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BOUTIQUE

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

DOCUMENT “29”

DOCUMENT “29”



1 APPX
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Attorney for Defendants, Shafik Hirji,
5 *Shafik Brown, and Furniture Boutique, LLC*

6 DISTRICT COURT

7 CLARK COUNTY, NEVADA

8 STEVEN BARKET, an individual; and G65
VENTURES, LLC, a Nevada Limited Liability
9 Company,

Case No.: A-17-756274-C
Case No.: A-18-770121-C
Dept. No.: IV

10 Plaintiffs,

11 vs.

12 SHAFIK HIRJI, an individual; SHAFIK
BROWN, an individual; and NAVEET
13 SHARDA, an individual; FURNITURE
BOUTIQUE, LLC, a Nevada Limited
14 Liability Company, and DOES I-X, inclusive
and ROE CORPORATIONS XI through XX.

15 Defendants.
16 _____/

17 NAVEET SHARDA, an individual;
TRATA, INC., a Nevada Corporation;

18 Counterclaimants,
19

20 vs.

21 STEVEN BARKET, an individual,

22 Counterdefendant.
23 _____/

24 SHAFIK HIRJI, an individual; SHAFIK
BROWN, an individual; and FURNITURE
BOUTIQUE, LLC, a Nevada Limited
Liability Company;

25 Counter-Claimants,
26

26 vs.

27 STEVEN BARKET, an individual,

28 Counter-Defendant.
_____/

**Appendices for Defendants' Opposition
to Defendant/Counterclaimants'
Motion for Clarification, and/or in the
Alternative, Motion for Relief,
Reconsideration, and/or to Alter or
Amend (Volume I of VIII)**

**Date of Hearing: March 9, 2021
Time of Hearing: 9:00 a.m.**

1 MICHAEL AHDERS, an individual,

2 Plaintiff,

3 vs.

4 BOULEVARD FURNITURE, INC., a
5 Nevada corporation; SHAFIK HIRJI,
6 an individual; and SHAFIK
7 BROWN, an individual.

8 Defendants.

9 **APPENDICES FOR DEFENDANTS’ OPPOSITION TO COUNTERCLAIMANTS’**
10 **MOTION FOR CLARIFICATION, AND/OR IN THE ALTERNATIVE,**
11 **MOTION FOR RELIEF, RECONSIDERATION, AND/OR**
12 **TO ALTER OR AMEND JUDGMENT**

13 **(Volume I of VIII)**

14 COMES NOW the Defendants, Boulevard Furniture, Inc.; Furniture Boutique, LLC,
15 Shafik Hirji; and Shafik Brown by and through their counsel, Daniel Marks, Esq., and Teletha L.
16 Zupan, Esq., of the Law Office of Daniel Marks, and hereby submit their Appendices for
17 Defendants’ Opposition to Counterclaimants’ Motion for Clarification, and/or in the Alternative,
18 Motion for Relief, Reconsideration, And/or to Alter or Amend Judgment:

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DATED this 11th day of January, 2021.

LAW OFFICE OF DANIEL MARKS

/s/ Teletha Zupan
 DANIEL MARKS, ESQ.
 Nevada State Bar No. 002003
 TELETHA ZUPAN, ESQ.
 Nevada State Bar No. 012660
 610 South Ninth Street
 Las Vegas, Nevada 89101
Attorneys for Defendants

EXHIBIT “1”

Affidavit of Shafik Hirji dated March 2, 2018

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 February 27, 2018 pursuant to NRS 17.090 through NRS 17.110; to Take Judicial Notice of Related Actions; Alternative Motion for Stay of Execution pursuant to NRCP 62; and/or Motion to Consolidate with Case No. A-17-756274-C pursuant to NRCP 42, 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 2000, 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. (hereafter "Boulevard"), which does business as Furniture Fashions and is a chain of furniture stores with two 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.

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- 1 5. In October 2016, Barket asked me if I could use extra money, explaining that he had money
2 he wanted to invest with Furniture Fashions. I believed that we could use the extra money.
- 3 6. I trusted Barket based on our friendship and Barket's representations that he owned and/or
4 operated various lucrative business ventures. Between November 7, 2016 and January 20,
5 2017 Barket coordinated with me to make a series of "investments" with Brown, Furniture
6 Fashions, and other entities owned by Brown.
- 7 7. Between November 7, 2016 and January 20, 2017, Barket coordinated the following series
8 of "investments":
- 9 A. In September 2016, Barket told me he wanted to invest two hundred thousand
10 (\$200,000.00) dollars, which would need to be structured as a loan from one of his
11 businesses through his partner for tax purposes. Barket told me that for tax reasons the
12 loan repayment would need to be structured with an interest rate of fifty (50%) percent
13 for twelve (12) months. I agreed.
- 14 B. Barket told me to get Brown and go to the Law Office of Cohen-Johnson, LLC, on
15 **November 7, 2016**, to execute a secured promissory note and security agreement on
16 behalf of Boulevard, for a **loan** from one of his businesses and to receive a check for
17 two hundred thousand (\$200,000.00) dollars. Brown and I went to the law office and
18 executed a confession of judgment, secured promissory note and security agreement
19 for a loan from **Cancer Care Foundation, Inc. (hereafter "Cancer Care")**.
- 20 C. In November 2016, shortly after the first loan, Barket approached me and said he had
21 another one hundred thousand (\$100,000.00) dollars he wanted to invest. Barket
22 reiterated that the second investment would need to be structured as a loan from one
23 of his businesses through his partner for tax purposes with an interest rate of forty-
24 eight (48%) percent for twelve (12) months. I agreed.
- 25 F. Barket told me to get Brown and go to the Law Office of Cohen-Johnson, LLC, On
26 **November 21, 2016**, to execute a secured promissory note and security agreement on
27 behalf of Boulevard for the **second loan** from one of his businesses and to receive a
28 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 **Michael Ahders**.

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

7 H. I informed Barket that the loan/investment would have to be structured as a four (4)
8 year loan with an interest rate of ten (10%) percent. Shortly before Brown and I were
9 to execute the confession of judgment, secured promissory note and security
10 agreement for the loan, Barket informed me that he had one hundred thousand
11 (\$100,000.00) dollars available at that time, but would have the other two hundred
12 thousand (\$200,000.00) dollars shortly thereafter and would amend the note and
13 security agreement at that time.

14 I. Barket told me to get Brown and go to the Law Office of Cohen-Johnson, LLC, on
15 **December 20, 2016** to execute a secured promissory note and security agreement on
16 behalf of Boulevard for the **third loan** from one of his businesses and to receive a
17 check for one hundred thousand (\$100,000.00) dollars. Brown and I went to the law
18 office and executed a confession of judgment, secured promissory note and security
19 agreement for a loan from **Cancer Care**. Barket did not provide the additional two
20 hundred thousand (\$200,000.00) dollars. Later, Brown and I discovered that note for
21 the loan provided that it would need to be repaid within four months with an interest
22 rate of fifty (50%) percent rather than a four (4) year loan with an interest rate of ten
23 (10%) percent.

24 K. Beginning in or around October/November 2016, Barket approached me and
25 suggested that we open a new furniture store that would be completely separate and
26 independent from Furniture Fashions. I told Barket that we would need one million
27 (\$1,000,000.00) dollars to open a new furniture store. We continued to have
28 discussions regarding the furniture store until January 2017.

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1 L. During that time, Barket reiterated that for tax reasons, the million dollar deal would
2 need to be structured as a loan through one of his businesses and would be handled
3 by one of his partners. Barket told me that for tax reasons the one million
4 (\$1,000,000.00) dollar loan repayment for the fourth loan would need to be structured
5 with an interest rate of fifty (48%) percent for the first five payments, and then be
6 refinanced by another of his businesses at a lower interest rate of ten (10%) percent
7 for the remaining 43 months of the loan. I agreed.

8 M. Barket told me to get Brown and go to the Law Office of Cohen-Johnson, LLC, on
9 **January 20, 2016**, to execute a secured promissory note and security agreement on
10 behalf of Boulevard for the **fourth loan** from one of his businesses and to receive a
11 check for one million (\$1,000,000.00) dollars. Brown and I went to the law office and
12 executed a confession of judgment, secured promissory note and security agreement
13 for a loan from **Trata, Inc.**, (hereafter "Trata").

14 8. Between November 7, 2016 and March 5, 2017, Barket demanded and received a total of
15 approximately three hundred seventy five thousand (\$375,000.00) dollars from me. Barket
16 claimed he would return the money within a few weeks, but did not return any of the money.
17 Instead, Barket demanded that we pay him additional money. I refused.

18 9. Barket got angry and threatened to harm me physically and/or to harm Brown and my family
19 financially, if we did not give him more money. Barket also threatened to do a website posting
20 negative things about me and my family. I refused to give Barket more money.

21 10. On or about March 5, 2017, I contacted Sharda to inform him that Barket demanded and
22 received approximately three hundred seventy five thousand (\$375,000.00) dollars. I informed
23 Sharda that Barket continued to demand more money, which we did not have. I also informed
24 Sharda that we did not have enough money to open the store.

25 11. Sharda informed me of Barket's misrepresentations. Specifically, Barket did not loan any
26 money to us; Barket was not an agent of Cancer Care or Trata; Barket did not have an interest
27 in Cancer Care or Trata; and Barket did not have the power to bind Cancer Care or Trata.
28 Sharda informed me further that Barket did not apply any of the money he received toward
any outstanding loans.

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- 1 12. Sharda informed me that he was an agent of Cancer Care and Trata, had the power to bind the
2 businesses, and that Cancer Care and Trata loaned Brown and I the money. I stopped
3 communicating with Barket.
- 4 13. On **March 18, 2017**, Sharda agreed to loan Brown and I an additional two hundred thousand
5 (\$200,000) dollars to open the store. Sharda drafted a confession of judgment, secured
6 promissory note, and option agreement on behalf of Boulevard for the **fifth loan** from **Trata**
7 for two hundred thousand (\$200,000.00) dollars.
- 8 14. On June 1, 2017 Barket filed a Verified Complaint against Brown, Sharda, and Furniture
9 Boutique, LLC, and I regarding a series of “investments”/loans Barket orchestrated. On June
10 29, 2017, Brown, Furniture Boutique, LLC, and I filed a Motion to Dismiss the Verified
11 Complaint through our undersigned counsel. Our Motion to Dismiss was served on Sharda’s
12 counsel, Bryan Naddafi, Esq., on or about July 5, 2017. The Motion to Dismiss was granted
13 in part and denied in part. On August 11, 2017, Sharda filed an Answer and Counterclaim
14 through his counsel Bryan Naddafi, Esquire. On September 5, 2017, the Defendants’ filed
15 their Answer and Counterclaim, which specifically references and asserts counterclaims
16 relating to the \$100,000 loan/investment from Michael Ahders, but misspelled his last name
17 as Anders.
- 18 15. Sharda worked with me regarding the repayment terms for all of the loans. Sharda orally
19 agreed to modify the repayment terms for all four loans. There were two loans from Cancer
20 Care and two loans from Trata. The loans from Trata were made for the purpose of opening
21 the new furniture store. Sharda orally agreed to modify the repayment terms for all four loans
22 and to suspend all the repayment obligations until we reached an agreement for a new
23 repayment schedule for all four loans if we agreed to add Sharda as a 50% owner/partner in
24 the new furniture store. Brown and I agreed and added Sharda as a 50% owner/ partner.
- 25 16. Between April 2017 and August 2017, Sharda orally modified and suspended our repayment
26 obligations for all four loans.
- 27 17. Toward the end of July or beginning of August 2017, I believe that Sharda and/or Barket came
28 up with a scheme to circumvent the litigation regarding the investments/loans pending before
Judge Bailus in Case No. A-17-756274-C to deprive Brown and I of an adjudication of our
rights and potential liabilities regarding the five loans. To accomplish this purpose Sharda and
Barket devised a plan to pressure us into signing new Confessions of Judgment for Cancer

Care and Trata that contained loan amortization schedules, which would enable a clerk to enter sum certain Judgments for the Confessions of Judgment after Barket and/or Sharda caused a default on the repayment terms by way of an assignment.

18. In August 2017, Sharda began pressuring me to execute a formal modified repayment schedule. Sharda informed me repeatedly when we spoke and met that his family was pressuring him to execute a formal contract to commemorating the terms of a modified repayment schedule.

19. On August 29, 2017, Sharda sent an email stating “Shafik here is the NOTICE OF DEFAULT that the attorney wants me to send you.” No Notice of Default was attached. Sharda attached a proposed Change in Term Agreement for Cancer Care and referred to a similar agreement for Trata, but conceded that it was not attached. Sharda courtesy copied his attorney in the Barket matter, Bryan Naddafi, on the email. Among other things, both Change in Term Agreements (hereafter “the Agreements”) contained a Loan Amortization Schedule that could be used to determine the specific sum that was due on the first of each month. The loan amortization schedules were calculated based on the first of each month even though the payments were due on the twenty-fifth of each month.

20. Sharda and I had several conversations over the next few 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 Agreements for Trata and Cancer Care. On September 1, 2017, Sharda called me and demanded that I go to his attorney’s office, Bryan Naddafi’s office at 9480 S. Eastern Avenue, Ste. #257 Las Vegas, Nevada 89123, that morning with Brown and my daughter, Yasmine Brown, to execute the Agreements, which contained new Confessions of Judgment for Cancer Care at Trata. I contacted my children and we went to Mr. Naddafi’s office on September 1, 2017, in the early afternoon to execute the Agreements.

21. Mr. Naddafi did not notify our counsel of the 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. Naddafi did not advise us that further revisions were made to the Agreement, which was provided to us two days earlier.

