), Fusion Restaurant, Inc. a Nevada corporation ("FUSION"), Shafik Hirji, an individual (herein 'HIRJI") and Shafik Brown, an individual (herein "BROWN") and Yasmin Brown, an individual ("Y. BROWN") (collectively "BORROWER(S)")on the one hand, hereby jointly and severally promise(s) to pay to the order of Trata, Inc. a Nevada corporation (herein "LENDER") on the other hand, with a principal place of business at 3509 E. Harmon Ave, Las Vegas, Nevada 89121, in United States Currency the principal sum in the amount of $1,531,564.50 (One Million Five Hundred Thirty-One Thousand Five Hundred Sixty-Four Dollars and Fifty Cents) payable each and every month in lawful money of the United States beginning on the 1st day of September 2017, in monthly installments and continuing thereafter until September 1, 2021, or until said principal has been paid in full, together with interest accruing on the unpaid balance at the annual fixed rate of thirty (30%) percent on the unpaid outstanding principal balance.

Each may be referred to individually as "Party" or collectively as "Parties" herein.

RECITALS

WHEREAS, both parties desire to enter into this Agreement which provides for a loan from the Lender to BORROWERS in the amount of $1,531,564.50 (One Million Five Hundred Thirty-One Thousand Five Hundred Sixty-Four Dollars and Fifty Cents) (i) the terms and conditions upon which BORROWERS shall pay Lender; (ii) the terms and conditions under which BORROWERS will be legally bound to Lender.

NOW, THEREFORE, in exchange for the valuable consideration described below, the mutual obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

BORROWERS: BOULEVARD ___ SUNSET ___ FURNITURE BOUTIQUE ___ GIZMO ___ S550 ___ SL550 ___ GENESIS ___
HATARI ___ FUSION ___ HIRJI ___ BROWN ___ Y. BROWN ___

Sept 1

1. **Loan.** On ~~August~~ ___, 2017, Lender entered into a Change in Terms Agreement with BORROWERS in the amount of $1,531,564.50 (One Million Five Hundred Thirty-One Thousand Five Hundred Sixty-Four Dollars and Fifty Cents) ("LOAN BALANCE"). BORROWERS agree to repay the current balance due on the Loan as follows:

   a. Loan Balance. The PAST DUE BALANCE shall be modified from $1,574,605.99 (One Million Five Hundred Seventy-Four Thousand Six Hundred Five Dollars and Ninety-Nine Cents)(the "PAST DUE BALANCE") and reduced to a new principal balance due in the amount of $1,531,564.50 (One Million Five Hundred Thirty-One Thousand Five Hundred Sixty-Four Dollars and Fifty Cents) (the "LOAN BALANCE") on the condition that all future Monthly Payments are timely paid on the Monthly Payment Due Date with valid and sufficient funds.

   b. Term. The LOAN TERM shall be modified from that stated in each of the LOAN DOCUMENTS to a term of Forty-Eight (48) months (the "TERM") commencing on September ~~1~~, 2017.
   25th, 2017

   c. Maturity Date. The maturity date of each of the LOANS shall be modified to September ~~1, 2021~~ (the "MATURITY DATE"). On the MATURITY DATE, all unpaid principal, interest, late fees, interest late fees shall become due and payable (the "BALLOON PAYMENT").
   27th, 2021

   d. Interest Rate. The LOAN BALANCE shall accrue interest at an annual rate of thirty (30%) percent (the "INTEREST RATE") until such time that the LOAN BALANCE is paid full. Should BORROWERS DEFAULT or not timely make each of their MONTHLY PAYMENTS, then the INTEREST RATE shall automatically revert back to the original interest rate of fifty (50%) percent retroactively.

   e. Payment. The LOAN BALANCE of $1,531,564.50 (One Million Five Hundred Thirty-One Thousand Five Hundred Sixty-Four Dollars and Fifty Cents) shall be repaid in forty-eight (48) monthly payments of interest only as follows (See Exhibit "1" attached hereto as "AMORTIZATION CHART"):
   25th

      a. THREE (3) MONTHLY PAYMENTS of $18,090.22. The initial MONTHLY PAYMENT shall be due on September ~~1st~~, 2017 (the "INITIAL PAYMENT") in the amount of (Eighteen Thousand Ninety Dollars and Twenty-Two Cents) and two (2) additional MONTHLY PAYMENTS of payments in the amount of $18,090.22 due on the first (1st) day of each month thereafter;

      b. THREE (3) MONTHLY PAYMENTS of $27,135.33. BORROWERS shall pay three (3) MONTHLY PAYMENTS of $27,135.33 commencing on

BORROWERS: BOULEVARD ___ SUNSET ___ FURNITURE BOUTIQUE ___ GIZMO ___ S550 ___ SL550 ___ GENESIS ___
HATARI ___ FUSION ___ HIRJI ___ BROWN ___ Y. BROWN ___

25th

December 1, 2017 and on the first (1st) day of each month thereafter;

c. FORTY-TWO (42) MONTHLY PAYMENTS of $38,289.11. Thereafter, commencing on March 1, 2018, in month seven (7), BORROWERS shall make forty-two MONTHLY PAYMENTS in the amount of $38,289.11 (Thirty-Eight Thousand Two Hundred Eighty-Nine Dollars and Eleven Cents) and due on the first (1st) day of each month thereafter (collectively the "MONTHLY PAYMENT");

d. BALLOON PAYMENT. At the MATURITY DATE, BORROWERS shall pay all unpaid principal, interest, late fees and other charges due which is currently estimated in the amount of $1,737,229.96.

e. Each Monthly Payment shall be via check made payable to LENDER at LENDER'S address or to such other payee or address as directed by the LENDER.

f. Default. If BORROWERS fail to make any MONTHLY PAYMENT or the INITIAL PAYMENT by 5:00 p.m. on the MONTHLY PAYMENT DUE DATE, then BORROWERS will be in Default (the "DEFAULT") and LENDER will be entitled to immediately file the Confession of Judgment for the full PAST DUE BALANCE, plus accrued attorneys' fees and costs, plus any future attorneys' fees and costs as set forth in the Confession of Judgment, less credit for any payments made with valid and sufficient funds. The Parties also expressly agree that upon timely repayment of the LOAN BALANCE, that the Confession of Judgment shall be immediately destroyed and no longer have any legal force and effect.

2. **Security Interest.** As security, BORROWERS hereby grants to Lender a continuing security interest in all assets of BORROWERS and Purrfect Auto Service #515 owned by S550 Investments, Inc, and Purrfect Auto Service #14, USA Auto Service #3 and #4 owned by GIZMO, which includes the A/R, Inventory, Cash, Furniture and Fixtures, and every other asset which are represented to be free and clear in title and those assets which may be partially encumbered. Until payment in full is received, Lenders shall have, and always be deemed to have, a continuing security interest in all the assets of BORROWERS:

(a) All equipment and fixtures, as defined in the Uniform Commercial Code (the "Uniform Commercial Code ") and all machinery, tools, parts, furniture, furnishings, motor vehicles and other personal property, tangible or intangible, presently owned or hereafter acquired by the BORROWERS, together with all additions and accessions thereto and substitutions and replacements therefor (herein, collectively "Equipment "), and all products and proceeds (including insurance and condemnation proceeds) thereof;

(b) All inventory and goods as defined in the Uniform Commercial Code whether presently owned or hereafter acquired, including, without limitation, all inventory in the possession of others or in transit, all goods held for sale or lease or to be furnished under contracts for service or which have been so furnished, automobiles, vehicles, raw materials, work in process, and materials used or consumed or to be used or consumed in the business of the BORROWERS, and completed and unshipped merchandise (herein, collectively, "Inventory "), and all products and proceeds (including insurance and condemnation proceeds) of the foregoing;

(c) All accounts, chattel paper, instruments, documents and all other forms of obligations at any time owing to the BORROWERS, including those now existing and those hereafter arising or coming into existence, and including, without limitation, all rights of payment for goods sold or leased or services rendered, all rights of payment under contracts whether or not currently due or not yet earned by performance and accounts receivable arising or to arise therefrom, and all rights of the BORROWERS in and to the goods represented thereby including returned and repossessed goods, and all rights the BORROWERS may have or acquire for securing or enforcing the foregoing, including, without limitation, all guaranties, collateral, liens on or security interest in real or personal property, leases, letters of credit, the rights to reserves, deposits, choses in action, judgments or insurance proceeds together with all customer lists, books and records, ledger and account cards, computer tapes, computer software, disks, printouts and data processing records, now existing or hereafter created, and all other property evidencing or relating to Collateral (herein, collectively "Accounts"), and all products and proceeds of all of the foregoing;

(d) All of Borrower's general intangibles, now existing or hereafter owned or acquired, including, but not limited to, interests in limited partnerships or other entities in which a security interest may be obtained under the Uniform Commercial Code, trade names, trade processes, trade secrets, copyrights, patents, patent applications, trademarks, trademark registrations and applications therefor, licenses, franchises, tax refunds, customer lists, the name and goodwill of Borrower's business, and all tax refunds and/or tax rebates (herein, collectively "General Intangibles "), and all proceeds of any of the foregoing;

(e) All books and records relating to the conduct of Borrower's business (herein, collectively, "Books and Records ");

(f) All deposit accounts maintained by the BORROWERS with the Bank or other bank, trust company, investment firm or fund or any similar institution or organization (herein, collectively "Deposit Accounts "), and the proceeds thereof;

(g) Any deposits, credits, securities, interests, participations, shares, collateral or property of the BORROWERS at any time now or thereafter in the possession, custody, safekeeping or control of or in transit to the Bank and the proceeds thereof (the "Deposits and Securities "). The

BORROWERS: BOULEVARD ___ SUNSET ___ FURNITURE BOUTIQUE ___ GIZMO ___ S550 ___ SL550 ___ GENESIS ___
HATARI ___ FUSION ___ HIRJI ___ BROWN ___ Y. BROWN ___

foregoing is hereinafter collectively the "Collateral."

3. **Borrower's Representations and Warranties and Covenant**. The BORROWERS represent and warrant to, and covenants with, the Secured Party as follows:

(a) The BORROWERS have full right, power and authority to execute and deliver this Security Agreement and to grant the security interest in the Collateral as provided herein.

(b) The execution, delivery and performance of this Security Agreement has been duly authorized by all necessary corporate action.

(c) This Security Agreement has been duly executed and delivered by the BORROWERS and constitutes the legal, valid and binding obligation of the BORROWERS enforceable against the BORROWERS in accordance with its terms, except as may be limited by bankruptcy, reorganization, insolvency, moratorium, or other similar laws from time to time in effect affecting creditor's rights generally and by principles governing the availability of equitable remedies, and the grant of the security interest in the Collateral existing on the date hereof constitutes, and, as to subsequently acquired Collateral, will constitute, a valid and perfected first and prior security interest, superior to the rights of any other person, in and to the Collateral.

(d) Debtor will not sell or offer to sell, assign, pledge, lease or otherwise transfer or encumber the Collateral or any interest therein, without the prior written consent of Secured Party.

(e) Debtor shall keep the Collateral at all times insured against risks of loss or damage by fire (including so called extended coverage), theft and such other casualties as Secured Party may reasonably require, including collision in the case of any motor vehicles, all in such amounts, under such forms of policies, upon such terms, for such periods and written by such companies or underwriters as Secured Party may approve, losses in all cases to be payable to Secured Party and Debtor as their interests may appear. All policies of insurance shall provide that Secured Party's interest therein shall not be invalidated by the act, omission or neglect of anyone other than Secured Party and for at least ten days' prior written notice of cancellation to Secured Party. Debtor shall furnish Secured Party with certificates of such insurance or other evidence satisfactory to Secured Party as to compliance with the provisions of this paragraph. Secured Party may act as attorney for Debtor in making, adjusting and settling claims under and cancelling such insurance and endorsing Debtor's name on any drafts drawn by insurers of the Collateral.

(f) Debtor will keep the Collateral free from any adverse lien, security interest or encumbrance and in good order and repair, shall not waste or destroy the Collateral or any part thereof, and shall not use the Collateral in violation of any statute, ordinance or policy of insurance thereon.

4. **Events of Default**. Debtor shall be in default under this agreement upon the occurrence of any of the following events or conditions, namely: (a) default in the payment or performance of any of the Obligations or of any covenants or liabilities contained or referred to herein or in any of the Obligations; (b) any warranty, representation or statement made or furnished to Secured Party by or on behalf of Debtor proving to have been false in any material respect when made or

BORROWERS: BOULEVARD ___ SUNSET ___ FURNITURE BOUTIQUE ___ GIZMO ___ S550 ___ SL550 ___ GENESIS ___
HATARI ___ FUSION ___ HIRJI ___ BROWN ___ Y. BROWN ___

furnished; (c) loss, theft, substantial damage, destruction, sale or encumbrance to or any of the Collateral, or the making of any levy, seizure or attachment thereof or thereon; (d) dissolution, termination of existence, filing by Debtor or by any third party against Debtor of any petition under any Federal bankruptcy statute, insolvency, business failure, appointment of a receiver of any part of the property of, or assignment for the benefit of creditors by, Debtor; or (e) the occurrence of an event of default in any agreement between Debtor and/or Secured Party.

5. **Remedies**. UPON DEFAULT AND AT ANY TIME THEREAFTER, SECURED PARTY MAY DECLARE ALL OBLIGATIONS SECURED HEREBY IMMEDIATELY DUE AND PAYABLE AND SHALL HAVE THE REMEDIES OF A SECURED PARTY UNDER THE UNIFORM COMMERCIAL CODE, including without limitation the right to take immediate and exclusive possession of the Collateral, or any part thereof, and for that purpose may, so far as Debtor can give authority therefore, with or without judicial process, enter (if this can be done without breach of the peace), upon any premises on which the Collateral or any part thereof may be situated and remove the same therefrom (provided that if the Collateral is affixed to real estate, such removal shall be subject to the conditions stated in the Uniform Commercial Code); and the Secured Party shall be entitled to hold, maintain, preserve and prepare the Collateral for sale, until disposed of, or may propose to retain the Collateral subject to Debtor's right of redemption in satisfaction of the Debtor's Obligations as provided in the Uniform Commercial Code. Secured Party without removal may render the Collateral unusable and dispose of the Collateral on the Debtor's premises. Secured Party may require Debtor to assemble the Collateral and make it available to Secured Party for possession at a place to be designated by Secured Party which is reasonably convenient to both parties. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Secured Party will give Debtor at least 5 days' notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of Debtor shown at the beginning of this agreement at least ten days before the time of the sale or disposition. Secured Party may buy at any public sale. The net proceeds realized upon any such disposition, after deduction for the expenses of retaking, holding, preparing for sale or lease, selling, leasing and the like and the reasonable attorney's fees and legal expenses incurred by Secured Party, shall be applied in satisfaction of the Obligations secured hereby. The Secured Party will account to the Debtor for any surplus realized on such disposition and the Debtor shall remain liable for any deficiency.

The remedies of the Secured Party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein or under the Uniform Commercial Code shall not be construed as a waiver of any of the other remedies of the Secured Party so long as any part of the Debtor's Obligation remains unsatisfied.

6. **Power of Attorney**. The BORROWERS hereby constitutes and appoints the Secured Party its attorney in fact for the purpose of carrying out the provisions of this Security Agreement and taking any action and executing any instrument which the Secured Party may deem necessary or advisable to accomplish the purposes hereof, which appointment is irrevocable and coupled with an interest.

BORROWERS: BOULEVARD ___ SUNSET ___ FURNITURE BOUTIQUE ___ GIZMO ___ S550 ___ SL550 ___ GENESIS ___
HATARI ___ FUSION ___ HIRJI ___ BROWN, ___ Y. BROWN ___

8. **Notices.** All notices, requests, or other communications (excluding invoices) under this Agreement will be in writing and transmitted via overnight courier, hand delivery or certified or registered mail, postage prepaid and return receipt requested to the parties at the following addresses. The parties agree that all provisions of the Non-Disclosure Agreement executed by and between the parties shall also govern the execution of this Term Sheet.

LENDER BORROWERS

9. **Successors and Assigns.** The terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, and to their shareholders, subsidiaries, related and affiliated entities, representatives, successors, assigns, and every person (whether natural or artificial), firm, or entity now or previously affiliated with any of the parties hereto, or who may become affiliated with any of the parties hereto in the future.

10. **Counterparts.** This Agreement may be executed by the parties in one or more counterparts and/or may be executed via facsimile, each of which shall be deemed to be an original.

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

12. **Entire Agreement/Amendments.** This Agreement constitutes the entire agreement and understanding among the parties hereto, and all previous discussions, understandings, representations, promises, negotiations and agreements with respect to the matters included in this Agreement are incorporated into this Agreement and are integrated and are merged herein. This Agreement may not be modified or amended orally. Any addition, deletion, change, amendment or modification of this Agreement must be in writing and signed by all parties hereto.

13. **Severability.** If any portion or part or provision of this Agreement shall be determined by a court or panel of competent jurisdiction to be void or unenforceable, the remainder of this Agreement shall remain valid and enforceable by the parties hereto to the extent permitted by applicable law.

14. **Governing Law/No Adverse Construction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada. Any disputes arising hereunder shall be filed in any State Court sitting within the County of Clark, Nevada.

IN WITNESS WHEREOF, the undersigned have executed the above and foregoing Agreement upon the day and year first written above.

[Signatures appear on next two pages]

BORROWERS: BOULEVARD___SUNSET___FURNITURE BOUTIQUE___GIZMO___S550___SL550___GENESIS___
HATARI___FUSION___THIRJI___BROWN___Y. BROWN___

ACCEPTED BY:

BORROWERS:

BOULEVARD FURNITURE INC

By: SHAFIK BROWN
Its: President

SUBSCRIBED AND SWORN to before me
on this 1 Day of ~~August~~ 2017. Sept

Notary Public

LUZ NAOMI GARCIA
Notary Public State of Nevada
No. 17-1618-1
My Appt. Exp. May 5, 2021

S550 INVESTMENTS INC.

By: SHAFIK BROWN
Its: President

SUBSCRIBED AND SWORN to before me
on this 1 Day of ~~August~~ 2017. Sept

Notary Public

LUZ NAOMI GARCIA
Notary Public State of Nevada
No. 17-1618-1
My Appt. Exp. May 5, 2021

SUNSET FURNITURE INC

By:
Its:

SUBSCRIBED AND SWORN to before me
on this ______ Day of August 2017.

Notary Public

SL550 INVESTMENTS INC

By: SHAFIK BROWN
Its: President

SUBSCRIBED AND SWORN to before me
on this 1 Day of ~~August~~ 2017. Sept

Notary Public

LUZ NAOMI GARCIA
Notary Public State of Nevada
No. 17-1618-1
My Appt. Exp. May 5, 2021

FURNITURE BOUTIQUE LLC

By: SHAFIK BROWN
Its: Managing Member

SUBSCRIBED AND SWORN to before me
on this 1 Day of ~~August~~ 2017. Sept

Notary Public

LUZ NAOMI GARCIA
Notary Public State of Nevada
No. 17-1618-1
My Appt. Exp. May 5, 2021

GENESIS INVESTMENTS INC

By: SHAFIK BROWN
Its: President

SUBSCRIBED AND SWORN to before me
on this 1 Day of ~~August~~ 2017. Sept

Notary Public

LUZ NAOMI GARCIA
Notary Public State of Nevada
No. 17-1618-1
My Appt. Exp. May 5, 2021

BORROWERS: BOULEVARD ____ SUNSET ____ FURNITURE BOUTIQUE ____ GIZMO ____ S550 ____ SL550 ____ GENESIS ____
HATARI ____ FUSION ____ HIRJI ____ BROWN ____ Y. BROWN ____

GIZMO EMPOWERED INC.

By: SHAFIK BROWN
Its: President

SUBSCRIBED AND SWORN to before me
on this ___1___ Day of August 2017.

Notary Public

LUZ NAOMI GARCIA
Notary Public State of Nevada
No. 17-1618-1
My Appt. Exp. May 5, 2021

HATARI RESTAURANT & SPORTS BAR LLC

By: SHAFIK BROWN
Its: Managing Member

SUBSCRIBED AND SWORN to before me
on this ___1___ Day of August 2017.

Notary Public

LUZ NAOMI GARCIA
Notary Public State of Nevada
No. 17-1618-1
My Appt. Exp. May 5, 2021

FUSION RESTAURANT INC

By: SHAFIK BROWN
Its: President

SUBSCRIBED AND SWORN to before me
on this ___1___ Day of August 2017.

Notary Public

LUZ NAOMI GARCIA
Notary Public State of Nevada
No. 17-1618-1
My Appt. Exp. May 5, 2021

SHAFIK BROWN

By: SHAFIK BROWN

SUBSCRIBED AND SWORN to before me
on this ___1___ Day of August 2017.

Notary Public

LUZ NAOMI GARCIA
Notary Public State of Nevada
No. 17-1618-1
My Appt. Exp. May 5, 2021

SHAFIK HIRJI

By: SHAFIK HIRJI

SUBSCRIBED AND SWORN to before me
on this ___1___ Day of August 2017.

Notary Public

LUZ NAOMI GARCIA
Notary Public State of Nevada
No. 17-1618-1
My Appt. Exp. May 5, 2021

YASMIN BROWN

By: YASMIN BROWN

SUBSCRIBED AND SWORN to before me
on this ___1___ Day of August 2017.

Notary Public

LUZ NAOMI GARCIA
Notary Public State of Nevada
No. 17-1618-1
My Appt. Exp. May 5, 2021

BORROWERS: BOULEVARD___ SUNSET ___ FURNITURE BOUTIQUE___ GIZMO___ S550___ SL550___ GENESIS___
HATARI___ FUSION___ HIRJI___ BROWN,___ Y. BROWN___

EXHIBIT "19"

August 29, 2017 Email with attachments

Office

From: Shafik <amerizan@aol.com>
Sent: Tuesday, November 07, 2017 11:25 AM
To: Office
Subject: Fwd: Extension of Notes and Notice of Default
Attachments: Default.rtf; ATT00001.htm; NewTerms.pdf; ATT00002.htm

Begin forwarded message:

> **From:** Nav Sharda <nnsharda@yahoo.com>
> **Date:** August 29, 2017 at 8:43:45 AM PDT
> **To:** Shafik <amerizan@aol.com>, Bryan Naddafi <bryan@olympialawpc.com>
> **Cc:** Nav Sharda <nnsharda@yahoo.com>
> **Subject: Extension of Notes and Notice of Default**
> **Reply-To:** Nav Sharda <nnsharda@yahoo.com>
>
> Shafik, here is the NOTICE OF DEFAULT that the attorney wants me to send to you.
>
> Also, here is one set of change in terms of the loans that we discussed -- the Trata is exactly the same, the exact numbers were calculated out of the terms of the loans and the existing agreements. Then, 50% of the penalty amounts were written off to arrive at the final payment amount.
>
> I want to stress that there is no prepayment penalty, thus anytime that you secure more favorable financing you can retire these loans.
>
> I suspect that after another year of operations you could get a business line with much better terms.
>
> Let me know when you can meet to discuss and sign. I will be with patients until around 3:30.
>
> Nav

"To:
Boulevard Furniture, Inc., a Nevada corporation ("BOULEVARD INC.") with a principal place of business located at 3500 So. Maryland Parkway, Suite 171, Las Vegas, Nevada 89169, Sunset Furniture, Inc. a Nevada corporation, with a principal place of business located at 7560 Jacaranda Bay Street, Las Vegas, Nevada 89139 (herein "SUNSET") Furniture Boutique LLC, a Nevada limited liability company (herein "FURNITURE BOUTIQUE") with a principal place of business located at 1431 W. Sunset Blvd., Henderson, Nevada 89014, Gizmo Empowered Inc., a Nevada corporation (herein 'GIZMO"), S550 Investments Inc. a Nevada corporation (herein 'S550"), Shafik Hirji, an individual (herein 'HIRJI") and Shafik Brown ("Brown")(collectively "Borrowers")

Re: Notice of Default of the following loans (collectively the "Loans"):
Lender: Cancer Care Foundation, Inc.
LOAN NO. 1: NOVEMBER 7, 2016 / $200,000.00:
LOAN NO. 2: DECEMBER 20, 2016 / $100,000.00:

Lender: Trata, Inc.
LOAN NO. 1: JANUARY 20, 2017 / $1,000,000.00:
LOAN NO. 2: MARCH 20, 2017 / $200,000.00:
ADDENDUM : MARCH 21, 2017:

You are hereby notified that you are in Default in your repayment obligations based upon the terms and conditions of each of the Loans stated above based upon your continued failure to make the regular monthly payments as they have become due. As such, pursuant to the notes, Late Charges will continue to accrue for each payment that has not been received. Further, Interest Late Charges will accrue as stated in the loan documents. Further, please be advised that the Lenders intend upon accelerating the Loans, and may take any other steps or may enforce its other rights that it may have based upon your agreement in the loan documentation.

Please guide yourselves accordingly."