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- 1 22. I made the September payments to Sharda on September 25, 2017 for Cancer Care and Trata.
2 When I attempted to make the October payment on October 25, 2017, Sharda refused to
3 accept it. Sharda informed me that the Cancer Care and Trata loans had been assigned to a
4 hedge fund in New York. I asked for the contact information for the company it was assigned
5 to. Sharda told me I should receive correspondence regarding the assignments shortly.
- 6 23. I received the correspondence a few days later. I contacted Brooklyn Asset Management, LLC
7 (hereafter "BAM"), to obtain account numbers for the Cancer Care and Trata payments and
8 to confirm the mailing address for the payments. On October 30, 2017, the representative told
9 me that she had not heard of BAM, did not have any account numbers, and told me not to
10 send payments to the address listed on the correspondence because they would not accept
11 payments at that address. She said she would get back to me with the requested information,
12 but failed to do so.
- 13 24. Shortly thereafter, I was contacted by Kay Sorrels,, who identified herself as an agent of
14 BAM. Ms. Sorrels said she would stop by the furniture store at 3500 S. Maryland Pkwy., Ste
15 171 on November 1, 2017 to pickup the payments. On November 1, 2017, Ms. Sorrels did not
16 go to the furniture store.
- 17 25. On November 2, 2017, I mailed the payments to the BAM address on the correspondence. I
18 called Ms. Sorrels and she said that the matter had been assigned to Michael Mazur. I
19 contacted Mr. Mazur's office and was informed that the Confessions of Judgment had been
20 filed.
- 21 26. On November 1, 2017 Cancer Care filed a Confession of Judgment in Case No. A-17-763985-
22 C in Department XXX before Judge Williams, which was derived from two of the
23 "investments"/loans that Barket orchestrated, which are in issue in Case No. A-17-756274-C.
24 Judge Williams set aside the Judgment finding that it was void.
- 25 27. Another Confession of Judgment was entered on November 1, 2017 by Trata in Case No. A-
26 17-763995-C in Department VI before Judge Cadish, for two additional "investments"/ loans
27 that were orchestrated by Barket and are in issue in Case No. A-17-756274-C. There is an
28 ongoing evidentiary hearing regarding Trata's Confession of Judgment.

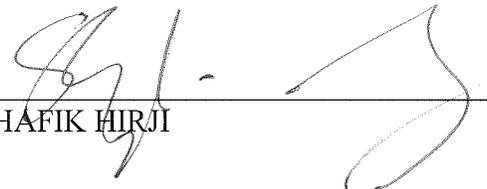
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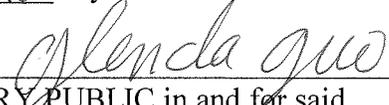
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- 1 28. Neither Confession of Judgment was reduced to Judgment by the Clerk of the Court.
2 However, on or about November 22, 2017 and November 27, 2017, Trata and/or CCFI
3 executed on the Defendants' bank accounts and issued writs of garnishments directed to the
4 various business entities and Defendants.
- 5 29. In the morning on December 22, 2017, the Laughlin Constable, Steven Barket, and Michael
6 Mazur appeared at my residence to execute on a Writ of Execution and seize various items,
7 including vehicles, electronics, and various other personal property. Mr. Barket videotaped
8 while the Constable executed on the writ. Mr. Barket laughed as he told me that he owns
9 Brooklyn Asset Management, LLC.
- 10 30. In February 2018, I learned there was a Judgment against Sharda in A-15-712697-C, which
11 was assigned to Barket on April 6, 2017. Michael Mazur represented Barket in that matter,
12 and Sharda was represented by Mr. Naddafi. Mr. Mazur also represents Sharda, Cancer Care,
13 Trata, and BAM, in connection with the Confessions of Judgment that were filed in Case No.
14 A-17-763985-C, Case No. A-17-763995-C.
- 15 31. Mr. Mazur also represents Michael Ahders in connection with the Confessions of Judgment
16 that was entered in this matter on February 27, 2018.
- 17 32. I made payments to Mr. Ahders from January 5, 2017 through December 2017. I did not
18 receive a written notice of default from Mr. Ahders. I was not provided an opportunity to cure.
19 The Plaintiff did not offer to amend the terms, extend the repayment terms, and/or to reduce
20 the principal amount due based on the \$375,000 that Barket demanded and received. Mr.
21 Ahders' Confession of Judgment does not provide a specific sum that is due or account for
22 the principal and interest installment payments that were made from January 5, 2017 through
23 December 2017.

24 FURTHER YOUR AFFIANT SAYETH NAUGHT.

25 
26 SHAFIK HIRJI

27 SUBSCRIBED and SWORN to before me
28 this 2nd day of March, 2018.

29 
30 NOTARY PUBLIC in and for said
31 COUNTY and STATE

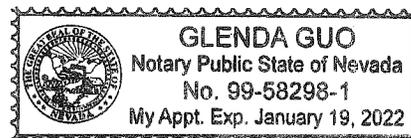


EXHIBIT “2”

Cancer Care’s first confession of judgment,
secured promissory note and security agreement

COHEN-JOHNSON, LLC
255 E. Warm Springs Road, Suite 100
Las Vegas, Nevada 89119
(702) 823-3500 FAX: (702) 823-3400

1 CONF
2 COHEN-JOHNSON, LLC
3 H. STAN JOHNSON, ESQ.
4 Nevada Bar No. 00265
5 sjohnson@cohenjohnson.com
6 255 E. Warm Springs Rd., Suite 100
7 Las Vegas, Nevada 89119
8 Telephone: (702) 823-3500
9 Facsimile: (702) 823-3400
10 Attorneys for Plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

11 CANCER CARE FOUNDATION, INC., a
12 Nevada corporation,

13 Plaintiff,

14 v.

15 BOULEVARD FURNITURE, INC., a Nevada
16 corporation; SHAFIK HIRJI, an individual,
17 SHAFIK BROWN, an individual.

18 Defendants.

19 Defendants, hereby confesses to judgment in the amount of \$ 200,000.00, plus any unpaid
20 interest due under the original note and any amendments or extensions, less any amounts paid
21 pursuant to the promissory note, plus accrued interest at the legal rate allowed, unless otherwise
22 satisfied based on the following terms and conditions:

- 23 1. This Confession of Judgment is for debt justly due from Defendant to Plaintiff.
- 24 2. The Note, and any amendments or extensions are attached herein and incorporated
25 by reference.
- 26 3. If Defendant fails to adhere to the terms of the Note, and any amendments or
27 extensions, Plaintiff shall file this Confession of Judgment. Thereafter Plaintiff shall be permitted
28 to seek any and all permissible relief. Plaintiff shall also be entitled to all reasonable attorney's
fees and costs in pursuing collection of this Confession of Judgment.

11/7/16

Handwritten signature
9

COHEN-JOHNSON, LLC
255 E. Warm Springs Road, Suite 100
Las Vegas, Nevada 89119
(702) 823-3500 FAX: (702) 823-3400

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4. If Defendant fails to adhere to terms of Note, and any amendments or extensions, Plaintiff shall provide written notice of said default to the Defendants. The Defendant shall have five (5) calendar days to cure said default. In the default is not cured in full the Plaintiff may file and record this Confession of Judgment and take all steps to protect the rights of the Plaintiff hereunder.

DATED this 7th day of November, 2016.

BOULEVARD FURNITURE, INC., a Nevada corporation.

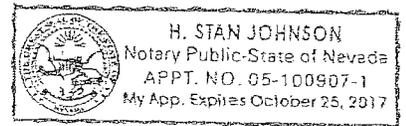
By: [Signature]
Shafik Brown, President

[Signature]
Shafik Brown, individually

[Signature]
Shafik Firji, individually

SUBSCRIBED AND SWORN TO before me this 7th day of November, 2016.

[Signature]
NOTARY PUBLIC



200,000.00

November 7th, 2016

Secured Promissory Note

FOR VALUE RECEIVED, the undersigned, BOULEVARD FURNITURE, INC., a Nevada corporation, whose address is 3500 So. Maryland Parkway, Suite 171, Las Vegas, Nevada 89169; SHAFIK HIRJI; and SHAFIK BROWN (collectively the "Borrower"), promises to pay Two Hundred Thousand Dollars and No Cents (\$200,000.00), together with interest according to the terms of this secured promissory note (this "Note"), to the order of CANCER CARE FOUNDATION, INC. (together with any future holder, the "Lender"). Capitalized terms used but not defined in this Note shall have the meanings assigned to them in the Security Agreement.

1. CONTRACT INTEREST RATE

The Borrower has agreed to repay the principle amount of \$200,000.00 plus interest of \$100,000.00 for a total of \$300,000.00, which shall be payable as set forth below.

2. SCHEDULED PAYMENTS

2.1 Monthly Payments

On the twenty-fifth day of December, 2016 and on the twenty-fifth day of each subsequent calendar month through December, 2017, the Borrower shall pay an installment in the amount of Twenty-five Thousand Dollars (\$25,000.00). Monthly installments of principal and interest shall be made when due, regardless of the prior acceptance by the Lender of unscheduled payments.

2.2 FINAL PAYMENT

The Loan shall mature on the twenty-fifth day of December, 2017 (the "Maturity Date"), when the Borrower shall pay its entire principal balance, together with all accrued interest and any other amounts owed by the Borrower under this Note or under any of the other documents entered into now or in the future in connection with the Loan (the "Loan Documents").

3. APPLICATION OF MONTHLY PRINCIPAL AND INTEREST PAYMENTS

When the Lender receives a monthly principal and interest payment, the Lender shall apply it first to interest in arrears for the previous month and then to the amortization of the principal amount of this Note, unless other amounts are then due under this Note or the other Loan Documents. If other amounts are due when a regular monthly payment is received, the Lender shall apply the payment first to accrued interest and then, at its discretion, either to those other amounts or to principal.

4. LATE CHARGE

If a Default exists (as defined in Section 7 below) and is not cured within the five days a \$5,000.00 late fee will be due and owing. For every additional five-day period that



accrues after the monthly due date an additional \$5,000.00 late fee will be due and payable. If four late fees of \$5,000 each are accrued by the Borrower in any one month the late fees when paid will serve to move that month's periodic payment one month. The late fees are not in place of the periodic payments that are scheduled but are in addition to.

5. **INTEREST LATE CHARGE**

If the Lender does not receive any scheduled monthly principal and interest payment on or before the tenth (10th) day of the calendar month in which it is due, the Lender will send the Borrower written Notice that a late charge equal to five percent (5%) of the late payment has accrued. The Borrower shall pay any such late charge on or before the tenth day of the calendar month following the month during which the late payment was scheduled to have been received. Interest on unpaid late charges shall, at the Lender's discretion, accrue at the Note Rate beginning on the first day of the calendar month following their accrual.

6. **PREPAYMENT**

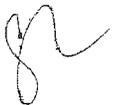
This Note may be prepaid in full without penalty.

7. **DEFAULT**

A default on this Note ("Default") shall exist if (a) the Lender fails to receive any required installment of principal and interest on or before the fifth (5th) day of the calendar month in which it is due, (b) the Borrower fails to pay the matured balance of this Note on the Maturity Date or (c) a "Default" exists as defined in any other Security Agreement. If a Default exists and the Lender engages counsel to collect any amount due under this Note or if the Lender is required to protect or enforce this Note in any probate, bankruptcy or other proceeding, then any expenses incurred by the Lender in respect of the engagement, including the reasonable fees and reimbursable expenses of counsel and including such costs and fees which relate to issues that are particular to any given proceeding, shall constitute indebtedness evidenced by this Note, shall be payable on demand, and shall bear interest at the Default Rate. Such fees and expenses include those incurred in connection with any action against the Borrower for a deficiency judgment after a foreclosure or trustee's sale of the Real Property under the Deed of Trust (defined below), including all of the Lender's reasonable attorneys' fees, property appraisal costs and witness fees.

8. **ACCELERATION**

If a Default exists, the Lender may, at its option, declare the unpaid principal balance of this Note to be immediately due and payable, together with all accrued interest on the Indebtedness, all costs of collection (including reasonable attorneys' fees and expenses) and all other charges due and payable by the Borrower under this Note or any other Loan Document. If the subject Default has arisen from a failure by the Borrower to make a regular monthly payment of principal and interest, the Lender shall not accelerate the Indebtedness unless the Lender shall have given the Borrower at least three (3) Business Days' advance Notice of its intent to do so.



12/12

If the subject Default is a Curable Nonmonetary Default, the Lender shall exercise its option to accelerate only by delivering Notice of acceleration to the Borrower. The Lender shall not deliver any such Notice of acceleration until (a) the Borrower has been given any required Notice of the prospective Default and (b) any applicable cure period has expired.

Except as expressly described in this Section, no Notice of acceleration shall be required in order for the Lender to exercise its option to accelerate the Indebtedness in the event of Default.

9. SECURITY

This Note is secured by a Security Agreement and Fixture Filing (the "Security Agreement") granted by the Borrower to Lender granting a security interest in certain collateral and personal property. Reference is made to the Security Agreement for a description of the security and rights of the Lender. This reference shall not affect the absolute and unconditional obligation of the Borrower to repay the Loan in accordance with its terms.

10. SEVERABILITY

If any provision of this Note is held to be invalid, illegal or unenforceable in any respect, or operates, or would if enforced operate to invalidate this Note, then that provision shall be deemed null and void. Nevertheless, its nullity shall not affect the remaining provisions of this Note, which shall in no way be affected, prejudiced or disturbed.

11. WAIVER

Except to the extent that such rights are expressly provided in this Note, the Borrower waives demand, presentment for payment, notice of intent to accelerate, notice of acceleration, protest, notice of protest, dishonor and of nonpayment and any and all lack of diligence or delays in collection or enforcement of this Note. Without affecting the liability of the Borrower under this Note, the Lender may release any of the Property, grant any indulgence, forbearance or extension of time for payment, or release any other person now or in the future liable for the payment or performance of any obligation under this Note or any of the Loan Documents.

The Borrower further (a) waives any homestead or similar exemption; (b) waives any statute of limitation; (c) agrees that the Lender may, without impairing any future right to insist on strict and timely compliance with the terms of this Note, grant any number of extensions of time for the scheduled payments of any amounts due, and may make any other accommodation with respect to the Indebtedness evidenced by this Note; (d) waives any right to require a marshaling of assets; and (e) to the extent not prohibited by applicable law, waives the benefit of any law or rule of law intended for its advantage or protection as a debtor or providing for its release or discharge from liability under this Note, excepting only the defense of full and complete payment of all amounts due under this Note and the Loan Documents.

12. VARIATION IN PRONOUNS

All the terms and words used in this Note, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context or sense of this Note or any paragraph or clause herein may require, the same as if such word had been fully and properly written in the correct number and gender.

13. COMMERCIAL LOAN

The Borrower hereby represents and warrants to the Lender that the Loan was made for commercial or business purposes, and that the funds evidenced by this Note will be used solely in connection with such purposes.

14. REPLACEMENT OF NOTE

If this Note is lost or destroyed, the Borrower shall, at the Lender's request, execute and return to the Lender a replacement promissory note identical to this Note, provided the Lender delivers to the Borrower an affidavit to the foregoing effect. Upon delivery of the executed replacement Note, the Lender shall indemnify the Borrower from and against its actual damages suffered as a result of the existence of two Notes evidencing the same obligation. No replacement of this Note under this Section shall result in a novation of the Borrower's obligations under this Note.