SUMMARY OF BALANCES

NOTE 1	
LOAN DATE	November 7, 2016
LOAN AMOUNT	$ 200,000.00
TOTAL DUE	$ 422,826.74

NOTE 2	
LOAN DATE	December 20, 2016
LOAN AMOUNT	$ 100,000.00
TOTAL DUE	$ 282,761.76

TOTAL DUE CCFI	**$ 705,588.50**

NOTE 1	
LOAN DATE	January 20, 2017
LOAN AMOUNT	$ 1,000,000.00
TOTAL DUE	$ 1,265,724.59

NOTE 2	
LOAN DATE	March 15, 2017
LOAN AMOUNT	$ 200,000.00
TOTAL DUE	$ 308,881.40

TOTAL DUE TRATA INC	**$ 1,574,605.99**
TOTAL DUE ALL LOANS	**$ 2,280,194.48**

REDUCTION IN BALANCE DUE	**$ (163,683.54)**
REDUCTION IN MONTHLY PAYMENT	**$ (26,522.46)**
OLD MONTHLY W/O LATE FEES	**$ 79,436.57**
NEW MONTHLY	**$ 52,914.11**

DISCOUNT 50% LATE FEES/INTEREST

CHANGE IN TERMS AGREEMENT

THIS CHANGE IN TERMS AGREEMENT (this "Agreement") is made and entered into as of this ____ day of August, 2017 (the "Effective Date") by and between Cancer Care Foundation, Inc. a Nevada non-profit corporation (herein "CCFI" or "LENDER") with a principal place of business at 3509 E. Harmon Ave, Las Vegas, Nevada 89121on the one hand and Boulevard Furniture, Inc., a Nevada corporation ("BOULEVARD INC.") with a principal place of business located at 3500 So. Maryland Parkway, Suite 171, Las Vegas, Nevada 89169, Sunset Furniture, Inc. a Nevada corporation, with a principal place of business located at 7560 Jacaranda Bay Street, Las Vegas, Nevada 89139 (herein "SUNSET") Furniture Boutique LLC, a Nevada limited liability company (herein "FURNITURE BOUTIQUE") with a principal place of business located at 1431 W. Sunset Blvd., Henderson, Nevada 89014, Gizmo Empowered Inc., a Nevada corporation (herein 'GIZMO"), S550 Investments Inc. a Nevada corporation (herein 'S550"), SL550 Investments, Inc., a Nevada corporation ("SL550"), Genesis Investments, Inc., a Nevada corporation ("GENESIS"), Hatari Restaurant & Sports Bar, LLC, a Nevada limited liability company ("HATARI"), Fusion Restaurant, Inc. a Nevada corporation ("FUSION"), Shafik Hirji, an individual (herein 'HIRJI") and Shafik Brown, an individual (herein "BROWN") and Yasmin Brown, an individual ("Y. BROWN") (collectively "BORROWER(S)") on the other hand.

Each may be referred to individually as "Party" or collectively as "Parties" herein.

W I T N E S S E T H:

WHEREAS, the Parties have entered into various secured loans wherein LENDER loaned BORROWERS funds for the operation of their business, and the BORROWERS agreed to repay the loans based upon the terms and conditions of each loan as follows:

LOAN NO. 1: NOVEMBER 7, 2016 / $200,000.00:

WHEREAS, on November 7, 2016, LENDER CCFI on the one hand and BOULEVARD INC., HIRJI and BROWN on the other hand entered into a written secured Loan Agreement, wherein LENDER provided a loan to BOULEVARD INC., HIRJI and BROWN in the principal amount of $200,000.00 (Two Hundred Thousand Dollars) ("LOAN NO. 1") as evidenced by the written documentation, including but not limited to a Secured Promissory Note (the "NOTE NO. 1"), written Security Agreement (the 'SECURITY AGREEMENT NO. 1") and written Confession of Judgment ("COJ") (collectively "LOAN DOCUMENTATION NO. 1") as follows:

Lender:	CCFI
Loan Amount:	$200.000.00
Term:	Thirteen (13) months
Annual Interest Rate:	Fifty (50%) percent
Maturity Date:	December 21, 2017

Balance Due:	$422,826.74

LOAN NO. 2: DECEMBER 20, 2016 / $100,000.00:

WHEREAS, on December 20, 2016, LENDER CCFI on the one hand and BOULEVARD INC., HIRJI and BROWN on the other hand entered into a written secured Loan Agreement, wherein LENDER provided a loan to BOULEVARD INC., HIRJI and BROWN in the principal amount of $100,000.00 (One Hundred Thousand Dollars) ("LOAN NO. 2") as evidenced by the written documentation, including but not limited to a Secured Promissory Note (the "NOTE NO. 2"), written Security Agreement (the 'SECURITY AGREEMENT NO. 2") and written Confession of Judgment ("COJ NO. 2") (collectively "LOAN DOCUMENTATION NO. 2") as follows:

Lender:	CCFI
Loan Amount:	$100,000.00
Term:	Three (3) months
Annual Interest Rate:	Forty-eight (48%) percent
Maturity Date:	March 25, 2017
Balance Due:	$282,761.76

CONFESSIONS OF JUDGMENT:

WHEREAS, on March 18, 2017, BROWN executed a Confession of Judgment in favor of TRATA, INC. for the amount of $400,000:00 relating to LOAN NO. 1, and BROWN granted a security interest in all of his assets and executed a personal guaranty;

WHEREAS, on March 18, 2017, HIRJI executed a Confession of Judgment in favor of TRATA, INC. for the amount of $400,000.00 relating to LOAN NO. 1, and HIRJI granted a security interest in all of his assets and executed a personal guaranty;

THE DEFAULT:

WHEREAS, pursuant to the terms of each of the LOANS (1-2) and NOTES (1-2), and LOAN DOCUMENTATION (1-2) and the ADDENDUM thereto, the BORROWERS were required to make monthly payments as set forth in the corresponding LOAN DOCUMENTATION;

WHEREAS, the BORROWERS have failed to make the monthly payments as required by the terms of the LOANS. Accordingly, the BORROWERS are currently in default (the "DEFAULT") on each of the LOANS by their failure to timely make the payment due under the terms of the LOANS. As a result, the BORROWERS have incurred such additional fees for their DEFAULT, including but not limited to, late charges, interest late charges, attorneys' fees and costs. In addition, the LOANS have accelerated and the entire balance due has become immediately due and payable;

WHEREAS, the LOANS have a current past due balance in the amount of $705,588.50 (Seven Hundred Five Thousand Five Hundred Eighty-Eight Dollars and Fifty Cents)(the "PAST DUE BALANCE"), which includes, principal, accrued interest, late fees and interest late fees as follows:

NOTE 1	
LOAN DATE	November 7, 2016
LOAN AMOUNT	$200,000.00
TOTAL DUE	$422,826.74

NOTE 2	
LOAN DATE	December 20, 2016
LOAN AMOUNT	$100,000.00
TOTAL DUE	$282,761.76
TOTAL DUE CCFI	$705,588.50

WHEREAS, BORROWERS and LENDER desire to modify the LOANS and LOAN DOCUMENTATION by extending the Maturity Date, extending the repayment terms, adjusting the interest rates and amend the repayment schedule as more fully set forth herein;

NOW, THEREFORE, for and in consideration of the forbearance, the modification and the undertakings contained herein, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties do hereby covenant and agree as follows:

AGREEMENT

1. Agreement. In exchange for the consideration as set forth herein, LENDER and BORROWERS agree to amend the LOANS and LOAN DOCUMENTATION as follows:

2. Incorporation by Reference. The above and foregoing Recitals are incorporated herein and made part of this Agreement as though set forth herein. Further, NOTE NO. 1, SECURITY AGREEMENT NO. 1, LOAN DOCUMENTS NO. 1, COJ NO. 1 and NOTE NO. 2, SECURITY AGREEMENT NO. 2, LOAN DOCUMENTS NO. 2, COJ NO. 2 are incorporated herein by this reference.

3. Consideration. The Parties acknowledge that in consideration of the obligations, and the undertakings contained herein, and for other good and valuable consideration, the receipt, adequacy and sufficiency are hereby acknowledged.

4. Change in Terms. LENDER and BORROWERS agree to modify and amend the LOAN, NOTE, SECURITY AGREEMENT, LOAN DOCUMENTATION and CONFESSION OF JUDGMENTS as follows:

a. Loan Balance. The PAST DUE BALANCE shall be modified from $705,588.50 (Seven Hundred Five Thousand Five Hundred Eighty-Eight Dollars and Fifty Cents)(the "PAST DUE BALANCE") and reduced to a new principal balance due in the amount of $585,000.00 (Five Hundred Eighty-Five Thousand Dollars) (the "LOAN BALANCE") on the condition that all future Monthly Payments are timely paid on the Monthly Payment Due Date with valid and sufficient funds.

b. Term. The LOAN TERM shall be modified from that stated in each of the LOAN DOCUMENTS to a term of Forty-Eight (48) months (the "TERM") commencing on September 1, 2017.

c. Maturity Date. The maturity date of each of the LOANS shall be modified to August 1, 2021 (the "MATURITY DATE"). On the MATURITY DATE, all unpaid principal, interest, late fees, interest late fees shall become due and payable.

d. Interest Rate. The LOAN BALANCE shall accrue interest at an annual rate of thirty (30%) percent (the "INTEREST RATE") until such time that the LOAN BALANCE is paid full. Should BORROWERS DEFAULT or not timely make each of their MONTHLY PAYMENTS, then the INTEREST RATE shall automatically revert back to the original interest rate of fifty (50%) percent retroactively.

e. Payment. The LOAN BALANCE of $585,000.00 (Five Hundred Eighty-Five Thousand Dollars) shall be repaid in forty-eight (48) monthly payments of interest only in the amount of $14,625.00 (Fourteen Thousand Six Hundred Twenty-Five Dollars) each via certified funds (the "MONTHLY PAYMENT") on the 1st day of each month (the "MONTHLY PAYENT DUE DATE"). The initial MONTHLY PAYMENT shall be due on September 1st, 2017 (the "INITIAL PAYMENT"). Each Monthly Payment shall be via certified check made payable to LENDER at LENDER'S address or to such other payee or address as directed by the LENDER.

f. Default. If BORROWERS fail to make any INITIAL PAYMENT or MONTHLY PAYMENT by 5:00 p.m. on the Monthly Payment Due Date, then BORROWERS will be in Default (the "DEFAULT") and LENDER will be entitled to immediately file the Confession of Judgment for the full PAST DUE BALANCE, plus accrued attorneys' fees and costs, plus any future attorneys' fees and costs as set forth in the Confession of Judgment, less credit for any payments made with valid and sufficient funds. The Parties also expressly agree that upon timely repayment of the LOAN BALANCE, that the Confession of Judgment shall be immediately destroyed and no longer have any legal force and effect.

g. Acceleration of Debt In the event that the BORROWERS DEFAULT, or breach any condition relating to any security, security agreement, note, seeks relief under the Bankruptcy Code, or suffers an involuntary petition in bankruptcy or receivership not vacated within five (5) days, or is in DEFAULT, the entire balance of this Note and any interest accrued thereon shall be immediately due and payable to the holder of this Note based upon the original PAST DUE BALANCE, plus any accrued interest, late fees, interest late fees, attorneys' fees and costs.

h. Security / COLLATERAL. The repayment of the LOAN BALANCE shall be secured by the assets of the BORROWERS together with the granting of a security interest in all of the assets as follows:

i. Grant of Security Interest. BORROWERS (collectively the "Debtor"), hereby grant to LENDERS ("Secured Party") a security interest in all of the Debtors' real and personal property (the "COLLATERAL") including but not limited to the following:

ii. COLLATERAL shall include, but is not limited to, the Debtors' tangible personal property, fixtures, leasehold improvements, trade fixtures, equipment, other personal property and anything of value, whether currently owned or acquired in the future, tangible or intangible (the "Personal Property") and all general intangibles relating to or arising from the Personal Property, all cash and non-cash proceeds (including insurance proceeds) of the Personal Property, all products thereof and all additions and accessions thereto, substitutions therefor and replacements thereof to secure payment of the obligations of Debtors to Secured Party (the "Obligations") in the payment of the Purchase Price. The Parties authorize the filing of an amendment to the existing UCC (1) and/or the filing of a new UCC (1) and any renewal statements to secure the assets and/or COLLATERAL.

i. Secured Promissory Note. Concurently with the execution of this Agreement and in full and final settlement, resolution and payment of the obligations and payments and amounts due or payable to LENDER by the BORROWERS, the BORROWERS shall execute and deliver to LENDER an executed original SECURED PROMISSORY NOTE in the principal sum of $585,000.00 (Five Hundred Eighty Five Thousand Dollars) (which sum shall bear an annual interest rate of thirty percent (30%) for a term of forty-eight (48) months and paid as set forth in the promissory note attached hereto as Exhibit "1" (the "SECURED PROMISSORY NOTE").

j. Confession of Judgment. As additional security for the payment of the LOAN

AMOUNT and contemporaneously with the execution hereof, BORROWERS shall execute a Confession of Judgment in the amount of $705,588.50 (Seven Hundred Five Thousand Five Hundred Eighty-Eight Dollars and Fifty Cents), plus future interest through the TERM, past and future attorneys' fees and costs (less credit for all payments made pursuant to this Agreement) which may be immediately filed by LENDER in the event of a DEFAULT in payment by the BORROWERS. Exhibit "2." (the "CONFESSION OF JUDGMENT). No notice is required to be given to BORROWERS either prior to the DEFAULT or prior to filing of the CONFESSION OF JUDGMENT.

i. Upon DEFAULT, the total PAST DUE BALANCE shall become due and payable (less credit for any payments), the INTEREST RATE shall revert back retroactively to the original interest rate of each LOAN (50%) and NOTE, and the LATE FEES and DEFAULT INTEREST RATE shall be reinstated.

5. Financial Statements. BORROWER shall provide monthly financial statements, in such format and detail as requested by LENDER (including but not limited to a work in process) within fifteen (15) days of each month end.

6. Lender's Rights. In addition to any rights granted in the LOAN DOCUMENTS, Lender shall have the additional rights, at Lender's sole discretion to do any of the following:

b. Accelerate the entire LOAN BALANCE together with all unpaid interest; and/or

c. Lender shall have immediate possession of all of the COLLATERAL of the Borrower as described herein. BORROWER consents to grant possession to LENDER OR LENDER'S authorized representative, and BORROWERS waive any and all defenses that may have been raised, whether in law or in equity.

7. Representations and Warranties of Borrower. Borrower represents and warrants to Lender that the following statements are true and correct as of the Effective date of this Forbearance Agreement:

a. *Consents*. The parties have obtained any and all necessary consents, approvals and taken all actions necessary to procure due authorization for the execution and delivery of this Agreement and that the consummation and performance of the terms and conditions contemplated by this Agreement are duly authorized.

b. *Authority to Act*. The undersigned parties acknowledge that they have authority to act on behalf of their client or employer in the execution of this Agreement and that such authority to act has been acknowledged by the principal/employer.

c. *Organization, Qualification, and Corporate Power.* Borrower is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization. Borrower is duly authorized to conduct business and is in good standing under the laws of each jurisdiction in which the nature of its businesses or the ownership or leasing of its properties requires such qualification. Borrower has full corporate power and authority to carry on the businesses in which it is engaged and to own and use the properties owned and used by it.

d. *Authorization of Transaction.* Borrower has full power and authority to execute, deliver and perform this Agreement and the other agreements and instruments to be executed and delivered by it in connection with the transactions contemplated hereby and to perform the obligations thereunder.

e. *Enforceability.* Assuming due execution and delivery of this Agreement by each Party, and subject to applicable bankruptcy, insolvency, moratorium and similar laws affecting the rights of creditors generally, this Agreement constitutes the valid and legally binding obligations of the parties and enforceable against the parties in accordance with its terms.

f. *Miscellaneous.* The representations and warranties of Borrower in this Agreement do not and will not contain any untrue statement of material fact, do not and will not omit to state any material fact required to be stated in order to make the representations, warranties or statements contained herein or therein, in light of the context in which they were made, not misleading.

g. *No Conflicts.* Except where such conflict, breach or DEFAULT would not have a material adverse effect on a party's ability to perform its obligations contemplated herein, neither the execution, delivery or performance of this Agreement, nor the consummation of the transactions contemplated by this Agreement will not conflict in any respect with, result in a breach of, or constitute a DEFAULT under, any court or administrative order or process, judgment, decree, statute, law, ordinance, rule or regulation or any agreement or commitment to which parties executing the same are party or are subject or bound.

h. *No Promise or Inducement.* That no promise or inducement has been offered except as set forth herein, this Agreement is executed without reliance upon any statements or representations by persons or parties released or their representatives concerning the nature and extent of the damages and/or legal liability therefor.

i. *Ratification of Note.* Each of the terms of the Note and other Loan Documents are hereby ratified and reaffirmed unconditionally, and shall remain in full force and effect.

j. REPRESENTATIONS. LENDER IS RELYING UPON EACH OF THE MATERIAL REPRESENTATION THAT ARE CONTAINED WITHIN THE BORROWERS' PERSONAL FINANCIAL STATEMENT, WHICH WAS PREPARED BY BORROWERS. BORROWERS REPRESENT AND WARRANT THAT THE REPRESENTATIONS OF BORROWERS IN THIS AGREEMENT, AND THE PERSONAL FINANCIAL STATEMENT DATED AUGUST 2017, PREPARED BY BORROWERS, DO NOT CONTAIN ANY UNTRUE, FALSE OR MISLEADING STATEMENT OF MATERIAL FACT, AND FURTHER, DO NOT OMIT TO STATE ANY MATERIAL FACT REQUIRED TO BE STATED IN ORDER TO MAKE THE REPRESENTATION CONTAINED THEREIN, IN LIGHT OF THE CONTEXT IN WHICH THEY WERE MADE, NOT MISLEADING. SHOULD BORROWERS MISREPRESENT THEIR FINANCIAL SITUATION BY UNDERSTATING ASSETS AND/OR INCOME OR OVERSTATING LIABILITIES, OR PROVIDE ANY UNTRUE, FALSE OR MISLEADING STATEMENT OF MATERIAL FACT, BEEN MADE, OR SHOULD THERE BE ANY OMISSION OF ANY MATERIAL FACT, THEN LENDER SHALL BE ENTITLED, BUT NOT REQUIRED, TO IMMEDIATELY FILE THE CONFESSION OF JUDGMENT AND ENTER JUDGMENT AS SET FORTH ABOVE WHICH INCLUDES THE PAST DUE BALANCE, FUTURE INTEST, FUTURE LATE FEES, FUTURE ATTORNEYS' FEE AND COSTS. IN THIS EVENT, THE JUDGMENT AMOUNT SHALL BE DEEMED A NON-DISCHARGEABLE DEBT IN ANY BANKRUPTCY FILED BY SETTLING PARTY.

INITIALS: ____________ INITIALS: ____________

INITIALS: ____________ INITIALS: ____________

INITIALS: ____________ INITIALS: ____________

INITIALS: ____________ INITIALS: ____________

INITIALS: ____________ INITIALS: ____________

8. Successors and Assigns. The terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, and to their shareholders, subsidiaries, related and affiliated entities, representatives, successors, assigns, and every person (whether natural or artificial), firm, or entity now or previously affiliated with any of the parties hereto, or who may become affiliated with any of the parties hereto in the future.

9. Counterparts. This Agreement may be executed by the Parties in one or more counterparts, each of which shall be deemed to be an original, and it shall not be necessary for the same counterpart of this Agreement to be signed by all of the parties in order for it to be binding upon all of the parties in accordance with the terms hereof.

10. Entire Agreement/Amendments. This Agreement constitutes the entire agreement and understanding among the parties hereto, and all previous discussions, understandings, representations, promises, negotiations and agreements with respect to the matters included in this Agreement are incorporated into this Agreement and are integrated and are merged herein. This Agreement may not be modified or amended orally. Any addition, deletion, change, amendment or modification of this Agreement must be in writing and signed by all parties hereto.

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

12. Severability. If any portion or part or provision of this Agreement shall be determined by a court or panel of competent jurisdiction to be void or unenforceable, the remainder of this Agreement shall remain valid and enforceable by the parties hereto to the extent permitted by applicable law.

13. Notices. All notices, requests, demands and other communications required or permitted to be given pursuant to this Agreement shall be in writing and deemed duly given, made and received when (a) personally delivered or (b) three (3) business days after said notice, request, demand and other communication is deposited in U.S. Mail, certified mail, return receipt requested or by overnight mail addressed as follows or at such other addresses as either Party may advise the other from time to time in writing in compliance with this section of this Agreement:

If to the LENDER: **If to BORROWERS:**

14. Attorney Representation/Tax Professional. In the negotiation, preparation and execution of this Agreement, each Party has been represented by, or has been afforded the opportunity to consult with an attorney and/or tax professional of such Party's own choosing prior

to the execution of this Agreement and has been advised that it is in such Party's best interest to do so. All Parties hereto acknowledge and represent that there may be certain Federal and/or State tax consequences created as a result of entering into this Agreement. The parties have read this Agreement in its entirety and fully understand its terms and provisions. The parties have executed this Agreement freely, voluntarily and without any coercion whatsoever, they accept all terms, conditions and provisions hereof.

15. Governing Law/No Adverse Construction. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada. The parties agree that this Agreement was prepared by all signatories hereto and their counsel, and in case of ambiguity shall not be construed more strongly against one than against the others. The Parties agree that venue and jurisdiction in any action to enforce this Agreement shall be exclusively within the State or Federal Courts located within Clark County, Nevada.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date above.

[Signatures appear on next two pages]

LENDER:

CANCER CARE FOUNDATION, INC.

By: NAVNEET N. SHARDA
Its: President

BORROWERS:

BOULEVARD FURNITURE INC

By: SHAFIK BROWN
Its: President

SUBSCRIBED AND SWORN to before me on this __________ Day of August 2017.

Notary Public

S550 INVESTMENTS INC.

By: SHAFIK BROWN
Its: President

SUBSCRIBED AND SWORN to before me on this __________ Day of August 2017.

Notary Public

SUNSET FURNITURE INC

By: GARY HOPKINS
Its: President

SUBSCRIBED AND SWORN to before me on this __________ Day of August 2017.

Notary Public

SL550 INVESTMENTS INC

By: SHAFIK BROWN
Its: President

SUBSCRIBED AND SWORN to before me on this __________ Day of August 2017.

Notary Public

FURNITURE BOTIQUE LLC

By: SHAFIK BROWN
Its: Managing Member

SUBSCRIBED AND SWORN to before me on this __________ Day of August 2017.

Notary Public

GENESIS INVESTMENTS INC

By: SHAFIK BROWN
Its: President

SUBSCRIBED AND SWORN to before me on this __________ Day of August 2017.

Notary Public

GIZMO EMPOWERED INC.

By: SHAFIK BROWN
Its: President

SUBSCRIBED AND SWORN to before me
on this __________ Day of August 2017.

Notary Public

HATARI RESTAURANT & SPORTS BAR LLC

By: SHAFIK BROWN
Its: Managing Member

SUBSCRIBED AND SWORN to before me
on this __________ Day of August 2017.

Notary Public

FUSION RESTAURANT INC

By: SHAFIK BROWN
Its: President

SUBSCRIBED AND SWORN to before me
on this __________ Day of August 2017.

Notary Public

SHAFIK BROWN

By: SHAFIK BROWN

SUBSCRIBED AND SWORN to before me
on this __________ Day of August 2017.

Notary Public

SHAFIK HIRJI

By: SHAFIK HIRJI

SUBSCRIBED AND SWORN to before me
on this __________ Day of August 2017.

Notary Public

YASMIN BROWN

By: YASMIN BROWN

SUBSCRIBED AND SWORN to before me
on this __________ Day of August 2017.

Notary Public

EXHIBIT 1
SECURED PROMISSORY NOTE

EXHIBIT 2
CONFESSION OF JUDGMENT

SECURED PROMISSORY NOTE

Principal Amount: $585,000.00

FOR VALUE RECEIVED, this Secured Promissory Note ("NOTE") is entered into this ___ day of August, 2017 (the "Effective Date") by and between Boulevard Furniture, Inc., a Nevada corporation ("BOULEVARD INC.") with a principal place of business located at 3500 So. Maryland Parkway, Suite 171, Las Vegas, Nevada 89169, Sunset Furniture, Inc. a Nevada corporation, with a principal place of business located at 7560 Jacaranda Bay Street, Las Vegas, Nevada 89139 (herein "SUNSET") Furniture Boutique LLC, a Nevada limited liability company (herein "FURNITURE BOUTIQUE") with a principal place of business located at 1431 W. Sunset Blvd., Henderson, Nevada 89014, Gizmo Empowered Inc., a Nevada corporation (herein 'GIZMO"), S550 Investments Inc. a Nevada corporation (herein 'S550"), SL550 Investments, Inc., a Nevada corporation ("SL550"), Genesis Investments, Inc., a Nevada corporation ("GENESIS"), Hatari Restaurant & Sports Bar, LLC, a Nevada limited liability company ("HATARI"), Fusion Restaurant, Inc. a Nevada corporation ("FUSION"), Shafik Hirji, an individual (herein 'HIRJI") and Shafik Brown, an individual (herein "BROWN") and Yasmin Brown, an individual ("Y. BROWN") (collectively "BORROWER(S)")on the one hand, hereby jointly and severally promise(s) to pay to the order of Cancer Care Foundation, Inc. a Nevada corporation (herein "LENDER") on the other hand, with a principal place of business at 3509 E. Harmon Ave, Las Vegas, Nevada 89121, in United States Currency the principal sum in the amount of $585,000.00 (Five Hundred Eighty Five Thousand Dollars) payable each and every month in lawful money of the United States beginning on the 1st day of September 2017, in monthly installments of $14,625.00 (Fourteen Thousand Six Hundred Twenty-Five Dollars) and continuing thereafter until August 1, 2021, or until said principal has been paid in full, together with interest accruing on the unpaid balance at the annual fixed rate of thirty (30%) percent on the unpaid outstanding principal balance.

Each may be referred to individually as "Party" or collectively as "Parties" herein.

RECITALS

WHEREAS, Both parties desire to enter into this Agreement which provides for a loan from the Lender to BORROWERS in the amount of $585,000.00 (Five Hundred Eighty-Five Thousand Dollars)) (i) the terms and conditions upon which BORROWERS shall pay Lender; (ii) the terms and conditions under which BORROWERS will be legally bound to Lender.