15. GOVERNING LAW

This Note shall be construed and enforced according to, and governed by, the laws of Nevada without reference to conflicts of laws provisions which, but for this provision, would require the application of the law of any other jurisdiction.

16. TIME OF ESSENCE

In the performance of the Borrower's obligations under this Note, time is of the essence.

17. NO ORAL AGREEMENTS

THIS NOTE AND ALL THE SECURITY AGREEMENT EMBODY THE FINAL, ENTIRE AGREEMENT OF THE BORROWER AND THE LENDER AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE LOAN AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF THE BORROWER AND THE LENDER. THERE ARE NO ORAL AGREEMENTS BETWEEN THE BORROWER AND THE LENDER. THE PROVISIONS OF THIS NOTE AND THE OTHER LOAN DOCUMENTS MAY BE AMENDED OR REVISED ONLY BY AN INSTRUMENT IN WRITING SIGNED BY THE BORROWER AND THE LENDER.

18. THE PARTIES FURTHER AGREE TO WAIVE ALL PROVISIONS OF

CHAPTER 604A OF THE NEVADA REVISED STATUTES AND THE BORROWER SPECIFICALLY WAIVES ANY AND ALL PROTECTIONS, DEFENSES AND CAUSES OF ACTIONS UNDER NRS 604A.010-604A.940 AS AGAINST THE LENDER.

IN WITNESS WHEREOF, the Borrower has caused this Note to be duly executed as of the date first above written.

BOULEVARD FURNITURE, INC. a Nevada corporation

By: 
Shafik Brown, President


SHAFIK HERJI


SHAFIK BROWN

SECURITY AGREEMENT

This agreement is entered into this 7th day of November, 2016 by and between BOULEVARD FURNITURE INC., a Nevada corporation ("Debtor") and Cancer Care Foundation, Inc. ("Secured Party"). In consideration of one dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security Interest and Collateral. In order to secure payment and performance of each and every debt, liability and obligation of every type and description which any Debtor may now or at any time hereafter owe to Secured Party whether such debt, liability or obligation now exists or is hereafter created or incurred, whether it arises under or is evidenced by this Security Agreement (this "Agreement") or any other present or future instrument or agreement or by operation of law, and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or sole, joint, several or joint and several (all such debts, liabilities and obligations and any amendments, extensions, renewals or replacements thereof are herein collectively referred to as the "Obligation"), the Debtor hereby grants Secured Party a security interest (the "Security Interest") in all of such Debtor's property (the "Collateral"), including without limitation the following:

- (a) Inventory and Goods: All inventory of Debtor, whether now owned or hereafter acquired and wherever located and other tangible personal property held for sale or lease or furnished or to be furnished under contracts of service or consumed in Debtor's business, and all goods of Debtor, whether now owned or hereafter acquired and wherever located, including without limitation all goods, and all other Inventory and Goods, as each such term may be defined in the Uniform Commercial Code as in effect in the state of Nevada from time to time (the "UCC"), of the Debtor, whether now owned or hereafter acquired;
- (b) Equipment: All equipment of Debtor, whether now owned or hereafter acquired and wherever located, including but not limited to all present and future equipment, machinery, tools, motor vehicles, trade fixtures, furniture, furnishings, office and record keeping equipment and all goods for use in Debtor's business, and all other Equipment (as such term may be defined in the UCC) of the Debtor, whether now owned or hereafter acquired, together with all parts, equipment and attachments relating to any of the foregoing;

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- (c) Accounts: Contract Rights and Other Rights to Payment: Each and every right of Debtor to the payment of money, whether such right to payment now exists or hereafter arises, whether such right to payment arises out of a sale, lease, license, assignment or other disposition of goods or other property by Debtor, out of a rendering of services by Debtor, out of a loan by Debtor, out of the overpayment of taxes or other liabilities of Debtor, or otherwise arises under any contract or agreement, whether such right to payment is or is not already earned by performance, and howsoever such right to payment may be evidenced, together with all other rights and interests (including all liens and security interests) which Debtor may at any time have by law or agreement against any account debtor or other obligor obligated to make any such payment or against any of the property of such account debtor or other obligor; all including but not limited to all present and future debt instruments, chattel papers, accounts, license fees, contract rights, loans and obligations receivable and tax refunds, and all other Accounts (as such term may be defined in the UCC) of the Debtor, whether now owned or hereafter acquired;
- (d) Instruments: All instruments, chattel paper, letters of credit or other documents of Debtor, whether now owned or hereafter acquired, including but not limited to promissory notes, drafts, bills of exchange and trade acceptances; all rights and interests of Debtor, whether now existing or hereafter created or arising, under leases, licenses or other contracts, and all other Instruments (as such term may be defined in the UCC) of the Debtor, whether now owned or hereafter acquired;
- (e) Deposit Accounts and Investment Property: All right, title and interest of Debtor in all deposit and investment accounts maintained with any bank, savings and loan association, broker, brokerage, or any other financial institution, together with all monies and other property deposited or held therein, including, without limitation, any checking account, savings account, escrow account, savings certificate and margin account, and all securities, whether certificated or uncertificated, security entitlements, securities accounts, commodity contracts, and commodity accounts, and all other Deposit Accounts and Investment Property (as each such term may be defined in the UCC) of the Debtor, whether now owned or hereafter acquired;
- (f) General Intangibles: All general intangibles of Debtor, whether now owned or hereafter acquired, including, but not limited to, applications for patents, patents, copyrights, trademarks, trade secrets, good will, trade names, applications for trademarks, customer lists, permits and franchises, software, and the right to use Debtor's name, and any and all membership interests, governance rights, and financial rights in each and every limited

liability company, and all payment intangibles, and all other General Intangibles (as such term may be defined in the UCC) of the Debtor, whether now owned or hereafter acquired;

- (g) Chattel Paper: All Chattel Paper (as such term may be defined in the UCC) of the Debtor, whether tangible or electronic, and whether now owned or hereafter acquired; and
- (h) Documents, Etc.: All of Debtor's rights in promissory notes, documents, letter of credit rights and supporting obligations (and security interests and liens securing them) (as any such term may be defined in the UCC) whether now owned or hereafter acquired; together with all substitutions and replacements for and products of any of the foregoing property and proceeds of any and all of the foregoing property and, in the case of all tangible Collateral, together with (i) all accessories, attachments, parts, equipment, accessions, and repairs, now or hereafter attached or affixed to or used in connection with any such goods, (ii) all warehouse receipts, bills of lading and other documents of title now or hereafter covering such goods, and (iii) all books and records of Debtor.

2. Representations, Warranties and Agreements. Each Debtor represents, warrants and agrees that:

- (a) Debtor is a Nevada corporation duly organized or incorporated (as applicable), validly existing and in good standing under the laws of the state of Nevada. This Agreement and the other Loan Documents (as defined in the Note defined below) to which Debtor is a party has been duly and validly authorized by all necessary limited liability company or corporate, as the case may be, action. Debtor has full power and authority to execute this Agreement and the other Loan Documents to which it is a party, to perform Debtor's obligations hereunder and thereunder and to subject the Collateral to the Security Interest. Debtor's legal name, jurisdiction of organization or incorporation and organizational identification number is shown in Exhibit A attached hereto. Debtor will give at least 30 days advance written notice to Secured Party of any change in Debtor's name.
- (b) The Collateral will be used primarily for business purposes.
- (c) Debtor's chief place of business is located at the address shown in Exhibit A. Debtor's records concerning its accounts and contract rights are kept at such address. The Collateral is located at the addresses set forth on Exhibit A. Debtor will give advance notice to Secured Party of any change in Debtor's name, jurisdiction of organization or chief place of business and any change in or addition of any Collateral location or any

change in the location of Debtor's records concerning the Collateral.

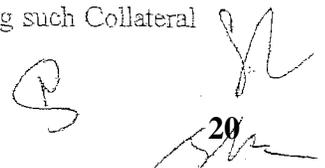
Debtor has (or will have at the time Debtor acquires rights in Collateral hereafter arising) and will maintain absolute title to each item of Collateral free and clear of all security interests, liens and encumbrances, except the Security Interest and Permitted Liens as set forth in that certain Secured Convertible Note, dated as of the date hereof, of Debtor made payable to the order of Secured Party in the original principal amount of \$200,000 (as amended, modified, supplemented, restated or replaced from, time to time, the "Note"), and will defend the Collateral against all claims or demands of all persons other than Secured Party and holders of Permitted Liens.

- (e) Except as otherwise provided in the Note, Debtor will not sell or otherwise transfer or dispose of the Collateral or any interest therein.
- (f) All rights to payment and all instruments, documents, chattel papers and other agreements constituting or evidencing Collateral are (or will be when arising or issued) the valid, genuine and legally enforceable obligation, subject to no defense, setoff or counterclaim (other than those arising in the ordinary course of business) of each account debtor or other obligor named therein or in Debtor's records pertaining thereto as being obligated to pay such obligation. Debtor will not agree to any modification, amendment or cancellation of any such obligation without Secured Party's prior written consent except discounts in the ordinary course of business, and will not subordinate any such right to payment to claims of other creditors of such account debtor or other obligor.
- (g) Debtor will keep all tangible Collateral in good repair, working order and condition, normal depreciation excepted, and will, from time to time, replace any worn, broken or defective parts thereof.
- (h) Except as otherwise provided in the Note, Debtor will promptly pay all taxes and other governmental charges levied or assessed upon or against any Collateral or upon or against the creation, perfection or continuance of the Security Interest.
- (i) Debtor will promptly notify Secured Party of any material loss of or damage to any Collateral or of any adverse change in the prospect of payment of any material sums due on or under any instrument, chattel paper, account or contract right constituting Collateral.
- (j) Debtor will if Secured Party at any time so requests (whether the request is made before



or after the occurrence of an Event of Default), promptly deliver to Secured Party any instrument, document or chattel paper constituting Collateral, duly endorsed or assigned by Debtor to Secured Party.

- (k) Debtor will at all times keep all Collateral insured against risks of fire (including so-called extended coverage), theft, and such other risks and in such amounts as Secured Party may reasonably request, with any loss payable to Secured Party to the extent of its interest,
- (l) Debtor hereby authorizes the filing of such financing statements as Secured Party may deem necessary or useful to be filed in order to perfect the Security Interest and, if any Collateral is covered by a certificate of title, Debtor will from time to time execute such documents as may be required to have the Security Interest properly noted on a certificate of title. In addition, Debtor authorizes Secured Party to file from time to time such financing statements against the Collateral described as "all personal property" or "all assets" or the like as Secured Party deems necessary or useful to perfect the Security Interest (and reaffirms its authorization of the filing of any financing statements filed prior to the date of this Agreement).
- (m) Debtor will pay when due or reimburse Secured Party on demand for all costs of collection of any of the Obligations and all other out-of-pocket expenses (including in each case all attorneys' fees) incurred by Secured Party in connection with the creation, perfection, satisfaction or enforcement of the Security Interest or the execution or creation, continuance, or enforcement of this Agreement or any or all of the Obligations.
- (n) Debtor will take all such actions as Secured Party may reasonably request to permit the Secured Party to establish and perfect the Security Interest in all jurisdictions Secured Party deems necessary. Without in any way limiting the generality of the foregoing, Debtor will execute, deliver or endorse any and all instruments, documents, assignments, security agreements and other agreements and writings which Secured Party may at any time reasonably request in order to secure, protect, perfect or enforce the Security Interest and Secured Party's rights under this Agreement.
- (o) Debtor will not use or keep any Collateral, or permit it to be used or kept, for any unlawful purpose or in violation of any federal, state or local law, statute or ordinance.
- (p) Debtor will not permit any tangible Collateral to be located in any state (and, if a county filing is required, in any county) in which a financing statement covering such Collateral



is required to be, but has not in fact been, filed.

If Debtor at any time fails to perform or observe any of the foregoing agreements, immediately upon the occurrence of such failure, without notice or lapse of time, Secured Party may (but need not) perform or observe such agreement on behalf and in the name, place and stead of Debtor (or, at Secured Party's option, in Secured Party's own name) and may (but need not) take any and all other actions which Secured Party may reasonably deem necessary to cure or correct such failure (including, without limitation, the payment of taxes, the satisfaction of security interests, liens, or encumbrances, the performance of obligations under contracts or agreements with account debtors or other obligors, the procurement and maintenance of insurance, the execution of financing statements, the endorsement of instruments, and the procurement of repairs, transportation or insurance); and, except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Debtor shall thereupon pay Secured Party on demand the amount of all moneys expended and all costs and expenses (including attorneys' fees) incurred by Secured Party in connection with or as a result of Secured Party's performing or observing such agreements or taking such actions, together with interest thereon from the date expended or incurred by Secured Party at the highest rate then applicable to any of the Obligations. To facilitate the performance or observance by Secured Party of such agreements of Debtor, Debtor hereby irrevocably appoints (which appointment is coupled with an interest) Secured Party, or its delegate, as the attorney-in-fact of Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Debtor, any and all instruments, documents, financing statements, applications for insurance and other agreements and writings required to be obtained, executed, delivered or endorsed by Debtor.

3. Account Verification and Collection Rights of Secured Party. Secured Party shall have the right (after the occurrence of an Event of Default) to verify any accounts in the name of Debtor or in Secured Party's own name; and Debtor, whenever requested, shall furnish Secured Party with duplicate statements of the accounts, which statements may be mailed or delivered by Secured Party. Secured Party may at any time (after the occurrence of an Event of Default) notify any account debtor or any other person obligated to pay any amount due, that such chattel paper, account or other right to payment has been assigned or transferred to Secured Party for security and shall be paid directly to Secured Party. If Secured Party so requests at any time (after the occurrence of an Event of Default), Debtor will so notify such account debtors and other obligors, in writing and will indicate on all invoices to such account debtors or other obligors that the amount due is payable directly to Secured Party. At any time after Secured Party or Debtor gives such notice to an account debtor or other obligor, Secured Party may (but need not), in Secured Party's own name or in Debtor's name, demand, sue for, collect or receive

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[Handwritten signatures]

any money or property at any time payable or receivable on account of, or securing, any such chattel paper, account or other right to payment, or grant, any extension to, make any compromise, or settlement with or otherwise agree to waive, modify, amend or change the obligations (including collateral obligations) of any such account debtor or other obligor.

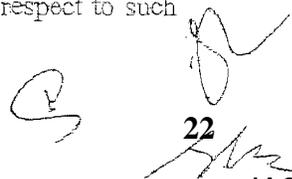
4. Assignment of Insurance. Debtor hereby assigns to Secured Party, as additional security for the payment of the Obligations, any and all moneys (including but not limited to proceeds of insurance and refunds of unearned premiums) due or to become due under, and all other rights of Debtor under or with respect to, any and all policies of insurance covering the Collateral, and Debtor hereby directs the issuer of any such policy to pay any such moneys directly to Secured Party, Both before and after the occurrence of an Event of Default, Secured Party may (but need not) in Secured Party's own name or in Debtor's name, execute and deliver proofs of claim, receive all such moneys, endorse checks and other instruments representing payment of such moneys, and adjust, litigate, compromise or release any claim against the issuer of any such policy.

5. Right to Offset. Nothing in this Agreement shall be deemed a waiver or prohibition of Secured Party's right of offset, or counterclaim, which right Debtor hereby grants to Secured Party.

6. Events of Default. The occurrence of any Event of Default, as defined in the Note, shall constitute an Event of Default hereunder.

7. Remedies Upon Event of Default. Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the written satisfaction of Secured Party, Secured Party may exercise any one or more of the rights or remedies set forth in the Note. All rights and remedies of Secured Party shall be cumulative and maybe exercised singularly or concurrently, at Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to not bar the exercise or enforcement of any other.

8. Other Personal Property. If at the time Secured Party takes possession of any tangible Collateral, any goods, papers or other properties of Debtor, not affixed to or constituting a part of such Collateral, are located or to be found upon or within such Collateral, Debtor agrees to notify Secured Party in writing of that fact, describing the property so located or to be found, within 7 calendar days after the date on which Secured Party took possession. Unless and until Secured Party receives such notice from Debtor, Secured Party shall not be responsible or liable to Debtor for any action taken or omitted by or on behalf of Secured Party with respect to such



property without actual knowledge of the existence of any such property or without actual knowledge of the fact that it was located or to be found upon such Collateral.

9. Amendment; Waivers. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Secured Party and Debtor. A waiver shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Secured Party's rights or remedies.

10. Notices. All notices to be given to Debtor shall be deemed sufficiently given if mailed by registered or certified mail, postage prepaid, or delivered to Debtor at Debtor's address set forth on Exhibit A or at the most recent address shown on Secured Party's records,

11. Miscellaneous. Secured Party's duty of care with respect to Collateral in its possession (as imposed by law) shall be deemed fulfilled if Secured Party exercises reasonable care in physically safekeeping such Collateral or, in the case of Collateral in the custody or possession of a bailee or other third person, exercises reasonable care in the selection of the bailee or other third person, and Secured Party need not otherwise preserve, protect, insure or care for any Collateral. Secured Party shall use reasonable efforts to preserve any rights Debtor may have against prior parties, to realize on the Collateral at all or in any particular manner or order, or to apply any cash proceeds of Collateral in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Debtor and Secured Party and their respective representatives, successors and assigns and shall take effect when signed by Debtor and delivered to Secured Party, and Debtor waives notice of Secured Party's acceptance hereof. This Agreement shall be governed by the internal laws of the State of Wisconsin, without giving effect to the principles of conflicts of laws.

12. Joint and Several Liability. BY SIGNING THIS AGREEMENT, EACH DEBTOR AGREES THAT THE COLLATERAL PLEDGED BY IT SECURES THE PAYMENT OF ALL OBLIGATIONS, AND THAT THE SECURED PARTY CAN ENFORCE ITS RIGHTS AND REMEDIES HEREUNDER AGAINST ANY ONE OR MORE OF THE DEBTORS, IN THE SECURED PARTY'S SOLE AND UNLIMITED DISCRETION. Without in any way limiting the generality of the foregoing, each Debtor acknowledges and agrees that the Secured Party may at any time and from time to time, without the consent of, or notice to, any Debtor, without incurring responsibility to any Debtor, and without affecting, impairing or releasing any of the obligations of any Debtor hereunder:

(a) sell, exchange, surrender, realize upon, release (with or without consideration) or

otherwise deal with in any manner and in any order any property of any Debtor securing the Obligations;

- (b) exercise or refrain from exercising any rights against any Debtor, or otherwise act or refrain from acting;
- (c) fail to set off and/or release, in whole or in part, any balance of any account or any credit on its books in favor of any Debtor, or of any other person, and extend credit in any manner whatsoever to any Debtor, and generally deal with any Debtor and any of its property in any manner as the Secured Party may see fit; and/or
- (d) consent to or waive any breach of, or any act, omission or default under, this Agreement or any other agreement, by any one or more Debtors.

13. No Release. Until all of the Obligations have been paid in full, the obligations of any Debtor hereunder shall not be released, in whole or in part, by any action or thing (other than irrevocable payment in full) which might, but for this provision of this Agreement, be deemed a legal or equitable discharge of a surety or guarantor, or by reason of any waiver, extension, modification, forbearance or delay or other act or omission of the Secured Party or its failure to proceed promptly or otherwise, or by reason of any action taken or omitted by the Secured Party whether or not such action or failure to act varies or increases the risk of, or affects the rights or remedies of, any Debtor, nor shall any release of any security for any of the Obligations by operation of law or by the action of any third party affect in any way the obligations of any Debtor hereunder, and each Debtor hereby expressly waives and surrenders any defense to its liability hereunder based upon any of the foregoing acts, omissions, things, agreements, or waivers of any of them,

14. Actions Not Required. Each Debtor hereby waives any and all right to cause a marshalling of any other Debtor's assets or any other action by any court or other governmental body with respect thereto insofar as the rights of the Secured Party hereunder are concerned or to cause the Secured Party to proceed against any security for the Obligations or any other recourse which the Secured Party may have with respect thereto, and further waives any and all requirements that the Secured Party institute any action or proceeding at law or in equity against any other Debtor or anyone else, or with respect to this Agreement, or any of the Collateral, as a condition precedent to making demand on, or bringing an action or obtaining and/or enforcing a judgment against, any Debtor. Each Debtor further waives any requirement that the Secured Party seek performance by any other Debtor or any other person, of any obligation under this Agreement or any other agreement as a condition precedent to making a demand on, or bringing

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an action or obtaining and/or enforcing a judgment against, any Debtor. No Debtor shall have any right of setoff against the Secured Party with respect to any of its obligations hereunder. Any remedy or right hereby granted which shall be found to be unenforceable as to any person or under any circumstance, for any reason, shall in no way limit or prevent the enforcement of such remedy or right as to any other person or circumstance, nor shall such unenforceability limit or prevent enforcement of any other remedy or right hereby granted.

15. A Debtor's Bankruptcy. Each Debtor expressly agrees that its liability and obligations under this Agreement shall not in any way be affected by the institution by or against any other Debtor or any other person or entity of any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or any other similar proceedings for relief under any bankruptcy law or similar law for the relief of debtors, or any action taken or not taken by the Secured Party in connection therewith, and that any discharge of any Debtor pursuant to any such bankruptcy or similar law or other laws shall not discharge or otherwise affect in any way the obligations of any other Debtor under this Agreement or with respect to the Obligations, and that upon or at any time after the institution of any of the above actions, at the Secured Party's sole discretion, the Debtors' joint and several obligations shall be enforceable against any Debtor that is not itself the subject of such proceedings. Each Debtor expressly waives any right to argue that the Secured Party's enforcement of any remedies against that Debtor is stayed by reason of the pendency of any such proceedings against any other Debtor.

16. Consent to Jurisdiction. Waiver. DEBTOR SUBMITS AND CONSENTS TO PERSONAL JURISDICTION OF THE COURTS OF THE STATE OF NEVADA FOR THE ENFORCEMENT OF THIS AGREEMENT AND WAIVES ANY AND ALL PERSONAL RIGHTS UNDER THE LAWS OF ANY STATE OR THE UNITED STATES OF AMERICA TO OBJECT TO JURISDICTION IN THE STATE OF NEVADA. AT THE ELECTION OF SECURED PARTY, LITIGATION MAY BE COMMENCED IN ANY STATE COURT OF GENERAL JURISDICTION FOR THE STATE OF NEVADA OR ANY UNITED STATES DISTRICT COURT LOCATED IN NEVADA. NOTHING CONTAINED HEREIN SHALL PREVENT SECURED PARTY FROM BRINGING ANY ACTION AGAINST DEBTOR OR EXERCISING ANY RIGHTS AGAINST ANY SECURITY GIVEN TO SECURED PARTY, OR AGAINST DEBTOR PERSONALLY, OR AGAINST ANY PROPERTY OF DEBTOR, WITHIN ANY OTHER STATE. COMMENCEMENT OF ANY SUCH ACTION OR PROCEEDING IN ANY OTHER STATE SHALL NOT CONSTITUTE A WAIVER OF CONSENT TO JURISDICTION OR A WAIVER OF THE SUBMISSION MADE BY DEBTOR TO PERSONAL JURISDICTION WITHIN THE STATE OF NEVADA. DEBTOR WAIVES TRIAL BY JURY IN ANY JUDICIAL PROCEEDING TO WHICH DEBTOR IS INVOLVED DIRECTLY OR INDIRECTLY AND ANY MATTER, IN ANY WAY ARISING

OUT OF, RELATED TO, OR, CONNECTED WITH THIS AGREEMENT OR THE RELATIONSHIP ESTABLISHED HEREUNDER, AND WHETHER ARISING OR ASSERTED BEFORE OR AFTER THE DATE OF THIS AGREEMENT.

THE PARTIES have executed this Security Agreement the day and year first above written:

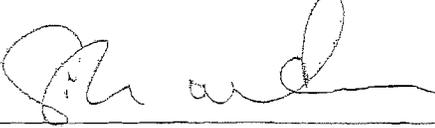
DEBTOR:

SECURED CREDITOR:

BOULEVARD FURNITURE INC.

CANCER CARE FOUNDATION, INC.

By: 

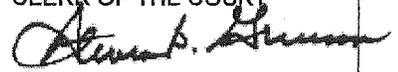
By: 

Its: President

Its: Chairman

EXHIBIT “3”

Ahders’ confession of judgment, secured promissory note and security agreement



1 **CONF**
2 **COHEN-JOHNSON, LLC**
3 H. STAN JOHNSON, ESQ.
4 Nevada Bar No. 00265
5 sjohnson@cohenjohnson.com
6 255 E. Warm Springs Rd., Suite 100
7 Las Vegas, Nevada 89119
8 Telephone: (702) 823-3500
9 Facsimile: (702) 823-3400
10 Attorneys for Plaintiff

11 **DISTRICT COURT**
12 **CLARK COUNTY, NEVADA**

13 MICHAEL AHDERS, an individual,

14 Plaintiff,

A-18-770121-C

15 v.

Department 30

16 BOULEVARD FURNITURE, INC., a Nevada
17 corporation; SHAFIK HIRJI, an individual,
18 SHAFIK BROWN, an individual.

19 Defendants.

20 Defendants, hereby confesses to judgment in the amount of \$ 100,000.00, plus any unpaid
21 interest due under the original note and any amendments or extensions, less any amounts paid
22 pursuant to the promissory note, plus accrued interest at the legal rate allowed, unless otherwise
23 satisfied based on the following terms and conditions:

- 24 1. This Confession of Judgment is for debt justly due from Defendant to Plaintiff.
25 2. The Note, and any amendments or extensions are attached herein and incorporated
26 by reference.
27 3. If Defendant fails to adhere to the terms of the Note, and any amendments or
28 extensions, Plaintiff shall file this Confession of Judgment. Thereafter Plaintiff shall be permitted
to seek any and all permissible relief. Plaintiff shall also be entitled to all reasonable attorney's
fees and costs in pursuing collection of this Confession of Judgment.



COHEN-JOHNSON, LLC
255 E. Warm Springs Road, Suite 100
Las Vegas, Nevada 89119
(702) 823-3500 FAX: (702) 823-3400

SECURITY AGREEMENT

This agreement is entered into this 21st day of November, 2016 by and between BOULEVARD FURNITURE INC., a Nevada corporation ("Debtor") and MICHAEL AHDERS ("Secured Party"). In consideration of one dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security Interest and Collateral. In order to secure payment and performance of each and every debt, liability and obligation of every type and description which any Debtor may now or at any time hereafter owe to Secured Party whether such debt, liability or obligation now exists or is hereafter created or incurred, whether it arises under or is evidenced by this Security Agreement (this "Agreement") or any other present or future instrument or agreement or by operation of law, and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or sole, joint, several or joint and several (all such debts, liabilities and obligations and any amendments, extensions, renewals. or replacements thereof are herein collectively referred to as the "Obligation"), the Debtor hereby grants Secured Party a security interest (the "Security Interest") in all of such Debtor's property (the "Collateral"), including without limitation the following:

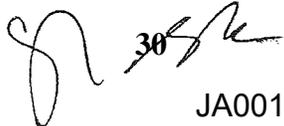
- (a) Inventory and Goods: All inventory of Debtor, whether now owned or hereafter acquired and wherever located and other tangible personal property held for sale or lease or furnished or to be furnished under contracts of service or consumed in Debtor's business, and all goods of Debtor, whether now owned or hereafter acquired and wherever located, including without limitation all goods, and all other Inventory and Goods, as each such term may be defined in the Uniform Commercial Code as in effect in the state of Nevada from time to time (the "UCC"), of the Debtor, whether now owned or hereafter acquired;
- (b) Equipment: All equipment of Debtor, whether now owned or hereafter acquired and wherever located, including but not limited to all present and future equipment, machinery, tools, motor vehicles, trade fixtures, furniture, furnishings, office and record keeping equipment and all goods for use in Debtor's business, and all other Equipment (as such term may be defined in the UCC) of the Debtor, whether now owned or hereafter acquired, together with all parts, equipment and attachments relating to any of the foregoing;
- (c) Accounts: Contract Rights and Other Rights to Payment: Each and every right of Debtor to the payment of money, whether such right to payment now exists or hereafter arises, whether such right to payment arises out of a sale, lease, license, assignment or other



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disposition of goods or other property by Debtor, out of a rendering of services by Debtor, out of a loan by Debtor, out of the overpayment of taxes or other liabilities of Debtor, or otherwise arises under any contract or agreement, whether such right to payment is or is not already earned by performance, and howsoever such right to payment may be evidenced, together with all other rights and interests (including all liens and security interests) which Debtor may at any time have by law or agreement against any account debtor or other obligor obligated to make any such payment or against any of the property of such account debtor or other obligor; all including but not limited to all present and future debt instruments, chattel papers, accounts, license fees, contract rights, loans and obligations receivable and tax refunds, and all other Accounts (as such term may be defined in the UCC) of the Debtor, whether now owned or hereafter acquired;