NOW, THEREFORE, in exchange for the valuable consideration described below, the mutual obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

BORROWERS: BOULEVARD ___ SUNSET ___ FURNITURE BOUTIQUE ___ GIZMO ___ S550 ___ SL550 ___ GENISIS ___
HATARI ___ FUSION ___ HIRJI ___ BROWN, ___ Y. BROWN ___

1. **Loan.** On August ___, 2017, Lender entered into a Change in Terms Agreement with BORROWERS in the amount of $585,000.00 (Five Hundred Eighty-Five Thousand Dollars)) ("Loan"). BORROWERS agrees to repay the current balance due on the Loan as follows:

a. Loan Balance. The PAST DUE BALANCE shall be modified from $707,588.50 (Seven Hundred Five Thousand Five Hundred Eighty-Eight Dollars and Fifty Cents)(the "PAST DUE BALANCE") and reduced to a new principal balance due in the amount of $585,000.00 (Five Hundred Eighty-Five Thousand Dollars) (the "LOAN BALANCE") on the condition that all future Monthly Payments are timely paid on the Monthly Payment Due Date with valid and sufficient funds.

b. Term. The LOAN TERM shall be modified from that stated in each of the LOAN DOCUMENTS to a term of Forty-Eight (48) months (the "TERM") commencing on September 1, 2017.

c. Maturity Date. The maturity date of each of the LOANS shall be modified to August 1, 2021 (the "MATURITY DATE"). On the MATURITY DATE, all unpaid principal, interest, late fees, interest late fees shall become due and payable.

d. Interest Rate. The LOAN BALANCE shall accrue interest at an annual rate of thirty (30%) percent (the "INTEREST RATE") until such time that the LOAN BALANCE is paid full. Should BORROWERS DEFAULT or not timely make each of their MONTHLY PAYMENTS, then the INTEREST RATE shall automatically revert back to the original interest rate of fifty (50%) percent retroactively.

e. Payment. The LOAN BALANCE of $585,000.00 (Five Hundred Eighty-Five Thousand Dollars) shall be repaid in forty-eight (48) monthly payments of interest only in the amount of $14,625.00 (Fourteen Thousand Six Hundred Twenty-Five Dollars) each via certified funds (the "MONTHLY PAYMENT") on the 1st of each month (the "MONTHLY PAYENT DUE DATE"). The initial MONTHLY PAYMENT shall be due on September 1, 2017 (the "INITIAL PAYMENT").

  a. Payments will be applied to finance charges first, then to unpaid principal, then to late charges and any other charges incurred pursuant to this Note. The annual Interest Rate is calculated based upon a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding.

  b. Each Monthly Payment shall be via check made payable to LENDER at LENDER'S address or to such other payee or address as directed by the LENDER.

f. Default. If BORROWERS fail to make any MONTHLY PAYMENT or the INITIAL PAYMENT by 5:00 p.m. on the MONTHLY PAYMENT DUE DATE, then BORROWERS will be in Default (the "DEFAULT") and LENDER will be entitled to immediately file the Confession of Judgment for the full PAST DUE BALANCE, plus accrued attorneys' fees and costs, plus any future attorneys' fees and costs as set forth in the Confession of Judgment, less credit for any payments made with valid and sufficient funds. The Parties also expressly agree that upon timely repayment of the LOAN BALANCE, that the Confession of Judgment shall be immediately destroyed and no longer have any legal force and effect.

2. **Security Interest.** As security, BORROWERS hereby grants to Lender a continuing security interest in all assets of BORROWERS and Purrfect Auto Service #515 owned by S550 Investments, Inc, and Purrfect Auto Service #14, USA Auto Service #3 and #4 owned by GIZMO, which includes the A/R, Inventory, Cash, Furniture and Fixtures, and every other asset which are represented to be free and clear in title and those assets which may be partially encumbered. Until payment in full is received, Lenders shall have, and always be deemed to have, a continuing security interest in all the assets of BORROWERS:

(a) All equipment and fixtures, as defined in the Uniform Commercial Code (the "Uniform Commercial Code ") and all machinery, tools, parts, furniture, furnishings, motor vehicles and other personal property, tangible or intangible, presently owned or hereafter acquired by the BORROWERS, together with all additions and accessions thereto and substitutions and replacements therefor (herein, collectively "Equipment "), and all products and proceeds (including insurance and condemnation proceeds) thereof;

(b) All inventory and goods as defined in the Uniform Commercial Code whether presently owned or hereafter acquired, including, without limitation, all inventory in the possession of others or in transit, all goods held for sale or lease or to be furnished under contracts for service or which have been so furnished, automobiles, vehicles, raw materials, work in process, and materials used or consumed or to be used or consumed in the business of the BORROWERS, and completed and unshipped merchandise (herein, collectively, "Inventory "), and all products and proceeds (including insurance and condemnation proceeds) of the foregoing;

(c) All accounts, chattel paper, instruments, documents and all other forms of obligations at any time owing to the BORROWERS, including those now existing and those hereafter arising or coming into existence, and including, without limitation, all rights of payment for goods sold or leased or services rendered, all rights of payment under contracts whether or not currently due or not yet earned by performance and accounts receivable arising or to arise therefrom, and all rights of the BORROWERS in and to the goods represented thereby including returned and repossessed goods, and all rights the BORROWERS may have or acquire for securing or enforcing the foregoing, including, without limitation, all guaranties, collateral, liens on or security interest in real or personal property, leases, letters of credit, the rights to reserves, deposits, choses in action, judgments or insurance proceeds together with all customer lists, books and records, ledger and account cards, computer tapes, computer software, disks, printouts and data processing records, now existing or hereafter created, and all other property evidencing or relating to Collateral (herein, collectively "Accounts"), and all products and proceeds of all of the foregoing;

(d) All of Borrower's general intangibles, now existing or hereafter owned or acquired, including, but not limited to, interests in limited partnerships or other entities in which a security interest may be obtained under the Uniform Commercial Code, trade names, trade processes, trade secrets, copyrights, patents, patent applications, trademarks, trademark registrations and applications therefor, licenses, franchises, tax refunds, customer lists, the name and goodwill of Borrower's business, and all tax refunds and/or tax rebates (herein, collectively "General Intangibles "), and all proceeds of any of the foregoing;

(e) All books and records relating to the conduct of Borrower's business (herein, collectively, "Books and Records ");

(f) All deposit accounts maintained by the BORROWERS with the Bank or other bank, trust company, investment firm or fund or any similar institution or organization (herein, collectively "Deposit Accounts "), and the proceeds thereof;

(g) Any deposits, credits, securities, interests, participations, shares, collateral or property of the BORROWERS at any time now or thereafter in the possession, custody, safekeeping or control of or in transit to the Bank and the proceeds thereof (the "Deposits and Securities "). The foregoing is hereinafter collectively the "Collateral."

3. **Borrower's Representations and Warranties and Covenant**. The BORROWERS represents and warrants to, and covenants with, the Secured Party as follows:

(a) The BORROWERS has full right, power and authority to execute and deliver this Security Agreement and to grant the security interest in the Collateral as provided herein.

(b) The execution, delivery and performance of this Security Agreement has been duly authorized by all necessary corporate action.

(c) This Security Agreement has been duly executed and delivered by the BORROWERS and constitutes the legal, valid and binding obligation of the BORROWERS enforceable against the BORROWERS in accordance with its terms, except as may be limited by bankruptcy, reorganization, insolvency, moratorium, or other similar laws from time to time in effect affecting creditor's rights generally and by principles governing the availability of equitable remedies, and the grant of the security interest in the Collateral existing on the date hereof constitutes, and, as to subsequently acquired Collateral, will constitute, a valid and perfected first and prior security interest, superior to the rights of any other person, in and to the Collateral.

(d) Debtor will not sell or offer to sell, assign, pledge, lease or otherwise transfer or encumber the Collateral or any interest therein, without the prior written consent of Secured Party.

(e) Debtor shall keep the Collateral at all times insured against risks of loss or damage by fire (including so called extended coverage), theft and such other casualties as Secured Party may reasonably require, including collision in the case of any motor vehicles, all in such amounts, under such forms of policies, upon such terms, for such periods and written by such companies or underwriters as Secured Party may approve, losses in all cases to be payable to Secured Party and Debtor as their interests may appear. All policies of insurance shall provide that Secured Party's interest therein shall not be invalidated by the act, omission or neglect of anyone other than Secured Party and for at least ten days' prior written notice of cancellation to Secured Party. Debtor shall furnish Secured Party with certificates of such insurance or other evidence satisfactory to Secured Party as to compliance with the provisions of this paragraph. Secured Party may act as attorney for Debtor in making, adjusting and settling claims under and cancelling such insurance and endorsing Debtor's name on any drafts drawn by insurers of the Collateral.

(f) Debtor will keep the Collateral free from any adverse lien, security interest or encumbrance and in good order and repair, shall not waste or destroy the Collateral or any part thereof, and shall not use the Collateral in violation of any statute, ordinance or policy of insurance thereon.

4. **Events of Default**. Debtor shall be in default under this agreement upon the occurrence of any of the following events or conditions, namely: (a) default in the payment or performance of any of the Obligations or of any covenants or liabilities contained or referred to herein or in any of the Obligations; (b) any warranty, representation or statement made or furnished to Secured Party by or on behalf of Debtor proving to have been false in any material respect when made or furnished; (c) loss, theft, substantial damage, destruction, sale or encumbrance to or any of the Collateral, or the making of any levy, seizure or attachment thereof or thereon; (d) dissolution, termination of existence, filing by Debtor or by any third party against Debtor of any petition under any Federal bankruptcy statute, insolvency, business failure, appointment of a receiver of any part of the property of, or assignment for the benefit of creditors by, Debtor; or (e) the occurrence of an event of default in any agreement between Debtor and/or Secured Party.

5. **Remedies**. UPON DEFAULT AND AT ANY TIME THEREAFTER, SECURED PARTY MAY DECLARE ALL OBLIGATIONS SECURED HEREBY IMMEDIATELY DUE AND PAYABLE AND SHALL HAVE THE REMEDIES OF A SECURED PARTY UNDER THE UNIFORM COMMERCIAL CODE, including without limitation the right to take immediate and exclusive possession of the Collateral, or any part thereof, and for that purpose may, so far as Debtor can give authority therefore, with or without judicial process, enter (if this can be done without breach of the peace), upon any premises on which the Collateral or any part thereof may be situated and remove the same therefrom (provided that if the Collateral is affixed to real estate, such removal shall be subject to the conditions stated in the Uniform Commercial Code); and the Secured Party shall be entitled to hold, maintain, preserve and prepare the Collateral for sale, until

disposed of, or may propose to retain the Collateral subject to Debtor's right of redemption in satisfaction of the Debtor's Obligations as provided in the Uniform Commercial Code. Secured Party without removal may render the Collateral unusable and dispose of the Collateral on the Debtor's premises. Secured Party may require Debtor to assemble the Collateral and make it available to Secured Party for possession at a place to be designated by Secured Party which is reasonably convenient to both parties. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Secured Party will give Debtor at least 5 days' notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of Debtor shown at the beginning of this agreement at least ten days before the time of the sale or disposition. Secured Party may buy at any public sale. The net proceeds realized upon any such disposition, after deduction for the expenses of retaking, holding, preparing for sale or lease, selling, leasing and the like and the reasonable attorney's fees and legal expenses incurred by Secured Party, shall be applied in satisfaction of the Obligations secured hereby. The Secured Party will account to the Debtor for any surplus realized on such disposition and the Debtor shall remain liable for any deficiency.

The remedies of the Secured Party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein or under the Uniform Commercial Code shall not be construed as a waiver of any of the other remedies of the Secured Party so long as any part of the Debtor's Obligation remains unsatisfied.

6. **Power of Attorney**. The BORROWERS hereby constitutes and appoints the Secured Party its attorney in fact for the purpose of carrying out the provisions of this Security Agreement and taking any action and executing any instrument which the Secured Party may deem necessary or advisable to accomplish the purposes hereof, which appointment is irrevocable and coupled with an interest.

8. **Notices**. All notices, requests, or other communications (excluding invoices) under this Agreement will be in writing and transmitted via overnight courier, hand delivery or certified or registered mail, postage prepaid and return receipt requested to the parties at the following addresses. The parties agree that all provisions of the Non-Disclosure Agreement executed by and between the parties shall also govern the execution of this Term Sheet.

LENDER **BORROWERS**

9. **Successors and Assigns.** The terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, and to their shareholders, subsidiaries, related and affiliated entities, representatives, successors, assigns, and every person (whether natural or artificial), firm, or entity now or previously affiliated with any of the parties hereto, or who may become affiliated with any of the parties hereto in the future.

10. **Counterparts.** This Agreement may be executed by the parties in one or more counterparts and/or may be executed via facsimile, each of which shall be deemed to be an original.

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

12. **Entire Agreement/Amendments**. This Agreement constitutes the entire agreement and understanding among the parties hereto, and all previous discussions, understandings, representations, promises, negotiations and agreements with respect to the matters included in this Agreement are incorporated into this Agreement and are integrated and are merged herein. This Agreement may not be modified or amended orally. Any addition, deletion, change, amendment or modification of this Agreement must be in writing and signed by all parties hereto.

13. **Severability.** If any portion or part or provision of this Agreement shall be determined by a court or panel of competent jurisdiction to be void or unenforceable, the remainder of this Agreement shall remain valid and enforceable by the parties hereto to the extent permitted by applicable law.

14. **Governing Law/No Adverse Construction**. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada. Any disputes arising hereunder shall be filed in any State Court sitting within the County of Clark, Nevada.

IN WITNESS WHEREOF, the undersigned have executed the above and foregoing Agreement upon the day and year first written above.

[Signatures appear on next two pages]

ACCEPTED BY:

BORROWERS:

BOULEVARD FURNITURE INC

By: SHAFIK BROWN
Its: President

SUBSCRIBED AND SWORN to before me
on this __________ Day of August 2017.

Notary Public

S550 INVESTMENTS INC.

By: SHAFIK BROWN
Its: President

SUBSCRIBED AND SWORN to before me
on this __________ Day of August 2017.

Notary Public

SUNSET FURNITURE INC

By: GARY HOPKINS
Its: President

SUBSCRIBED AND SWORN to before me
on this __________ Day of August 2017.

Notary Public

SL550 INVESTMENTS INC

By: SHAFIK BROWN
Its: President

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on this __________ Day of August 2017.

Notary Public

FURNITURE BOTIQUE LLC

By: SHAFIK BROWN
Its: Managing Member

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on this __________ Day of August 2017.