- (d) Instruments: All instruments, chattel paper, letters of credit or other documents of Debtor, whether now owned or hereafter acquired, including but not limited to promissory notes, drafts, bills of exchange and trade acceptances; all rights and interests of Debtor, whether now existing or hereafter created or arising, under leases, licenses or other contacts, and all other Instruments (as such term may be defined in the UCC) of the Debtor, whether now owned or hereafter acquired;
- (e) Deposit Accounts and Investment Property: All right, title and interest of Debtor in all deposit and investment accounts maintained with any bank, savings and loan association, broker, brokerage, or any other financial institution, together with all monies and other property deposited or held therein, including, without limitation, any checking account, savings account, escrow account, savings certificate and margin account, and all securities, whether certificated or uncertificated, security entitlements, securities accounts, commodity contracts, and commodity accounts, and all other Deposit Accounts and Investment Property (as each such term may be defined in the UCC) of the Debtor, whether now owned or hereafter acquired;
- (f) General Intangibles: All general intangibles of Debtor, whether now owned or hereafter acquired, including, but not limited to, applications for patents, patents, copyrights, trademarks, trade secrets, good will, trade names, applications for trademarks, customer lists, permits and franchises, software, and the right to use Debtor's name, and any and all membership interests, governance rights, and financial rights in each and every limited liability company, and all payment intangibles, and all other General Intangibles (as such term may be defined in the UCC) of the Debtor, whether now owned or hereafter acquired;
- (g) Chattel Paper: All Chattel Paper (as such term may be defined in the UCC) of the Debtor, whether tangible or electronic, and whether now owned or hereafter acquired; and

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- (h) Documents. Etc.: All of Debtor's rights in promissory notes, documents, letter of credit rights and supporting obligations (and security interests and liens securing them) (as any such term may be defined in the UCC) whether now owned or hereafter acquired; together with all substitutions and replacements for and products of any of the foregoing property and proceeds of any and all of the foregoing property and, in the case of all tangible Collateral, together with (i) all accessories, attachments, parts, equipment, accessions, and repairs, now or hereafter attached or affixed to or used in connection with any such goods, (ii) all warehouse receipts, bills of lading and other documents of title now or hereafter covering such goods, and (iii) all books and records of Debtor.

2. Representations, Warranties and Agreements. Each Debtor represents, warrants and agrees that:

- (a) Debtor is a Nevada corporation duly organized or incorporated (as applicable), validly existing and in good standing under the laws of the state of Nevada. This Agreement and the other Loan Documents (as defined in the Note defined below) to which Debtor is a party has been duly and validly authorized by all necessary limited liability company or corporate, as the case may be, action. Debtor has full power and authority to execute this Agreement and the other Loan Documents to which it is a party, to perform Debtor's obligations hereunder and thereunder and to subject the Collateral to the Security Interest. Debtor's legal name, jurisdiction of organization or incorporation and organizational identification number is shown in Exhibit A attached hereto. Debtor will give at least 30 days advance written notice to Secured Party of any change in Debtor's name.
- (b) The Collateral will be used primarily for business purposes.
- (c) Debtor's chief place of business is located at the address shown in Exhibit A. Debtor's records concerning its accounts and contract rights are kept at such address. The Collateral is located at the addresses set forth on Exhibit A. Debtor will give advance notice to Secured Party of any change in Debtor's name, jurisdiction of organization or chief place of business and any change in or addition of any Collateral location or any change in the location of Debtor's records concerning the Collateral.

Debtor has (or will have at the time Debtor acquires rights in Collateral hereafter arising) and will maintain absolute title to each item of Collateral free and clear of all security interests, liens and encumbrances, except the Security Interest and Permitted Liens as set forth in that certain Secured Convertible Note, dated as of the date hereof, of Debtor made payable to the order of Secured Party in the original principal amount of \$200,000 (as

\$100,000 

amended, modified, supplemented, restated or replaced from, time to time, the "Note"), and will defend the Collateral against all claims or demands of all persons other than Secured Party and holders of Permitted Liens.

- (e) Except as otherwise provided in the Note, Debtor will not sell or otherwise transfer or dispose of the Collateral or any interest therein.
- (f) All rights to payment and all instruments, documents, chattel papers and other agreements constituting or evidencing Collateral are (or will be when arising or issued) the valid, genuine and legally enforceable obligation, subject to no defense, setoff or counterclaim (other than those arising in the ordinary course of business) of each account debtor or other obligor named therein or in Debtor's records pertaining thereto as being obligated to pay such obligation. Debtor will not agree to any modification, amendment or cancellation of any such obligation without Secured Party's prior written consent except discounts in the ordinary course of business, and will not subordinate any such right to payment to claims of other creditors of such account debtor or other obligor.
- (g) Debtor will keep all tangible Collateral in good repair, working order and condition, normal depreciation excepted, and will, from time to time, replace any worn, broken or defective parts thereof.
- (h) Except as otherwise provided in the Note, Debtor will promptly pay all taxes and other governmental charges levied or assessed upon or against any Collateral or upon or against the creation, perfection or continuance of the Security Interest.
- (i) Debtor will promptly notify Secured Party of any material loss of or damage to any Collateral or of any adverse change in the prospect of payment of any material sums due on or under any instrument, chattel paper, account or contract right constituting Collateral.
- (j) Debtor will if Secured Party at any time so requests (whether the request is made before or after the occurrence of an Event of Default), promptly deliver to Secured Party any instrument, document or chattel paper constituting Collateral, duly endorsed or assigned by Debtor to Secured Party.
- ~~(k) Debtor will at all times keep all Collateral insured against risks of fire (including so-called extended coverage), theft, and such other risks and in such amounts as Secured Party may reasonably request, with any loss payable to Secured Party to the extent of its interest,~~
- (l) Debtor hereby authorizes the filing of such financing statements as Secured Party may

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deem necessary or useful to be filed in order to perfect the Security Interest and, if any Collateral is covered by a certificate of title, Debtor will from time to time execute such documents as may be required to have the Security Interest properly noted on a certificate of title. In addition, Debtor authorizes Secured Party to file from time to time such financing statements against the Collateral described as "all personal property" or "all assets" or the like as Secured Party deems necessary or useful to perfect the Security Interest (and reaffirms its authorization of the filing of any financing statements filed prior to the date of this Agreement).

- (m) Debtor will pay when due or reimburse Secured Party on demand for all costs of collection of any of the Obligations and all other out-of-pocket expenses (including in each case all attorneys' fees) incurred by Secured Party in connection with the creation, perfection, satisfaction or enforcement of the Security Interest or the execution or creation, continuance, or enforcement of this Agreement or any or all of the Obligations.
- (n) Debtor will take all such actions as Secured Party may reasonably request to permit the Secured Party to establish and perfect the Security Interest in all jurisdictions Secured Party deems necessary. Without in any way limiting the generality of the foregoing, Debtor will execute, deliver or endorse any and all instruments, documents, assignments, security agreements and other agreements and writings which Secured Party may at any time reasonably request in order to secure, protect, perfect or enforce the Security Interest and Secured Party's rights under this Agreement.
- (o) Debtor will not use or keep any Collateral, or permit it to be used or kept, for any unlawful purpose or in violation of any federal, state or local law, statute or ordinance.
- (p) Debtor will not permit any tangible Collateral to be located in any state (and, if a county filing is required, in any county) in which a financing statement covering such Collateral is required to be, but has not in fact been, filed.

If Debtor at any time fails to perform or observe any of the foregoing agreements, immediately upon the occurrence of such failure, without notice or lapse of time, Secured Party may (but need not) perform or observe such agreement on behalf and in the name, place and stead of Debtor (or, at Secured Party's option, in Secured Party's own name) and may (but need not) take ~~any and all other actions which Secured Party may reasonably deem necessary to cure or correct~~ such failure (including, without limitation, the payment of taxes, the satisfaction of security interests, liens, or encumbrances, the performance of obligations under contracts or agreements with account debtors or other obligors, the procurement and maintenance of insurance, the execution of financing statements, the endorsement of instruments, and the procurement of repairs,

transportation or insurance); and, except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Debtor shall thereupon pay Secured Party on demand the amount of all moneys expended and all costs and expenses (including attorneys' fees) incurred by Secured Party in connection with or as a result of Secured Party's performing or observing such agreements or taking such actions, together with interest thereon from the date expended or incurred by Secured Party at the highest rate then applicable to any of the Obligations. To facilitate the performance or observance by Secured Party of such agreements of Debtor, Debtor hereby irrevocably appoints (which appointment is coupled with an interest) Secured Party, or its delegate, as the attorney-in-fact of Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Debtor, any and all instruments, documents, financing statements, applications for insurance and other agreements and writings required to be obtained, executed, delivered or endorsed by Debtor.

3. Account Verification and Collection Rights of Secured Party. Secured Party shall have the right (after the occurrence of an Event of Default) to verify any accounts in the name of Debtor or in Secured Party's own name; and Debtor, whenever requested, shall furnish Secured Party with duplicate statements of the accounts, which statements may be mailed or delivered by Secured Party. Secured Party may at any time (after the occurrence of an Event of Default) notify any account debtor or any other person obligated to pay any amount due, that such chattel paper, account or other right to payment has been assigned or transferred to Secured Party for security and shall be paid directly to Secured Party. If Secured Party so requests at any time (after the occurrence of an Event of Default), Debtor will so notify such account debtors and other obligors. in writing and will indicate on all invoices to such account debtors or other obligors that the amount due is payable directly to Secured Party. At any time after Secured, Party or Debtor gives such notice to an account debtor or other obligor, Secured Party may (but need not), in Secured Party's own name or in Debtor's name, demand, sue for, collect or receive any money or property at any time payable or receivable on account of, or securing, any such chattel paper, account or other right to payment, or grant. any extension to, make any compromise. or settlement with or otherwise agree to waive, modify, amend or change the. obligations (including collateral obligations) of any such account debtor or other obligor.

4. Assignment of Insurance. Debtor hereby assigns to Secured Party, as additional security for the payment of the Obligations, any and all moneys (including but not limited to proceeds of insurance and refunds of unearned premiums) due or to become due under, and all other rights of Debtor under or with respect to, any and all policies of insurance covering the Collateral, and Debtor hereby directs the issuer of any such policy to pay any such moneys directly to Secured Party, Both before and after the occurrence of an Event of Default, Secured Party may (but need not) in Secured Party's own name or in Debtor's name, execute and deliver proofs of

claim, receive all such moneys, endorse checks and other instruments representing payment of such moneys, and adjust, litigate, compromise or release any claim against the issuer of any such policy.

5. Right to Offset. Nothing in this Agreement shall be deemed a waiver or prohibition of Secured Party's right of offset, or counterclaim, which right Debtor hereby grants to Secured Party.

6. Events of Default. The occurrence of any Event of Default, as defined in the Note, shall constitute an Event of Default hereunder.

7. Remedies Upon Event of Default. Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the written satisfaction of Secured Party, Secured Party may exercise any one or more of the rights or remedies set forth in the Note. All rights and remedies of Secured Party shall be cumulative and maybe exercised singularly or concurrently, at Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to not bar the exercise or enforcement of any other.

8. Other Personal Property. If at the time Secured Party takes possession of any tangible Collateral, any goods, papers or other properties of Debtor, not affixed to or constituting a part of such Collateral, are located or to be found upon or within such Collateral, Debtor agrees to notify Secured Party in writing of that fact, describing the property so located or to be found, within 7 calendar days after the date on which Secured Party took possession. Unless and until Secured Party receives such notice from Debtor, Secured Party shall not be responsible or liable to Debtor for any action taken or omitted by or on behalf of Secured Party with respect to such property without actual knowledge of the existence of any such property or without actual knowledge of the fact that it was located or to be found upon such Collateral.

9. Amendment: Waivers. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Secured Party and Debtor. A waiver shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Secured Party's rights or remedies.

10. Notices. All notices to be given to Debtor shall be deemed sufficiently given if mailed by registered or certified mail, postage prepaid, or delivered to Debtor at Debtor's address set forth on Exhibit A or at the most recent address shown on Secured Party's records,

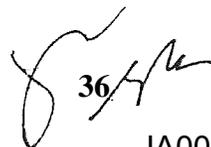
11. Miscellaneous. Secured Party's duty of care with respect to Collateral in its possession (as imposed by law) shall be deemed fulfilled if Secured Party exercises reasonable

care in physically safekeeping such Collateral or, in the case of Collateral in the custody or possession of a bailee or other third person, exercises reasonable care in the selection of the bailee or other third person, and Secured Party need not otherwise preserve, protect, insure or care for any Collateral. Secured Party shall use reasonable efforts to preserve any rights Debtor may have against prior parties, to realize on the Collateral at all or in any particular manner or order, or to apply any cash proceeds of Collateral in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Debtor and Secured Party and their respective representatives, successors and assigns and shall take effect when signed by Debtor and delivered to Secured Party, and Debtor waives notice of Secured Party's acceptance hereof. This Agreement shall be governed by the internal laws of the State of Wisconsin, without giving effect to the principles of conflicts of laws,

12. Joint and Several Liability. BY SIGNING THIS AGREEMENT, EACH DEBTOR AGREES THAT THE COLLATERAL PLEDGED BY IT SECURES THE PAYMENT OF ALL OBLIGATIONS, AND THAT THE SECURED PARTY CAN ENFORCE ITS RIGHTS AND REMEDIES HEREUNDER AGAINST ANY ONE OR MORE OF THE DEBTORS, IN THE SECURED PARTY'S SOLE AND UNLIMITED DISCRETION. Without in any way limiting the generality of the foregoing, each Debtor acknowledges and agrees that the Secured Party may at any time and from time to time, without the consent of, or notice to, any Debtor, without incurring responsibility to any Debtor, and without affecting, impairing or releasing any of the obligations of any Debtor hereunder:

- (a) sell, exchange, surrender, realize upon, release (with or without consideration) or otherwise deal with in any manner and in any order any property of any Debtor securing the Obligations;
- (b) exercise or refrain from exercising any rights against any Debtor, or otherwise act or refrain from acting;
- (c) fail to set off and/or release, in whole or in part, any balance of any account or any credit on its books in favor of any Debtor, or of any other person, and extend credit in any manner whatsoever to any Debtor, and generally deal with any Debtor and any of its property in any manner as the Secured Party may see fit; and/or
- ~~(d) consent to or waive any breach of, or any act, omission or default under, this Agreement or any other agreement, by any one or more Debtors.~~

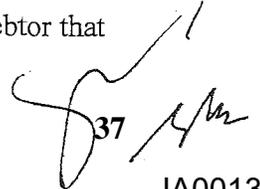
13. No Release. Until all of the Obligations have been paid in full, the obligations of any Debtor hereunder shall not be released, in whole or in part, by any action or thing (other than


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irrevocable payment in full) which might, but for this provision of this Agreement, be deemed a legal or equitable discharge of a surety or guarantor, or by reason of any waiver, extension, modification, forbearance or delay or other act or omission of the Secured Party or its failure to proceed promptly or otherwise, or by reason of any action taken or omitted by the Secured Party whether or not such action or failure to act varies or increases the risk of; or affects the rights or remedies of, any Debtor, nor shall any release of any security for any of the Obligations by operation of law or by the action of any third party affect in any way the obligations of any Debtor hereunder, and each Debtor hereby expressly waives and surrenders any defense to its liability hereunder based upon any of the foregoing acts, omissions, things, agreements, or waivers of any of them,

14. Actions Not Required. Each Debtor hereby waives any and all right to cause a marshalling of any other Debtor's assets or any other action by any court or other governmental body with respect thereto insofar as the rights of the Secured Party hereunder are concerned or to cause the Secured Party to proceed against any security for the Obligations or any other recourse which the Secured Party may have with respect thereto, and further waives any and all requirements that the Secured Party institute any action or proceeding at law or in equity against any other Debtor or anyone else, or with respect to this Agreement, or any of the Collateral, as a condition precedent to making demand on, or bringing an action or obtaining and/or enforcing a judgment against, any Debtor. Each Debtor further waives any requirement that the Secured Party seek performance by any other Debtor or any other person, of any obligation under this Agreement or any other agreement as a condition precedent to making a demand on, or bringing an action or obtaining and/or enforcing a judgment against, any Debtor. No Debtor shall have any right of setoff against the Secured Party with respect to any of its obligations hereunder. Any remedy or right hereby granted which shall be found to be unenforceable as to any person or under any circumstance, for any reason, shall in no way limit or prevent the enforcement of such remedy or right as to any other person or circumstance, nor shall such unenforceability limit or prevent enforcement of any other remedy or right hereby granted.

15. A Debtor's Bankruptcy. Each Debtor expressly agrees that its liability and obligations under this Agreement shall not in any way be affected by the institution by or against any other Debtor or any other person or entity of any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or any other similar proceedings for relief under any bankruptcy law or similar law for the relief of debtors, or any action taken or not taken by the Secured Party in connection therewith, and that any discharge of any Debtor pursuant to any such bankruptcy or similar law or other laws shall not discharge or otherwise affect in any way the obligations of any other Debtor under this Agreement or with respect to the Obligations, and that upon or at any time after the institution of any of the above actions, at the Secured Party's sole discretion, the Debtors' joint and several obligations shall be enforceable against any Debtor that

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is not itself the subject of such proceedings. Each Debtor expressly waives any right to argue that the Secured Party's enforcement of any remedies against that Debtor is stayed by reason of the pendency of any such proceedings against any other Debtor.

16. Consent to Jurisdiction, Waiver. DEBTOR SUBMITS AND CONSENTS TO PERSONAL JURISDICTION OF THE COURTS OF THE STATE OF NEVADA FOR THE ENFORCEMENT OF THIS AGREEMENT AND WAIVES ANY AND ALL PERSONAL RIGHTS UNDER THE LAWS OF ANY STATE OR THE UNITED STATES OF AMERICA TO OBJECT TO JURISDICTION IN THE STATE OF NEVADA. AT THE ELECTION OF SECURED PARTY, LITIGATION MAY BE COMMENCED TN ANY STATE COURT OF GENERAL JURISDICTION FOR THE STATE OF NEVADA OR ANY UNITED STATES DISTRICT COURT LOCATED IN NEVADA. NOTHING CONTAINED HEREIN SHALL PREVENT SECURED PARTY FROM BRINGING ANY ACTION AGAINST DEBTOR OR EXERCISING ANY RIGHTS AGAINST ANY SECURITY GIVEN TO SECURED PARTY, OR AGAINST DEBTOR PERSONALLY, OR AGAINST ANY PROPERTY OF DEBTOR, WITHIN ANY OTHER STATE. COMMENCEMENT OF ANY SUCH ACTION OR PROCEEDING IN ANY OTHER STATE SHALL NOT CONSTITUTE A WAIVER OF CONSENT TO JURISDICTION OR A WAIVER OF THE SUBMISSION MADE BY DEBTOR TO PERSONAL JURISDICTION WITHIN THE STATE OF NEVADA. DEBTOR WAIVES TRIAL BY JURY IN ANY JUDICIAL PROCEEDING TO WHICH DEBTOR IS INVOLVED DIRECTLY OR INDIRECTLY AND ANY MATTER, IN ANY WAY ARISING OUT OF, RELATED TO, OR, CONNECTED WITH THIS AGREEMENT OR THE RELATIONSHIP ESTABLISHED HEREUNDER, AND WHETHER ARISING OR ASSERTED BEFORE OR AFTER THE DATE OF THIS AGREEMENT.

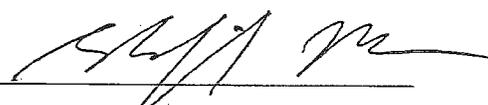
THE PARTIES have executed this Security Agreement the day and year first above written:

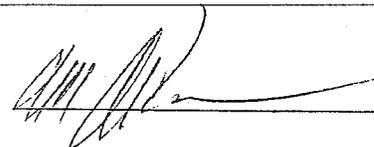
DEBTOR:

SECURED CREDITOR:

BOULEVARD FURNITURE INC.

MICHAEL AHDERS

By: 



Its: President

100,000.00

November 21st, 2016

Secured Promissory Note

FOR VALUE RECEIVED, the undersigned, BOULEVARD FURNITURE, INC., a Nevada corporation, whose address is 3500 So. Maryland Parkway, Suite 171, Las Vegas, Nevada 89169; SHAFIK HIRJI; and SHAFIK BROWN (collectively the "Borrower"), promises to pay One Hundred Thousand Dollars and No Cents (\$100,000.00), together with interest according to the terms of this secured promissory note (this "Note"), to the order of MICHAEL AHDERS (together with any future holder, the "Lender"). Capitalized terms used but not defined in this Note shall have the meanings assigned to them in the Security Agreement.

1. CONTRACT INTEREST RATE

The Borrower has agreed to repay the principle amount of \$100,000.00 plus interest of \$48,000.00 for a total of \$148,000.00, which shall be payable as set forth below.

2. SCHEDULED PAYMENTS

2.1 Monthly Payments

On the fifth day of January, 2017 and on the fifth day of each subsequent calendar month through December, 2017, the Borrower shall pay an installment in the amount of Four Thousand Dollars (\$4,000.00). Monthly installments of principal and interest shall be made when due, regardless of the prior acceptance by the Lender of unscheduled payments.

2.2 FINAL PAYMENT

The Loan shall mature on the fifth day of January, 2018 (the "Maturity Date"), when the Borrower shall pay its entire principal balance, together with all accrued interest and any other amounts owed by the Borrower under this Note or under any of the other documents entered into now or in the future in connection with the Loan (the "Loan Documents").

3. APPLICATION OF MONTHLY PRINCIPAL AND INTEREST PAYMENTS

When the Lender receives a monthly principal and interest payment, the Lender shall apply it first to interest in arrears for the previous month and then to the amortization of the principal amount of this Note, unless other amounts are then due under this Note or the other Loan Documents. If other amounts are due when a regular monthly payment is received, the Lender shall apply the payment first to accrued interest and then, at its discretion, either to those other amounts or to principal.

4. LATE CHARGE

If a Default exists (as defined in Section 6 below) and is not cured within the ten days a \$1,000.00 late fee will be due and owing. For every additional ten-day period that

accrues after the monthly due date an additional \$1,000.00 late fee will be due and payable. If four late fees of \$1,000 each are accrued by the Borrower in any one month the late fees when paid will serve to move that month's periodic payment one month. The late fees are not in place of the periodic payments that are scheduled but are in addition to.

5. PREPAYMENT

This Note may be prepaid in full without penalty.

6. DEFAULT

A default on this Note ("Default") shall exist if (a) the Lender fails to receive any required installment of principal and interest on or before the fifth (5th) day of the calendar month in which it is due, (b) the Borrower fails to pay the matured balance of this Note on the Maturity Date or (c) a "Default" exists as defined in any other Security Agreement. If a Default exists and the Lender engages counsel to collect any amount due under this Note or if the Lender is required to protect or enforce this Note in any probate, bankruptcy or other proceeding, then any expenses incurred by the Lender in respect of the engagement, including the reasonable fees and reimbursable expenses of counsel and including such costs and fees which relate to issues that are particular to any given proceeding, shall constitute indebtedness evidenced by this Note, shall be payable on demand, and shall bear interest at the Default Rate. Such fees and expenses include those incurred in connection with any action against the Borrower for a deficiency judgment after a foreclosure or trustee's sale of the Real Property under the Deed of Trust (defined below), including all of the Lender's reasonable attorneys' fees, property appraisal costs and witness fees.

7. ACCELERATION

If a Default exists, the Lender may, at its option, declare the unpaid principal balance of this Note to be immediately due and payable, together with all accrued interest on the Indebtedness, all costs of collection (including reasonable attorneys' fees and expenses) and all other charges due and payable by the Borrower under this Note or any other Loan Document. If the subject Default has arisen from a failure by the Borrower to make a regular monthly payment of principal and interest, the Lender shall not accelerate the Indebtedness unless the Lender shall have given the Borrower at least three (3) Business Days' advance Notice of its intent to do so.

If the subject Default is a Curable Nonmonetary Default, the Lender shall exercise its option to accelerate only by delivering Notice of acceleration to the Borrower. The Lender shall not deliver any such Notice of acceleration until (a) the Borrower has been given any required Notice of the prospective Default and (b) any applicable cure period has expired.

~~Except as expressly described in this Section, no Notice of acceleration shall be required in order for the Lender to exercise its option to accelerate the Indebtedness in the event of Default.~~

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8. SECURITY

This Note is secured by a Security Agreement and Fixture Filing (the "Security Agreement") granted by the Borrower to Lender granting a security interest in certain collateral and personal property. Reference is made to the Security Agreement for a description of the security and rights of the Lender. This reference shall not affect the absolute and unconditional obligation of the Borrower to repay the Loan in accordance with its terms.

9. SEVERABILITY

If any provision of this Note is held to be invalid, illegal or unenforceable in any respect, or operates, or would if enforced operate to invalidate this Note, then that provision shall be deemed null and void. Nevertheless, its nullity shall not affect the remaining provisions of this Note, which shall in no way be affected, prejudiced or disturbed.

10. WAIVER

Except to the extent that such rights are expressly provided in this Note, the Borrower waives demand, presentment for payment, notice of intent to accelerate, notice of acceleration, protest, notice of protest, dishonor and of nonpayment and any and all lack of diligence or delays in collection or enforcement of this Note. Without affecting the liability of the Borrower under this Note, the Lender may release any of the Property, grant any indulgence, forbearance or extension of time for payment, or release any other person now or in the future liable for the payment or performance of any obligation under this Note or any of the Loan Documents.

The Borrower further (a) waives any homestead or similar exemption; (b) waives any statute of limitation; (c) agrees that the Lender may, without impairing any future right to insist on strict and timely compliance with the terms of this Note, grant any number of extensions of time for the scheduled payments of any amounts due, and may make any other accommodation with respect to the Indebtedness evidenced by this Note; (d) waives any right to require a marshaling of assets; and (e) to the extent not prohibited by applicable law, waives the benefit of any law or rule of law intended for its advantage or protection as a debtor or providing for its release or discharge from liability under this Note, excepting only the defense of full and complete payment of all amounts due under this Note and the Loan Documents.

11. VARIATION IN PRONOUNS

All the terms and words used in this Note, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context or sense of this Note or any paragraph or clause herein may require, the same as if such word had been fully and properly written in the correct number and gender.

12. COMMERCIAL LOAN

The Borrower hereby represents and warrants to the Lender that the Loan was made for commercial or business purposes, and that the funds evidenced by this Note will be used solely in connection with such purposes.

13. REPLACEMENT OF NOTE

If this Note is lost or destroyed, the Borrower shall, at the Lender's request, execute and return to the Lender a replacement promissory note identical to this Note, provided the Lender delivers to the Borrower an affidavit to the foregoing effect. Upon delivery of the executed replacement Note, the Lender shall indemnify the Borrower from and against its actual damages suffered as a result of the existence of two Notes evidencing the same obligation. No replacement of this Note under this Section shall result in a novation of the Borrower's obligations under this Note.

14. GOVERNING LAW

This Note shall be construed and enforced according to, and governed by, the laws of Nevada without reference to conflicts of laws provisions which, but for this provision, would require the application of the law of any other jurisdiction.

15. TIME OF ESSENCE

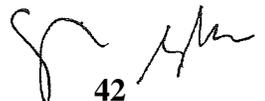
In the performance of the Borrower's obligations under this Note, time is of the essence.

16. NO ORAL AGREEMENTS

THIS NOTE AND ALL THE SECURITY AGREEMENT EMBODY THE FINAL, ENTIRE AGREEMENT OF THE BORROWER AND THE LENDER AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE LOAN AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF THE BORROWER AND THE LENDER. THERE ARE NO ORAL AGREEMENTS BETWEEN THE BORROWER AND THE LENDER. THE PROVISIONS OF THIS NOTE AND THE OTHER LOAN DOCUMENTS MAY BE AMENDED OR REVISED ONLY BY AN INSTRUMENT IN WRITING SIGNED BY THE BORROWER AND THE LENDER.

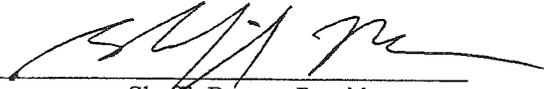
17. THE PARTIES FURTHER AGREE TO WAIVE ALL PROVISIONS OF CHAPTER 604A OF THE NEVADA REVISED STATUTES AND THE BORROWER SPECIFICALLY WAIVES ANY AND ALL PROTECTIONS, DEFENSES AND CAUSES OF ACTIONS UNDER NRS 604A.010-604A.940 AS AGAINST THE LENDER.

IN WITNESS WHEREOF, the Borrower has caused this Note to be duly executed as of the date first above written.