Notary Public

GENESIS INVESTMENTS INC

By: SHAFIK BROWN
Its: President

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on this __________ Day of August 2017.

Notary Public

GIZMO EMPOWERED INC.

By: SHAFIK BROWN
Its: President

SUBSCRIBED AND SWORN to before me
on this __________ Day of August 2017.

HATARI RESTAURANT & SPORTS BAR LLC

By: SHAFIK BROWN
Its: Managing Member

SUBSCRIBED AND SWORN to before me
on this __________ Day of August 2017.

Notary Public

Notary Public

FUSION RESTAURANT INC

By: SHAFIK BROWN
Its: President

SUBSCRIBED AND SWORN to before me
on this __________ Day of August 2017.

Notary Public

SHAFIK BROWN

By: SHAFIK BROWN

SUBSCRIBED AND SWORN to before me
on this __________ Day of August 2017.

Notary Public

SHAFIK HIRJI

By: SHAFIK HIRJI

SUBSCRIBED AND SWORN to before me
on this __________ Day of August 2017.

Notary Public

YASMIN BROWN

By: YASMIN BROWN

SUBSCRIBED AND SWORN to before me
on this __________ Day of August 2017.

Notary Public

COJ

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

CANCER CARE FOUNDATION, INC. a Nevada non-profit corporation, Plaintiff, vs. BOULEVARD FURNITURE INC, a Nevada corporation; SUNSET FURNITURE INC, a Nevada corporation; FURNITURE BOUTIQUE LLC, a Nevada limited liability company; GIZMO EMPOWERED INC., a Nevada corporation; S550 INVESTMENTS INC., a Nevada corporation; SL550 INVESTMENTS INC, a Nevada corporation; GENESIS INVESTMENTS INC, a Nevada corporation; HATARI RESTAURANT & SPORTS BAR LLC, a Nevada limited liability company; FUSION RESTAURANT INC, a Nevada corporation; SHAFIK HIRJI, an individual; SHAFIK BROWN, an individual; YASMIN BROWN, an individual; and DOES I through X and ROE COMPANIES I through XX Defendants.	Case No.: Dept. No.: CONFESSION OF JUDGMENT

CONFESSION OF JUDGMENT

BOULEVARD FURNITURE INC, a Nevada corporation; SUNSET FURNITURE INC, a Nevada corporation; FURNITURE BOUTIQUE LLC, a Nevada limited liability company; GIZMO EMPOWERED INC., a Nevada corporation; S550 INVESTMENTS INC., a Nevada corporation; SL550 INVESTMENTS INC, a Nevada corporation; GENESIS INVESTMENTS INC, a Nevada corporation; HATARI RESTAURANT & SPORTS BAR LLC, a Nevada limited liability company; FUSION RESTAURANT INC, a Nevada corporation; SHAFIK HIRJI, an individual; SHAFIK BROWN, an individual; YASMIN BROWN, an individual; the Defendants in the above-entitled matter (hereinafter collectively "DEFENDANTS"), hereby Confess Judgment in the above-entitled matter in favor of Plaintiff, CANCER CARE FOUNDATION, INC., a Nevada non-profit corporation in the sum of $1,213,088.50 (One Million Two Hundred Thirteen Thousand Eighty-Eight Dollars and Fifty Cents) and authorize entry of Judgment against DEFENDANTS, jointly and severally, in that sum, (less credit for any payments received by CANCER CARE FOUNDATION, INC. pursuant to the Change in Terms Agreement) which is further discussed below. This Confession of Judgment arises out of the following factual situation:

I. SUMMARY OF FACTS.

1. On November 7, 2016, PLAINTIFF and DEFENDANTS entered into a written secured loan agreement, secured promissory note, written security agreement and confession of judgment, wherein Plaintiff, CANCER CARE FOUNDATION, INC. provided a loan to BOULEVARD FURNITURE INC, SHAFIK HIRJI, and SHAFIK BROWN, in the original principal amount of $200,000.00 (Two Hundred Thousand Dollars)("Loan No. 1").

2. On December 20, 2016, PLAINTIFF AND DEFENDANTS entered into a second written secured loan agreement, secured promissory note, written security agreement and confession of judgment, wherein Plaintiff, CANCER CARE FOUNDATION, INC. provided a loan to BOULEVARD FURNITURE INC, SHAFIK HIRJI, and SHAFIK BROWN, in the original principal amount of $100,000.00 (One Hundred Thousand Dollars) ("Loan No. 2");

3. The DEFENDANTS defaulted on the payments pursuant to the terms of the written secured loan agreement, secured promissory note, written security agreement and confession of judgment for Loan No. 1 and Loan No. 2;

4. On August 27, 2017, the parties entered into a CHANGE IN TERMS AGREEMENT, whereby DEFENDANTS and PLAINTIFF agreed to modify the payment terms of each of the LOANS, extend the Maturity Date, adjust the interest rates and amend the

repayment schedule to make certain payments (the "Change in Terms Agreement"). A true and correct copy is attached hereto as Exhibit "1" and incorporated herein by this reference.

II. REPAYMENT TERMS.

Pursuant to the Change in Terms Agreement, the Parties agreed to modify the past due balance ($705,588.50) due on the Loans to $585,000.00, reduce the interest rates based upon the following terms, among others, provided that all payments are timely made as follows:

a. Term. The LOAN TERM shall be modified from that stated in each of the LOAN DOCUMENTS to a term of Forty-Eight (48) months (the "TERM") commencing on September 1, 2017.

b. Maturity Date. The maturity date of each of the LOANS shall be modified to August 1, 2021 (the "MATURITY DATE"). On the MATURITY DATE, all unpaid principal, interest, late fees, interest late fees shall become due and payable.

c. Interest Rate. The LOAN BALANCE shall accrue interest at an annual rate of thirty (30%) percent (the "INTEREST RATE") until such time that the LOAN BALANCE is paid full. Should BORROWERS DEFAULT or not timely make each of their MONTHLY PAYMENTS, then the INTEREST RATE shall automatically revert back to the original interest rate of fifty (50%) percent retroactively.

d. Payment. The LOAN BALANCE of $585,000.00 (Five Hundred Eighty-Five Thousand Dollars) shall be repaid in forty-eight (48) monthly payments of interest only in the amount of $14,625.00 (Fourteen Thousand Six Hundred Twenty-Five Dollars) each via certified funds (the "MONTHLY PAYMENT") on the 1st of each month (the "MONTHLY PAYENT DUE DATE"). The initial MONTHLY PAYMENT shall be due on September 1, 2017 (the "INITIAL PAYMENT").

e. Default. If BORROWERS fail to make any INITIAL PAYMENT or MONTHLY PAYMENT by 5:00 p.m. on the Monthly Payment Due Date, then BORROWERS will be in Default (the "DEFAULT") and LENDER will be entitled to immediately file the Confession of Judgment for the full PAST DUE BALANCE, plus accrued attorneys' fees and costs, plus any future attorneys' fees and costs as set forth in the Confession of Judgment, less credit for any payments made with valid and sufficient funds.

III. ENTRY OF JUDGMENT

5. In the event the DEFENDANTS fail to make any monthly payment that is due, then DEFENDANTS shall be in default of the Change in Terms Agreement. Upon default, CANCER CARE FOUNDATION, INC. shall be entitled to immediately file this Confession of Judgment and have judgment entered in an amount of $1,213,088.50, jointly and severally, against the DEFENDANTS, (less credit for any payments that have been received by Plaintiff pursuant to the terms of this Confession of Judgment and Change in Terms Agreement). Additionally, interest shall continue to accrue at the contract default rate of 50% per year.

6. We are authorized, consent and agree to execute this Confession of Judgment, and authorize entry of the Judgment based upon this Confession of Judgment Statement. We understand that this Confession of Judgment will not be filed and entered with the court, unless the DEFENDANTS default under the terms of the Change in Terms Agreement.

7. We consent and agree that should DEFENDANTS default on the terms of the Change In Terms Agreement, that CANCER CARE FOUNDATION, INC. shall be granted an immediate Judgment, jointly and severally, against the DEFENDANTS, which includes the principal amount due, accrued interest, attorneys' fees and costs, plus future interest at the contract rate of 50% annually, plus future attorneys' fees in the amount of $50,000.00, plus future costs in the amount of $7,500.00, fees and costs incurred in collecting judgement, together with interest until such time that the judgment is paid in full.

8. Should DEFAULT occur, this confession of judgment shall be immediately filed and entered in the Eighth Judicial District Court of Clark County Nevada, in favor of Plaintiff, CANCER CARE FOUNDATION, INC. and against the Defendants, BOULEVARD FURNITURE INC, SUNSET FURNITURE INC, FURNITURE BOUTIQUE LLC, GIZMO EMPOWERED INC., S550 INVESTMENTS INC., SL550 INVESTMENTS INC, GENESIS INVESTMENTS INC, HATARI RESTAURANT & SPORTS BAR LLC, FUSION RESTAURANT INC, SHAFIK HIRJI, SHAFIK BROWN, and YASMIN BROWN, jointly and severally, as follows:

BOULEVARD ____ SUNSET ____ FURNITURE BOUTIQUE ____ GIZMO ____

S550 ____ SL550 ____ GENISIS ____ HATARI ____ FUSION ____ HIRJI ____ BROWN, ____ Y. BROWN

Principal	$	300,000.00
Interest and late fees (2016- August 2017)	$	405,588.50
Interest (through August 1, 2021)	$	450,000.00
Future Attorneys' fees	$	50,000.00
Future Court costs	$	7,500.00
TOTAL JUDGMENT	**$**	**1,213,088.50**

VERIFICATION

We have read the foregoing Confession of Judgment Statement and know the contents thereof. The matters stated herein are true of our own knowledge, except as to matters stated therein on information and belief, and as to those matters, we believe them to be true. All of the above-stated facts are within our personal knowledge and if called as a witness we could and would testify competently thereto. We authorize the entry of Judgment in the amount of $1,213,088.50, jointly and severally against the DEFENDANTS. The judgment amount is justly due based upon our Change in Terms Agreement (Exhibit 1). The judgment amount does not exceed the amounts we have expressly agreed to in the Change in Terms Agreement.

Upon entry of this judgment, Plaintiff shall be entitled to any post-judgment attorneys' fees and costs incurred in enforcing the judgment, together with post-judgment interest at the Contract rate of 50.00% and costs until such time that the judgment is paid in full.

IN WITNESS WHEREOF, the parties hereto have caused this Confession of Judgment to be executed by their duly authorized representatives as of the date set forth herein.

We declare under penalty of perjury under the Laws of the State of Nevada that the foregoing is true and correct.

DATED: this _____ day of August, 2017.

[SIGNATURES CONTINUED ON PAGES 6-7]

BOULEVARD FURNITURE INC

____
By: SHAFIK BROWN
Its: President

SUBSCRIBED AND SWORN to before me
on this __________ Day of August 2017.

____
Notary Public

S550 INVESTMENTS INC.

____
By: SHAFIK BROWN
Its: President

SUBSCRIBED AND SWORN to before me
on this __________ Day of August 2017.

____
Notary Public

SUNSET FURNITURE INC

____
By: GARY HOPKINS
Its: President

SUBSCRIBED AND SWORN to before me
on this __________ Day of August 2017.

____
Notary Public

SL550 INVESTMENTS INC

____
By: SHAFIK BROWN
Its: President

SUBSCRIBED AND SWORN to before me
on this __________ Day of August 2017.

____
Notary Public

FURNITURE BOUTIQUE LLC

____
By: SHAFIK BROWN
Its: Managing Member

SUBSCRIBED AND SWORN to before me
on this __________ Day of August 2017.

____
Notary Public

GENESIS INVESTMENTS INC

____
By: SHAFIK BROWN
Its: President

SUBSCRIBED AND SWORN to before me
on this __________ Day of August 2017.

____
Notary Public

GIZMO EMPOWERED INC.

____
By: SHAFIK BROWN
Its: President

SUBSCRIBED AND SWORN to before me
on this __________ Day of August 2017.

____
Notary Public

HATARI RESTAURANT & SPORTS BAR LLC

____
By: SHAFIK BROWN
Its: Managing Member

SUBSCRIBED AND SWORN to before me
on this __________ Day of August 2017.

____
Notary Public

FUSION RESTAURANT INC

____
By: SHAFIK BROWN
Its: President

SUBSCRIBED AND SWORN to before me
on this __________ Day of August 2017.

____
Notary Public

SHAFIK BROWN

____
By: SHAFIK BROWN
Its: an individual, as guarantor

SUBSCRIBED AND SWORN to before me
on this __________ Day of August 2017.

____
Notary Public

SHAFIK HIRJI

____
By: SHAFIK HIRJI
Its: an individual, as guarantor

SUBSCRIBED AND SWORN to before me
on this __________ Day of August 2017.

____
Notary Public

YASMIN BROWN

____
By: YASMIN BROWN
Its: an individual, as guarantor

SUBSCRIBED AND SWORN to before me
on this __________ Day of August 2017.

____
Notary Public

EXHIBIT "20"

Affidavit of Shafik Hirji dated November 30, 2017

AFFIDAVIT OF SHAFIK HIRJI

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

SHAFIK HIRJI, being first duly sworn deposes and says under penalty of perjury:

1. I am a Defendant in this matter and I make this Affidavit based upon my personal knowledge and in support of the Motion to Vacate the Judgment Entered on November 1, 2017 pursuant to NRCP 60(b), and am competent to testify as to the matters set forth herein.