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BOULEVARD FURNITURE, INC. a Nevada corporation

By: 
Shaik Brown, President


SHAFIK HIRJI

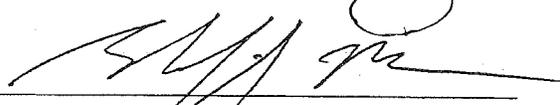

SHAFIK BROWN

EXHIBIT “4”

Cancer Care’s second confession of judgment,
secured promissory note and security agreement

COHEN-JOHNSON, LLC
255 E. Warm Springs Blvd., Suite 100
Las Vegas, Nevada 89119
(702) 823-3400 FAX (702) 823-3400

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CONF
COHEN-JOHNSON, LLC
H. STAN JOHNSON, ESQ.
Nevada Bar No. 00265
sjohnson@cohenjohnson.com
255 E. Warm Springs Rd., Suite 100
Las Vegas, Nevada 89119
Telephone: (702) 823-3500
Facsimile: (702) 823-3400
Attorneys for Plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

CANCER CARE FOUNDATION, INC., a
Nevada corporation.

Plaintiff.

v.

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

Defendants.

Defendants, hereby confesses to judgment in the amount of \$ 100,000.00, plus any unpaid interest due, late fees and other penalties, under the original note and any amendments or extensions, less any amounts paid pursuant to the promissory note, plus accrued interest at the legal rate allowed, unless otherwise satisfied based on the following terms and conditions:

1. This Confession of Judgment is for debt justly due from Defendant to Plaintiff.
2. The Note, and any amendments or extensions are attached herein and incorporated by reference.
3. If Defendant fails to adhere to the terms of the Note, and any amendments or extensions, Plaintiff shall file this Confession of Judgment. Thereafter Plaintiff shall be permitted to seek any and all permissible relief. Plaintiff shall also be entitled to all reasonable attorney's fees and costs in pursuing collection of this Confession of Judgment.

COHEN-JOHNSON, LLC
255 E. Warm Springs Road, Suite 100
Las Vegas, Nevada 89119
(702) 833-1500 FAX (702) 823-3400

1 4. If Defendant fails to adhere to terms of Note, and any amendments or extensions,
2 Plaintiff shall provide written notice of said default to the Defendants. The Defendant shall have
3 five (5) calendar days to cure said default. If the default is not cured in full the Plaintiff may file
4 and record this Confession of Judgment and take all steps to protect the rights of the Plaintiff
5 hereunder.

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DATED this 20th day of December, 2016.

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BOULEVARD FURNITURE, INC., a Nevada corporation.

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By: 
Shafik Brown, President

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Shafik Brown, individually

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Shafik Harji, individually

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SUBSCRIBED AND SWORN TO before me this 20th day of December, 2016.

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NOTARY PUBLIC

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100,000.00

December 20, 2016

Secured Promissory Note

FOR VALUE RECEIVED, the undersigned, BOULEVARD FURNITURE, INC., a Nevada corporation, whose address is 3500 So. Maryland Parkway, Suite 171, Las Vegas, Nevada 89169; SHAFIK HIRJI; and SHAFIK BROWN (collectively the "Borrower"), promises to pay One Hundred Thousand Dollars and No Cents (\$100,000.00), together with interest according to the terms of this secured promissory note (this "Note"), to the order of CANCER CARE FOUNDATION, INC. (together with any future holder, the "Lender"). Capitalized terms used but not defined in this Note shall have the meanings assigned to them in the Security Agreement.

1. CONTRACT INTEREST RATE

The Borrower has agreed to repay the principle amount of \$100,000.00 plus interest which shall be payable as set forth below.

2. SCHEDULED PAYMENTS

2.1 Monthly Payments

On the twenty-first day of January, 2017; on the twenty-first day of February, 2017; and on the twenty-first day of March, 2017, the Borrower shall pay an installment in the amount of Four Thousand Dollars (\$4,000.00). Monthly installments of principal and interest shall be made when due, regardless of the prior acceptance by the Lender of unscheduled payments.

2.2 FINAL PAYMENT

The Loan shall mature on the twenty-fifth day of March, 2017 (the "Maturity Date"), when the Borrower shall pay its entire principal balance, together with all accrued interest and any other amounts owed by the Borrower under this Note or under any of the other documents entered into now or in the future in connection with the Loan (the "Loan Documents"). If the loan is not repaid on the Maturity Date the Loan will continue to accrue interest based upon the interest rate calculated from the monthly interest payments set forth above.

3. APPLICATION OF MONTHLY PRINCIPAL AND INTEREST PAYMENTS

When the Lender receives a monthly principal and interest payment, the Lender shall apply it first to interest in arrears for the previous month and then to the amortization of the principal amount of this Note, unless other amounts are then due under this Note or the other Loan Documents. If other amounts are due when a regular monthly payment is received, the Lender shall apply the payment first to accrued interest and then, at its discretion, either to those other amounts or to principal.

4. **LATE CHARGE**

If a Default exists (as defined in Section 7 below) and is not cured within the five days a \$4,000.00 late fee will be due and owing. For every additional five-day period that accrues after the monthly due date an additional \$4,000.00 late fee will be due and payable.

5. **INTEREST LATE CHARGE**

If the Lender does not receive any scheduled monthly principal and interest payment on or before the tenth (10th) day of the calendar month in which it is due, the Lender will send the Borrower written Notice that a late charge equal to five percent (5%) of the late payment has accrued. The Borrower shall pay any such late charge on or before the tenth day of the calendar month following the month during which the late payment was scheduled to have been received. Interest on unpaid late charges shall, at the Lender's discretion, accrue at the Note Rate beginning on the first day of the calendar month following their accrual.

6. **PREPAYMENT**

This Note may be prepaid in full without penalty.

7. **DEFAULT**

A default on this Note ("Default") shall exist if (a) the Lender fails to receive any required installment of principal and interest on or before the fifth (5th) day of the calendar month in which it is due, (b) the Borrower fails to pay the matured balance of this Note on the Maturity Date or (c) a "Default" exists as defined in any other Security Agreement. If a Default exists and the Lender engages counsel to collect any amount due under this Note or if the Lender is required to protect or enforce this Note in any probate, bankruptcy or other proceeding, then any expenses incurred by the Lender in respect of the engagement, including the reasonable fees and reimbursable expenses of counsel and including such costs and fees which relate to issues that are particular to any given proceeding, shall constitute indebtedness evidenced by this Note, shall be payable on demand, and shall bear interest at the Default Rate. Such fees and expenses include those incurred in connection with any action against the Borrower for a deficiency judgment after a foreclosure or trustee's sale of the Real Property under the Deed of Trust (defined below), including all of the Lender's reasonable attorneys' fees, property appraisal costs and witness fees.

8. **ACCELERATION**

If a Default exists, the Lender may, at its option, declare the unpaid principal balance of this Note to be immediately due and payable, together with all accrued interest on the Indebtedness, all costs of collection (including reasonable attorneys' fees and expenses) and all other charges due and payable by the Borrower under this Note or any other Loan Document. If the subject Default has arisen from a failure by the Borrower to make a regular monthly payment of principal and interest, the Lender shall not accelerate the Indebtedness unless the Lender shall have given the Borrower at least three (3) Business Days' advance Notice of its intent to do so.

If the subject Default is a Curable Nonmonetary Default, the Lender shall exercise its option to accelerate only by delivering Notice of acceleration to the Borrower. The Lender shall not deliver any such Notice of acceleration until (a) the Borrower has been given any required Notice of the prospective Default and (b) any applicable cure period has expired.

Except as expressly described in this Section, no Notice of acceleration shall be required in order for the Lender to exercise its option to accelerate the Indebtedness in the event of Default.

9. SECURITY

This Note is secured by a Security Agreement and Fixture Filing (the "Security Agreement") granted by the Borrower to Lender granting a security interest in certain collateral and personal property. Reference is made to the Security Agreement for a description of the security and rights of the Lender. This reference shall not affect the absolute and unconditional obligation of the Borrower to repay the Loan in accordance with its terms.

10. SEVERABILITY

If any provision of this Note is held to be invalid, illegal or unenforceable in any respect, or operates, or would if enforced operate to invalidate this Note, then that provision shall be deemed null and void. Nevertheless, its nullity shall not affect the remaining provisions of this Note, which shall in no way be affected, prejudiced or disturbed.

11. WAIVER

Except to the extent that such rights are expressly provided in this Note, the Borrower waives demand, presentment for payment, notice of intent to accelerate, notice of acceleration, protest, notice of protest, dishonor and of nonpayment and any and all lack of diligence or delays in collection or enforcement of this Note. Without affecting the liability of the Borrower under this Note, the Lender may release any of the Property, grant any indulgence, forbearance or extension of time for payment, or release any other person now or in the future liable for the payment or performance of any obligation under this Note or any of the Loan Documents.

The Borrower further (a) waives any homestead or similar exemption; (b) waives any statute of limitation; (c) agrees that the Lender may, without impairing any future right to insist on strict and timely compliance with the terms of this Note, grant any number of extensions of time for the scheduled payments of any amounts due, and may make any other accommodation with respect to the Indebtedness evidenced by this Note; (d) waives any right to require a marshaling of assets; and (e) to the extent not prohibited by applicable law, waives the benefit of any law or rule of law intended for its advantage or protection as a debtor or providing for its release or discharge from liability under this Note, excepting only the defense of full and complete payment of all amounts due under this Note and the Loan Documents.

12. VARIATION IN PRONOUNS

All the terms and words used in this Note, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context or sense of this Note or any paragraph or clause herein may require, the same as if such word had been fully and properly written in the correct number and gender.

13. COMMERCIAL LOAN

The Borrower hereby represents and warrants to the Lender that the Loan was made for commercial or business purposes, and that the funds evidenced by this Note will be used solely in connection with such purposes.

14. REPLACEMENT OF NOTE

If this Note is lost or destroyed, the Borrower shall, at the Lender's request, execute and return to the Lender a replacement promissory note identical to this Note, provided the Lender delivers to the Borrower an affidavit to the foregoing effect. Upon delivery of the executed replacement Note, the Lender shall indemnify the Borrower from and against its actual damages suffered as a result of the existence of two Notes evidencing the same obligation. No replacement of this Note under this Section shall result in a novation of the Borrower's obligations under this Note.

15. GOVERNING LAW

This Note shall be construed and enforced according to, and governed by, the laws of Nevada without reference to conflicts of laws provisions which, but for this provision, would require the application of the law of any other jurisdiction.

16. TIME OF ESSENCE

In the performance of the Borrower's obligations under this Note, time is of the essence.

17. NO ORAL AGREEMENTS

THIS NOTE AND ALL THE SECURITY AGREEMENT EMBODY THE FINAL, ENTIRE AGREEMENT OF THE BORROWER AND THE LENDER AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE LOAN AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF THE BORROWER AND THE LENDER. THERE ARE NO ORAL AGREEMENTS BETWEEN THE BORROWER AND THE LENDER. THE PROVISIONS OF THIS NOTE AND THE OTHER LOAN DOCUMENTS MAY BE AMENDED OR REVISED ONLY BY AN INSTRUMENT IN WRITING SIGNED BY THE BORROWER AND THE LENDER.

18. THE PARTIES FURTHER AGREE TO WAIVE ALL PROVISIONS OF

CHAPTER 604A OF THE NEVADA REVISED STATUTES AND THE
BORROWER SPECIFICALLY WAIVES ANY AND ALL PROTECTIONS,
DEFENSES AND CAUSES OF ACTIONS UNDER NRS 604A.010-604A.940 AS
AGAINST THE LENDER.

IN WITNESS WHEREOF, the Borrower has caused this Note to be duly executed as of the date
first above written.

BOULEVARD FURNITURE, INC. a Nevada
corporation

By: 
Shafik Brown, President

SHAFIK HIRJI



SHAFIK BROWN

SECURITY AGREEMENT

This agreement is entered into this 20th day of December, 2016 by and between BOULEVARD FURNITURE INC., a Nevada corporation ("Debtor") and Cancer Care Foundation, Inc. ("Secured Party"). In consideration of one dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security Interest and Collateral. In order to secure payment and performance of each and every debt, liability and obligation of every type and description which any Debtor may now or at any time hereafter owe to Secured Party whether such debt, liability or obligation now exists or is hereafter created or incurred, whether it arises under or is evidenced by this Security Agreement (this "Agreement") or any other present or future instrument or agreement or by operation of law, and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or sole, joint, several or joint and several (all such debts, liabilities and obligations and any amendments, extensions, renewals, or replacements thereof are herein collectively referred to as the "Obligation"), the Debtor hereby grants Secured Party a security interest (the "Security Interest") in all of such Debtor's property (the "Collateral"), including without limitation the following:

- (a) Inventory and Goods: All inventory of Debtor, whether now owned or hereafter acquired and wherever located and other tangible personal property held for sale or lease or furnished or to be furnished under contracts of service or consumed in Debtor's business, and all goods of Debtor, whether now owned or hereafter acquired and wherever located, including without limitation all goods, and all other Inventory and Goods, as each such term may be defined in the Uniform Commercial Code as in effect in the state of Nevada from time to time (the "UCC"), of the Debtor, whether now owned or hereafter acquired;
- (b) Equipment: All equipment of Debtor, whether now owned or hereafter acquired and wherever located, including but not limited to all present and future equipment, machinery, tools, motor vehicles, trade fixtures, furniture, furnishings, office and record keeping equipment and all goods for use in Debtor's business, and all other Equipment (as such term may be defined in the UCC) of the Debtor, whether now owned or hereafter acquired, together with all parts, equipment and attachments relating to any of the foregoing;

- (c) Accounts: Contract Rights and Other Rights to Payment: Each and every right of Debtor to the payment of money, whether such right to payment now exists or hereafter arises, whether such right to payment arises out of a sale, lease, license, assignment or other disposition of goods or other property by Debtor, out of a rendering of services by Debtor, out of a loan by Debtor, out of the overpayment of taxes or other liabilities of Debtor, or otherwise arises under any contract or agreement, whether such right to payment is or is not already earned by performance, and howsoever such right to payment may be evidenced, together with all other rights and interests (including all liens and security interests) which Debtor may at any time have by law or agreement against any account debtor or other obligor obligated to make any such payment or against any of the property of such account debtor or other obligor; all including but not limited to all present and future debt instruments, chattel papers, accounts, license fees, contract rights, loans and obligations receivable and tax refunds, and all other Accounts (as such term may be defined in the UCC) of the Debtor, whether now owned or hereafter acquired:
- (d) Instruments: All instruments, chattel paper, letters of credit or other documents of Debtor, whether now owned or hereafter acquired, including but not limited to promissory notes, drafts, bills of exchange and trade acceptances; all rights and interests of Debtor, whether now existing or hereafter created or arising, under leases, licenses or other contracts, and all other Instruments (as such term may be defined in the UCC) of the Debtor, whether now owned or hereafter acquired:
- (e) Deposit Accounts and Investment Property: All right, title and interest of Debtor in all deposit and investment accounts maintained with any bank, savings and loan association, broker, brokerage, or any other financial institution, together with all monies and other property deposited or held therein, including, without limitation, any checking account, savings account, escrow account, savings certificate and margin account, and all securities, whether certificated or uncertificated, security entitlements, securities accounts, commodity contracts, and commodity accounts, and all other Deposit Accounts and Investment Property (as each such term may be defined in the UCC) of the Debtor, whether now owned or hereafter acquired:
- (f) General Intangibles: All general intangibles of Debtor, whether now owned or hereafter acquired, including, but not limited to, applications for patents, patents, copyrights, trademarks, trade secrets, good will, trade names, applications for trademarks, customer lists, permits and franchises, software, and the right to use Debtor's name, and any and all membership interests, governance rights, and financial rights in each and every limited

liability company, and all payment intangibles, and all other General Intangibles (as such term may be defined in the UCC) of the Debtor, whether now owned or hereafter acquired:

- (g) Chattel Paper: All Chattel Paper (as such term may be defined in the UCC) of the Debtor, whether tangible or electronic, and whether now owned or hereafter acquired: and
- (h) Documents, Etc.: All of Debtor's rights in promissory notes, documents, letter of credit rights and supporting obligations (and security interests and liens securing them) (as any such term may be defined in the UCC) whether now owned or hereafter acquired: together with all substitutions and replacements for and products of any of the foregoing property and proceeds of any and all of the foregoing property and, in the case of all tangible Collateral, together with (i) all accessories, attachments, parts, equipment, accessories, and repairs, now or hereafter attached or affixed to or used in connection with any such goods, (ii) all warehouse receipts, bills of lading and other documents of title now or hereafter covering such goods, and (iii) all books and records of Debtor.