2. I am from Tanzania, which is in East Africa. I was thirteen years old when I moved to the United States in 1971. I struggled in school because English was my second language. I ultimately dropped out of High School in New York at the beginning of my junior year. In 2002, I moved to Nevada.

3. Around September 2016, I met Steven Barket at the Mercedes dealer. My son, Shafik Brown (hereafter "Brown"), owns Boulevard Furniture Inc., which does business as Furniture Fashions and is a chain of furniture stores with three locations in Las Vegas. I operate Furniture Fashions. After our initial meeting, Barket purchased a sofa and other furniture from Furniture Fashions. We quickly became close friends.

4. We met often on a casual basis to discuss our business operations over coffee or lunch. Barket told me he owned and/or operated various lucrative business ventures. Barket told me he was most passionate about his internet marketing business. In or around September/October 2016, Barket told me that he finished a job for Sheldon Adelson, the owner of the Venetian Hotel & Casino, and was paid two hundred fifty thousand ($250,000.00) dollars; and worked with many other reputable businessmen on Wall Street, Washington D.C., and Florida. Barket claimed that he received stock, which is now worth millions of dollars and wanted to make investments with it. Around September 2016, Barket told me that he had a net worth of approximately eighteen million ($18,000,000.00) dollars.

5. In October 2016, Barket asked me if Brown and I could use extra money, explaining that he had money he wanted to invest with Brown and Furniture Fashions. I believed that we could use the extra money and I told him I would to Brown.

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6. I trusted Barket based on our friendship and Barket's representations that he owned and/or operated various lucrative business ventures. Between November 7, 2016 and January 20, 2017 Barket coordinated with me to make a series of "investments" with Brown, Furniture Fashions, and other entities owned by Brown, which needed to be structured as loans from my businesses and partner(s) for tax purposes.

7. The Confession of Judgment, which were entered in this action on November 1, 2017 is derived from two of the "investments"/loans that Barket orchestrated, which are in issue in Case No. A-17-756274-C. There is another Confession of Judgment, which was entered in another related matter by Trata, Inc., on November 1, 2017 in Case No. A-17-763995-C, for two additional "investments"/ loans that were orchestrated by Barket and are in issue in Case No. A-17-756274-C.

8. In September 2016, Barket told me he wanted to invest two hundred thousand ($200,000.00) dollars, which would need to be structured as a loan from one of his businesses through his partner for tax purposes. Barket told me that for tax reasons the loan repayment would need to be structured with an interest rate of fifty (50%) percent for twelve (12) months. Brown and I agreed.

9. Barket told Brown and I to go to Law Office of Cohen-Johnson, LLC, on November 7, 2016, to execute a secured promissory note and security agreement on behalf of Boulevard Furniture Inc. for a loan from one of his businesses and to receive a check for two hundred thousand ($200,000.00) dollars. Brown and I went to the law office and executed a confession of judgment, secured promissory note and security agreement for a loan from Cancer Care Foundation, Inc. (hereafter "CCFI").

10. In December 2016, Barket informed Brown and I that he wanted to make another "investment"/ loan. I asked Barket if he wanted to invest three hundred thousand ($300,000.00) dollars and Barket said yes. Barket reiterated that for tax reasons, the three hundred thousand ($300,000.00) dollar investment would have to be characterized as a loan and would have to go through one of his business and be handled by one of his partners.

11. I informed Barket that the loan/investment would have to be structured as a four (4) year loan with an interest rate of ten (10%) percent. Barket agreed. Shortly before Brown and I were to execute the confession of judgment, secured promissory note and security agreement for the loan, Barket informed me that he had one hundred thousand ($100,000.00) dollars available

at that time, but would have the other two hundred thousand ($200,000.00) dollars shortly thereafter and would amend the note and security agreement at that time.

12. Barket told Brown and I to go to the Law Office of Cohen-Johnson, LLC, on December 20, 2016 to execute a secured promissory note and security agreement on behalf of Boulevard Furniture Inc. for a loan from one of his businesses and to receive a check for one hundred thousand ($100,000.00) dollars. Brown and I went to the law office and executed a confession of judgment, secured promissory note and security agreement for a loan from CCFI.

13. Barket did not provide the additional two hundred thousand ($200,000.00) dollars. Later, Brown and I discovered that note for the loan provided that it would need to be repaid within four months with an interest rate of fifty (50%) percent rather than a four (4) year loan with an interest rate of ten (10%) percent.

14. Between November 7, 2016 and March 4, 2017, Barket demanded and received a total of approximately three hundred seventy five thousand ($375,000.00) dollars from Brown and I. Barket claimed he would return the money within a few weeks, but did not return any of the money. Instead, Barket demanded that we pay him additional money. Brown and I refused.

15. Barket got angry and threatened to harm me physically and/or to harm Brown and my family financially, if we did not give him more money. Brown and I refused to give Barket more money.

16. On or about March 4, 2017, I contacted Sharda to inform him that Barket demanded and received approximately three hundred seventy five thousand ($375,000.00) dollars. I informed Sharda that Barket continued to demand more money, which we did not have.

17. Sharda informed me of Barket's misrepresentations. Specifically, Barket did not loan any money to us; Barket was not an agent of CCFI; Barket did not have an interest in CCFI; and Barket did not have the power to bind CCFI. Sharda informed me further that Barket did not apply any of the money he received toward the outstanding loans.

18. Sharda informed me that he was an agent of CCFI, had the power to bind the business, and that CCFI loaned Brown and I the money. Brown and I stopped communicating with Barket.

19. On June 1, 2017 Barket filed a Verified Complaint against Me, Brown, Sharda, and Furniture Boutique, LLC, regarding a series of "investments"/loans Barket orchestrated. On June 29, 2017, Brown, Furniture Boutique, LLC, and I filed a Motion to Dismiss the Verified Complaint through our undersigned counsel. Our Motion to Dismiss was served on Sharda's

counsel, Bryan Naddafi, Esq., on or about July 5, 2017. The Motion to Dismiss was granted in part and denied in part. On August 11, 2017, Sharda filed an Answer and Counterclaim through his counsel Bryan Naddafi, Esquire.

20. Sharda worked with Brown and I regarding the repayment terms for all of the loans. Sharda orally agreed to modify the repayment terms for all four loans. There were two loans from CCFI and two loans from Trata, Inc. (hereafter "Trata"). The loans from Trata were made for the purpose of opening a new furniture store. Sharda orally agreed to modify the repayment terms for all four loans and to suspend all the repayment obligations until we reached an agreement for a new repayment schedule for all four loans if we agreed to add Sharda as a 50% owner/partner in the new furniture store. Brown and I agreed and added Sharda as a 50% owner/ partner.

21. Between April 2017 and August 2017, Sharda orally modified and suspended our repayment obligations for all four loans. On or about August 30, 2017, Sharda orally agreed to accept payments of $25,000 from Brown and I for all four loans for a period of three months beginning in September 2017 with the payments increasing in December 2017 to approximately $33,000 a month for the duration of all the loans.

22. Toward the later part of August 2017, Sharda told me during a lunch meeting that his family was pressuring him to execute a formal contract commemorating the terms of the modified oral repayment schedule, which was to begin in September 2017. I agreed.

23. On August 29, 2017, Sharda sent an email advising me that his attorney, Bryan Naddafi, Esq., directed him to send a Notice of Default and a proposed Change in Terms Agreement, which Mr. Naddafi drafted. The terms of the Agreement provided that it was between CCFI, Brown, Boulevard Furniture Inc., and I, as well as multiple other unrelated parties and companies, which includes Sunset Furniture, Inc.; Furniture Boutique, LLC; Gizmo Empowered Inc.; S550 Investments, Inc.; Genesis Investments, Inc.; Hatari Restaurant & Sports Bar, LLC; Fusion Restaurant, Inc.; and my daughter, Yasmin Brown (hereafter "Yasmin").

24. Sharda and I had several conversations over the next two days. Sharda reiterated that he was having a lot of stress and family conflict because of the four loans he made to Brown and I. Sharda told me that I could resolve his family conflict by simply signing the Change in Terms Agreements for Trata, Inc., and CCFI. I agreed. Sharda told me to appear at Bryan Naddafi's office at 9480 S. Eastern Avenue, Ste. #257 Las Vegas, Nevada 89123 on September 1, 2017

with Brown and Yasmin to execute the Agreements.

25. Mr. Naddafi did not notify our counsel of the Change in Terms Agreements or advise us to consult with counsel before executing such agreements, even though the loans are the subject of the ongoing litigation in Case No. A-17-756274-C. Mr. Nadaffi did not advise us that he revised and increased the repayment terms for CCFI Agreement that was provided to us two days earlier.

26. Pursuant to the terms of the Agreements, Brown and I were required to make three initial payments of $25,000.00 on September 25, 2017; October 25, 2017; and November 25, 2017.

27. Brown and I made the first payment in September 2017.

28. In October 2017, I called Sharda to make the October 2017 payment. Sharda refused to accept the payment and advised me that the loans were sold and transferred to another company.

29. Sharda said that we should receive written correspondence regarding the assignments shortly thereafter from the company that acquired the loans. Brown and I received a letter from Brooklyn Asset Management, LLC, dated October 17, 2017, advising us that the loans with CCFI and Trata, were acquired by and transferred to BAM.

30. I called BAM, several times to request an account number(s) for the payment(s) and to confirm the mailing address for the payment(s). I initially spoke to Kim, a representative for BAM, who advised me that she did not know who BAM was, did not have an account number for me, and told me not send any payment to the address provided in the correspondence dated October 17, 2017 because they did not accept payments at that location. Kim said she would get back to me shortly with the information.

31. I contacted Sharda to inform him of the situation and asked if I could make the October payment to Sharda. Sharda refused to accept the payment. I called BAM, again and spoke to Kim, who said she had not heard from anyone. On October 30, 2017, I sent correspondence to BAM confirming the foregoing events.

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32. I received a call from Kay Sorrels, who identified herself as an agent of BAM. Ms. Sorrels said she would stop by the furniture store at 3500 S. Maryland Pkwy., Ste 171 on November 1, 2017 to pickup the payments. On November 1, 2017, Ms. Sorrels did not go to the furniture store. On November 2, 2017, I sent the payments to BAM with correspondence informing BAM that Ms. Sorrels did not go to the store on November 1, 2017. On November 2, 2017, I called Ms. Sorrels to ask why she did not go to the store on November 1, 2017 and she told me that the matter had been assigned to legal counsel. I did not receive any response from BAM. Later, I learned that CCFI and Trata filed Confessions of Judgments in this case and Case No. A-17-763995-C on November 1, 2017.

33. Sharda has continued to reach out to me. Sharda continues to reiterate that the "investments"/loans from CCFI and Trata were assigned to BAM and all actions are being taken by and on behalf of BAM, not CCFI and Trata.

FURTHER YOUR AFFIANT SAYETH NAUGHT.

SHAFIK HIRJI

SUBSCRIBED and SWORN to before me this 30th day of November, 2017.

Glenda Guo

NOTARY PUBLIC in and for said COUNTY and STATE

GLENDA GUO
Notary Public State of Nevada
No. 99-58298-1
My Appt. Exp. Jan. 20, 2018

EXHIBIT "21"

Cancer Care and Trata Assignments

Recording Requested By:

When Recorded Return To:

ASSIGNMENT OF SECURED PROMISSORY NOTE

THIS ASSIGNMENT (herein "ASSIGNMENT") is made and entered into as of this 13th day of October 2017 (the "Effective Date") by and between Cancer Care Foundation, Inc. a Nevada non-profit corporation (hereafter referred to as "LENDER" or "ASSIGNOR") and Brooklyn Asset Management LLC a Nevada limited liability company and/or its assigns (hereafter referred to as "PURCHASER" or "ASSIGNEE"). Each may be referred to individually as "Party" or collectively as "Parties" herein.

LENDER is the holder of a SECURED PROMISSORY NOTE dated September 1, 2017, in the face amount of $585,000.00, due and payable by BORROWERS: Boulevard Furniture, Inc., a Nevada corporation ("BOULEVARD INC.") with a principal place of business located at 3500 So. Maryland Parkway, Suite 171, Las Vegas, Nevada 89169, Sunset Furniture, Inc. a Nevada corporation, with a principal place of business located at 7560 Jacaranda Bay Street, Las Vegas, Nevada 89139 (herein "SUNSET") Furniture Boutique LLC, a Nevada limited liability company (herein "FURNITURE BOUTIQUE") with a principal place of business located at 1431 W. Sunset Blvd., Henderson, Nevada 89014, Gizmo Empowered Inc., a Nevada corporation (herein 'GIZMO"), S550 Investments Inc. a Nevada corporation (herein 'S550"), SL550 Investments, Inc., a Nevada corporation ("SL550"), Genesis Investments, Inc., a Nevada corporation ("GENESIS"), Hatari Restaurant & Sports Bar, LLC, a Nevada limited liability company ("HATARI"), Fusion Restaurant, Inc. a Nevada corporation ("FUSION"), Shafik Hirji, an individual (herein 'HIRJI") and Shafik Brown, an individual (herein "BROWN") and Yasmin Brown, an individual ("Y. BROWN") (collectively "BORROWER(S)") ("the SECURED PROMISSORY NOTE")

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR hereby transfers and assigns the SECURED PROMISSORY NOTE DATED September 1, 2017 to ASSIGNEE as of October 13, 2017 such assignment is made WITHOUT RECOURSE, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date above.

CANCER CARE FOUNDATION, INC.

By: NAV SHARDA
Its: President/Chairman

SUBSCRIBED AND SWORN to before me on this 13th Day of October, 2017.
Notary Public

DIANNA MARIE MULLIS
Notary Public-State of Nevada
APPT. NO. 10-2172-1
My App. Expires May 19, 2018

Recording Requested By:

When Recorded Return To:

ASSIGNMENT OF SECURED PROMISSORY NOTE

THIS ASSIGNMENT (herein "ASSIGNMENT") is made and entered into as of this 13th day of October 2017 (the "Effective Date") by and between Trata, Inc., a Nevada corporation (hereafter referred to as "LENDER" or "ASSIGNOR") and Brooklyn Asset Management LLC a Nevada limited liability company and/or its assigns (hereafter referred to as "PURCHASER" or "ASSIGNEE"). Each may be referred to individually as "Party" or collectively as "Parties" herein.

LENDER is the holder of a SECURED PROMISSORY NOTE dated September 1, 2017, in the face amount of $1,531,564.50, due and payable by BORROWERS: Boulevard Furniture, Inc., a Nevada corporation ("BOULEVARD INC.") with a principal place of business located at 3500 So. Maryland Parkway, Suite 171, Las Vegas, Nevada 89169, Sunset Furniture, Inc. a Nevada corporation, with a principal place of business located at 7560 Jacaranda Bay Street, Las Vegas, Nevada 89139 (herein "SUNSET") Furniture Boutique LLC, a Nevada limited liability company (herein "FURNITURE BOUTIQUE") with a principal place of business located at 1431 W. Sunset Blvd., Henderson, Nevada 89014, Gizmo Empowered Inc., a Nevada corporation (herein 'GIZMO"), S550 Investments Inc. a Nevada corporation (herein 'S550"), SL550 Investments, Inc., a Nevada corporation ("SL550"), Genesis Investments, Inc., a Nevada corporation ("GENESIS"), Hatari Restaurant & Sports Bar, LLC, a Nevada limited liability company ("HATARI"), Fusion Restaurant, Inc. a Nevada corporation ("FUSION"), Shafik Hirji, an individual (herein 'HIRJI") and Shafik Brown, an individual (herein "BROWN") and Yasmin Brown, an individual ("Y. BROWN") (collectively "BORROWER(S)")on the one hand, hereby jointly and severally promise(s) to pay to the order of Trata, Inc. a Nevada corporation (herein "LENDER") on the other hand, with a principal place of business at 3509 E. Harmon Ave, Las Vegas, Nevada 89121 ("the SECURED PROMISSORY NOTE")

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR hereby transfers and assigns the SECURED PROMISSORY NOTE DATED September 1, 2017 to ASSIGNEE as of October 13, 2017 such assignment is made WITHOUT RECOURSE, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date above.

TRATA, INC.

By: NAV SHARDA
Its: President

SUBSCRIBED AND SWORN to before me on this 13th Day of October, 2017,

Notary Public

DIANNA MARIE MULLIS
Notary Public-State of Nevada
APPT. NO. 10-2172-1
My App. Expires May 19, 2018

EXHIBIT "22"

October 17, 2017 Correspondence re: transfer

TRATA, INC.
3509 E Harmon Avenue
Las Vegas, Nevada 89121

October 17, 2017

Re:	Secured Promissory Note dated September 1, 2017
Lender:	Trata, Inc.
Borrowers:	Boulevard Furniture, Inc. Furniture Boutique LLC Gizmo Empowered Inc. S550 Investments Inc. SL550 Investments, Inc Genesis Investments, Inc. Hatari Restaurant & Sports Bar, LLC Fusion Restaurant, Inc. Shafik Hirji Shafik Brown Yasmin Brown (collectively "Borrowers")

IMPORTANT NOTICE REGARDING YOUR LOAN WITH TRATA, INC.

Dear Client:

At Trata, Inc. our relationship with you always has been important and appreciated. We are writing today to thank you for your business and share some important news.

Effective October 13, 2017, your loan with Trata, Inc. has been acquired by and transferred to Brooklyn Asset Management, LLC. Brooklyn Asset Management, LLC will service and manage your loan.

Because your loan has been transferred, you should not send future payments to Trata, Inc., as this could delay the date on which payments are credited to your loan. Brooklyn Asset Management, LLC requires that all future payments due on the loan be sent directly to our office with a copy of this letter. Please mail all future payments to:

Brooklyn Asset Management, LLC
347 5th Avenue, Suite 1402
New York, New York 10016
(212) 213-3810

If you have questions regarding this notification or other issues pertaining to your loan, please contact the following Customer Service for further information:

Thank You for your patronage and cooperation.

Sincerely,

TRATA, INC.

BROOKLYN ASSET MANAGEMENT, LLC

347 5th Ave, Suite 1402
New York, New York 10016
brooklynassetmanagement.com

October 17, 2017

Boulevard Furniture, Inc.
3500 S Maryland Pkwy
Suite 171
Las Vegas, Nevada 89169

Re:	Secured Promissory Note dated September 1, 2017
Lender:	Trata, Inc.
Borrowers:	Boulevard Furniture, Inc. Furniture Boutique LLC Gizmo Empowered Inc. S550 Investments Inc. SL550 Investments, Inc Genesis Investments, Inc. Hatari Restaurant & Sports Bar, LLC Fusion Restaurant, Inc. Shafik Hirji Shafik Brown Yasmin Brown (collectively "Borrowers")

IMPORTANT NOTICE REGARDING YOUR LOAN WITH TRATA, INC.

Dear Customer:

Effective October 13, 2017, your loan with Trata, Inc. has been acquired and transferred to Brooklyn Asset Management, LLC. If you request or otherwise receive from Trata, Inc. a statement regarding your loan after the date it was transferred to us, you might receive an inaccurate statement. Please disregard such statement and contact Brooklyn Asset Management, LLC directly for balance information.

PAYMENTS

Because your loan has been transferred, you should not send any future payments to Trata, Inc. as this could delay the date on which payments are credited to your loan. Brooklyn Asset Management, LLC requires that all future payments due on the loan be sent directly to our office with a copy of this letter. Please mail all future payments to:

Brooklyn Asset Management, LLC
347 5th Avenue, Suite 1402
New York, New York 10016

Do not delay payment as doing so could subject you to late payment charges, additional fees, acceleration and other conditions as set forth in the Secured Promissory Note.

Please be further advised that no delay or failure of the Brooklyn Asset Management, LLC in exercising its rights or remedies under the loan documents shall affect such rights or remedies, nor shall any single or partial exercise of any right or remedy preclude the exercise of any other right or remedy. In addition, no delay or failure of the Brooklyn Asset Management, LLC to demand strict compliance with the terms of the loan documents shall be deemed to constitute a course of conduct inconsistent with the Brooklyn Asset Management, LLCs right at any time to demand strict compliance with the loan terms.

Please note that the acceptance of payments by Brooklyn Asset Management, LLC shall not be deemed a waiver of Brooklyn Asset Management, LLCs rights and/or remedies under the loan documents. Brooklyn Asset Management, LLCs receipt, acceptance and or application of any partial payments from the borrower(s) or from any other parties, shall not serve to cure any defaults and acceptance of any partial payments by Brooklyn Asset Management, LLC is done with and under a reservation of all of Brooklyn Asset Management, LLCs rights.

QUESTIONS

All notices, demands, requests, and other communication to Brooklyn Asset Management, LLC shall be made to:

Brooklyn Asset Management, LLC
347 5th Avenue, Suite 1402
New York, New York 10016
(212) 213-3810

Thank you for your patronage and cooperation.

Best regards,

BROOKLYN ASSET MANAGEMENT LLC

BROOKLYN ASSET MANAGEMENT, LLC

347 5th Ave, Suite 1402
New York, New York 10016
brooklynassetmanagement.com

October 17, 2017

Boulevard Furniture, Inc.
3500 S Maryland Pkwy
Suite 171
Las Vegas, Nevada 89169

Re: Secured Promissory Note dated September 1, 2017

Lender: Cancer Care Foundation, Inc.

Borrowers: Boulevard Furniture, Inc.
Furniture Boutique LLC
Gizmo Empowered Inc.
S550 Investments Inc.
SL550 Investments, Inc
Genesis Investments, Inc.
Hatari Restaurant & Sports Bar, LLC
Fusion Restaurant, Inc.
Shafik Hirji
Shafik Brown
Yasmin Brown (collectively "Borrowers")

IMPORTANT NOTICE REGARDING YOUR LOAN WITH CANCER CARE FOUNDATION, INC.

Dear Customer:

Effective October 13, 2017, your loan with Cancer Care Foundation, Inc. has been acquired and transferred to Brooklyn Asset Management, LLC. If you request or otherwise receive from Cancer Care Foundation, Inc. a statement regarding your loan after the date it was transferred to us, you might receive an inaccurate statement. Please disregard such statement and contact Brooklyn Asset Management, LLC directly for balance information.

PAYMENTS

Because your loan has been transferred, you should not send any future payments to Cancer Care Foundation, Inc. as this could delay the date on which payments are credited to your loan. Brooklyn Asset Management, LLC requires that all future payments due on the loan be sent directly to our office with a copy of this letter. Please mail all future payments to:

Brooklyn Asset Management, LLC
347 5th Avenue, Suite 1402
New York, New York 10016

Do not delay payment as doing so could subject you to late payment charges, additional fees, acceleration and other conditions as set forth in the Secured Promissory Note.

Please be further advised that no delay or failure of the Brooklyn Asset Management, LLC in exercising its rights or remedies under the loan documents shall affect such rights or remedies, nor shall any single or partial exercise of any right or remedy preclude the exercise of any other right or remedy. In addition, no delay or failure of the Brooklyn Asset Management, LLC to demand strict compliance with the terms of the loan documents shall be deemed to constitute a course of conduct inconsistent with the Brooklyn Asset Management, LLCs right at any time to demand strict compliance with the loan terms.

Please note that the acceptance of payments by Brooklyn Asset Management, LLC shall not be deemed a waiver of Brooklyn Asset Management, LLCs rights and/or remedies under the loan documents. Brooklyn Asset Management, LLCs receipt, acceptance and or application of any partial payments from the borrower(s) or from any other parties, shall not serve to cure any defaults and acceptance of any partial payments by Brooklyn Asset Management, LLC is done with and under a reservation of all of Brooklyn Asset Management, LLCs rights.

<u>QUESTIONS</u>
All notices, demands, requests, and other communication to Brooklyn Asset Management, LLC shall be made to:

Brooklyn Asset Management, LLC
347 5th Avenue, Suite 1402
New York, New York 10016
(212) 213-3810

Thank you for your patronage and cooperation.

Best regards,

BROOKLYN ASSET MANAGEMENT LLC

EXHIBIT "23"

October 30, 2017 Correspondence re: call with Kim

To Brooklyn Asset Management LLC/Kim, October 30, 2017

I have called Brooklyn Asset Management LLC multiple times and finally got a hold of them. I was calling to find out what account number to put on my payments and to verify the address I send the payments to for Trata, Inc, and Cancer Care Foundation, Inc. I talked to Kim and she said that Brooklyn Asset Management LLC does not accept payments at the address listed on the letter, which is 347 5th Avenue, Suite 1402, New York, New York 10016. Kim said that she does not know the account number to put on my payments. Kim said she would get back to me when she has the information I am looking for. I called back a second time and Kim said she still has not heard from anyone. I have not received a call back about the information I am looking for. Please contact me at 702-885-8885 when you have this information.

CC: Trata, Inc
CC: Cancer Care Foundation, Inc

Shafik Hirji
Boulevard Furniture Inc

The UPS Store - ~~#97~~
1350 E. Flamingo Rd. Ste 13B
Las Vegas, NV 89119
(702) 732-0024

10/30/17 11:51 AM

We are the one stop for all your
shipping, postal and business needs.

Please visit our web site,
www.theupsstorelocal.com/0097

001 001020 (001) Brooklyn TO $ 27.93
2DA
Tracking# 1Z88E6F40287716495
002 001020 (001) Trata TO $ 18.26
2DA
Tracking# 1Z88E6F40254383755
003 001020 (001) CancerCare TO $ 18.26
2DA
Tracking# 1Z88E6F40287717672
004 000003 (011) TO $ 5.00
Notary

SubTotal $ 69.45
Total $ 69.45

US DEBIT $ 69.45
ACCOUNT NUMBER * ************0323

Verified By PIN

ENTRY METHOD: ChipRead
MODE: Issuer
AID: A0000000980840
TVR: 8080048000
TSI: 6800
AC: D7A60AB0687214A9
ARC: 00

Receipt ID 8288544989856188B482 004 Items
CSH: Marcia Tran: 0986 Reg: 002

Sale

************0323
Debit Entry Method: EMV

Trace: Appr Code:021114
Retrieval #:MK0625292430 Batch #:

Amount $ 69.45
==========
Merchant Total $ 69.45