2. Representations, Warranties and Agreements. Each Debtor represents, warrants and agrees that:

- (a) Debtor is a Nevada corporation duly organized or incorporated (as applicable), validly existing and in good standing under the laws of the state of Nevada. This Agreement and the other Loan Documents (as defined in the Note defined below) to which Debtor is a party has been duly and validly authorized by all necessary limited liability company or corporate, as the case may be, action. Debtor has full power and authority to execute this Agreement and the other Loan Documents to which it is a party, to perform Debtor's obligations hereunder and thereunder and to subject the Collateral to the Security Interest. Debtor's legal name, jurisdiction of organization or incorporation and organizational identification number is shown in Exhibit A attached hereto. Debtor will give at least 30 days advance written notice to Secured Party of any change in Debtor's name.
- (b) The Collateral will be used primarily for business purposes.
- (c) Debtor's chief place of business is located at the address shown in Exhibit A. Debtor's records concerning its accounts and contract rights are kept at such address. The Collateral is located at the addresses set forth on Exhibit A. Debtor will give advance notice to Secured Party of any change in Debtor's name, jurisdiction of organization or chief place of business and any change in or addition of any Collateral location or any

change in the location of Debtor's records concerning the Collateral.

Debtor has (or will have at the time Debtor acquires rights in Collateral hereafter arising) and will maintain absolute title to each item of Collateral free and clear of all security interests, liens and encumbrances, except the Security Interest and Permitted Liens as set forth in that certain Secured Convertible Note, dated as of the date hereof, of Debtor made payable to the order of Secured Party in the original principal amount of \$200,000 (as amended, modified, supplemented, restated or replaced from time to time, the "Note"), and will defend the Collateral against all claims or demands of all persons other than Secured Party and holders of Permitted Liens.

- (e) Except as otherwise provided in the Note, Debtor will not sell or otherwise transfer or dispose of the Collateral or any interest therein.
- (f) All rights to payment and all instruments, documents, chattel papers and other agreements constituting or evidencing Collateral are (or will be when arising or issued) the valid, genuine and legally enforceable obligation, subject to no defense, setoff or counterclaim (other than those arising in the ordinary course of business) of each account debtor or other obligor named therein or in Debtor's records pertaining thereto as being obligated to pay such obligation. Debtor will not agree to any modification, amendment or cancellation of any such obligation without Secured Party's prior written consent except discounts in the ordinary course of business, and will not subordinate any such right to payment to claims of other creditors of such account debtor or other obligor.
- (g) Debtor will keep all tangible Collateral in good repair, working order and condition, normal depreciation excepted, and will, from time to time, replace any worn, broken or defective parts thereof.
- (h) Except as otherwise provided in the Note, Debtor will promptly pay all taxes and other governmental charges levied or assessed upon or against any Collateral or upon or against the creation, perfection or continuance of the Security Interest.
- (i) Debtor will promptly notify Secured Party of any material loss of or damage to any Collateral or of any adverse change in the prospect of payment of any material sums due on or under any instrument, chattel paper, account or contract right constituting Collateral.
- (j) Debtor will if Secured Party at any time so requests (whether the request is made before

or after the occurrence of an Event of Default), promptly deliver to Secured Party any instrument, document or chattel paper constituting Collateral, duly endorsed or assigned by Debtor to Secured Party.

- (k) Debtor will at all times keep all Collateral insured against risks of fire (including so-called extended coverage), theft, and such other risks and in such amounts as Secured Party may reasonably request, with any loss payable to Secured Party to the extent of its interest.
- (l) Debtor hereby authorizes the filing of such financing statements as Secured Party may deem necessary or useful to be filed in order to perfect the Security Interest and, if any Collateral is covered by a certificate of title, Debtor will from time to time execute such documents as may be required to have the Security Interest properly noted on a certificate of title. In addition, Debtor authorizes Secured Party to file from time to time such financing statements against the Collateral described as "all personal property" or "all assets" or the like as Secured Party deems necessary or useful to perfect the Security Interest (and reaffirms its authorization of the filing of any financing statements filed prior to the date of this Agreement).
- (m) Debtor will pay when due or reimburse Secured Party on demand for all costs of collection of any of the Obligations and all other out-of-pocket expenses (including in each case all attorneys' fees) incurred by Secured Party in connection with the creation, perfection, satisfaction or enforcement of the Security Interest or the execution or creation, continuance, or enforcement of this Agreement or any or all of the Obligations.
- (n) Debtor will take all such actions as Secured Party may reasonably request to permit the Secured Party to establish and perfect the Security Interest in all jurisdictions Secured Party deems necessary. Without in any way limiting the generality of the foregoing, Debtor will execute, deliver or endorse any and all instruments, documents, assignments, security agreements and other agreements and writings which Secured Party may at any time reasonably request in order to secure, protect, perfect or enforce the Security Interest and Secured Party's rights under this Agreement.
- (o) Debtor will not use or keep any Collateral, or permit it to be used or kept, for any unlawful purpose or in violation of any federal, state or local law, statute or ordinance.
- (p) Debtor will not permit any tangible Collateral to be located in any state (and, if a county filing is required, in any county) in which a financing statement covering such Collateral

is required to be, but has not in fact been, filed.

If Debtor at any time fails to perform or observe any of the foregoing agreements, immediately upon the occurrence of such failure, without notice or lapse of time, Secured Party may (but need not) perform or observe such agreement on behalf and in the name, place and stead of Debtor (or, at Secured Party's option, in Secured Party's own name) and may (but need not) take any and all other actions which Secured Party may reasonably deem necessary to cure or correct such failure (including, without limitation, the payment of taxes, the satisfaction of security interests, liens, or encumbrances, the performance of obligations under contracts or agreements with account debtors or other obligors, the procurement and maintenance of insurance, the execution of financing statements, the endorsement of instruments, and the procurement of repairs, transportation or insurance); and, except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Debtor shall thereupon pay Secured Party on demand the amount of all moneys expended and all costs and expenses (including attorneys' fees) incurred by Secured Party in connection with or as a result of Secured Party's performing or observing such agreements or taking such actions, together with interest thereon from the date expended or incurred by Secured Party at the highest rate then applicable to any of the Obligations. To facilitate the performance or observance by Secured Party of such agreements of Debtor, Debtor hereby irrevocably appoints (which appointment is coupled with an interest) Secured Party, or its delegate, as the attorney-in-fact of Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Debtor, any and all instruments, documents, financing statements, applications for insurance and other agreements and writings required to be obtained, executed, delivered or endorsed by Debtor.

3. Account Verification and Collection Rights of Secured Party. Secured Party shall have the right (after the occurrence of an Event of Default) to verify any accounts in the name of Debtor or in Secured Party's own name; and Debtor, whenever requested, shall furnish Secured Party with duplicate statements of the accounts, which statements may be mailed or delivered by Secured Party. Secured Party may at any time (after the occurrence of an Event of Default) notify any account debtor or any other person obligated to pay any amount due, that such chattel paper, account or other right to payment has been assigned or transferred to Secured Party for security and shall be paid directly to Secured Party. If Secured Party so requests at any time (after the occurrence of an Event of Default), Debtor will so notify such account debtors and other obligors, in writing and will indicate on all invoices to such account debtors or other obligors that the amount due is payable directly to Secured Party. At any time after Secured Party or Debtor gives such notice to an account debtor or other obligor, Secured Party may (but need not), in Secured Party's own name or in Debtor's name, demand, sue for, collect or receive

any money or property at any time payable or receivable on account of, or securing, any such chattel paper, account or other right to payment, or grant, any extension to, make any compromise, or settlement with or otherwise agree to waive, modify, amend or change the obligations (including collateral obligations) of any such account debtor or other obligor.

4. Assignment of Insurance. Debtor hereby assigns to Secured Party, as additional security for the payment of the Obligations, any and all moneys (including but not limited to proceeds of insurance and refunds of unearned premiums) due or to become due under, and all other rights of Debtor under or with respect to, any and all policies of insurance covering the Collateral, and Debtor hereby directs the issuer of any such policy to pay any such moneys directly to Secured Party. Both before and after the occurrence of an Event of Default, Secured Party may (but need not) in Secured Party's own name or in Debtor's name, execute and deliver proofs of claim, receive all such moneys, endorse checks and other instruments representing payment of such moneys, and adjust, litigate, compromise or release any claim against the issuer of any such policy.

5. Right to Offset. Nothing in this Agreement shall be deemed a waiver or prohibition of Secured Party's right of offset, or counterclaim, which right Debtor hereby grants to Secured Party.

6. Events of Default. The occurrence of any Event of Default, as defined in the Note, shall constitute an Event of Default hereunder.

7. Remedies Upon Event of Default. Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the written satisfaction of Secured Party, Secured Party may exercise any one or more of the rights or remedies set forth in the Note. All rights and remedies of Secured Party shall be cumulative and may be exercised singularly or concurrently, at Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other.

8. Other Personal Property. If at the time Secured Party takes possession of any tangible Collateral, any goods, papers or other properties of Debtor, not affixed to or constituting a part of such Collateral, are located or to be found upon or within such Collateral, Debtor agrees to notify Secured Party in writing of that fact, describing the property so located or to be found, within 7 calendar days after the date on which Secured Party took possession. Unless and until Secured Party receives such notice from Debtor, Secured Party shall not be responsible or liable to Debtor for any action taken or omitted by or on behalf of Secured Party with respect to such property, without actual knowledge of the existence of any such property or without actual

knowledge of the fact that it was located or to be found upon such Collateral.

9. Amendment; Waivers. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Secured Party and Debtor. A waiver shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Secured Party's rights or remedies.

10. Notices. All notices to be given to Debtor shall be deemed sufficiently given if mailed by registered or certified mail, postage prepaid, or delivered to Debtor at Debtor's address set forth on Exhibit A or at the most recent address shown on Secured Party's records.

11. Miscellaneous. Secured Party's duty of care with respect to Collateral in its possession (as imposed by law) shall be deemed fulfilled if Secured Party exercises reasonable care in physically safekeeping such Collateral or, in the case of Collateral in the custody or possession of a bailee or other third person, exercises reasonable care in the selection of the bailee or other third person, and Secured Party need not otherwise preserve, protect, insure or care for any Collateral. Secured Party shall use reasonable efforts to preserve any rights Debtor may have against prior parties, to realize on the Collateral at all or in any particular manner or order, or to apply any cash proceeds of Collateral in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Debtor and Secured Party and their respective representatives, successors and assigns and shall take effect when signed by Debtor and delivered to Secured Party, and Debtor waives notice of Secured Party's acceptance hereof. This Agreement shall be governed by the internal laws of the State of Wisconsin, without giving effect to the principles of conflicts of laws.

12. Joint and Several Liability. BY SIGNING THIS AGREEMENT, EACH DEBTOR AGREES THAT THE COLLATERAL PLEDGED BY IT SECURES THE PAYMENT OF ALL OBLIGATIONS, AND THAT THE SECURED PARTY CAN ENFORCE ITS RIGHTS AND REMEDIES HEREUNDER AGAINST ANY ONE OR MORE OF THE DEBTORS, IN THE SECURED PARTY'S SOLE AND UNLIMITED DISCRETION. Without in any way limiting the generality of the foregoing, each Debtor acknowledges and agrees that the Secured Party may at any time and from time to time, without the consent of, or notice to, any Debtor, without incurring responsibility to any Debtor, and without affecting, impairing or releasing any of the obligations of any Debtor hereunder:

(a) sell, exchange, surrender, realize upon, release (with or without consideration) or otherwise deal with in any manner and in any order any property of any Debtor securing

the Obligations:

- (b) exercise or refrain from exercising any rights against any Debtor, or otherwise act or refrain from acting;
- (c) fail to set off and/or release, in whole or in part, any balance of any account or any credit on its books in favor of any Debtor, or of any other person, and extend credit in any manner whatsoever to any Debtor, and generally deal with any Debtor and any of its property in any manner as the Secured Party may see fit; and/or
- (d) consent to or waive any breach of, or any act, omission or default under, this Agreement or any other agreement, by any one or more Debtors.

13. No Release. Until all of the Obligations have been paid in full, the obligations of any Debtor hereunder shall not be released, in whole or in part, by any action or thing (other than irrevocable payment in full) which might, but for this provision of this Agreement, be deemed a legal or equitable discharge of a surety or guarantor, or by reason of any waiver, extension, modification, forbearance or delay or other act or omission of the Secured Party or its failure to proceed promptly or otherwise, or by reason of any action taken or omitted by the Secured Party whether or not such action or failure to act varies or increases the risk of, or affects the rights or remedies of, any Debtor, nor shall any release of any security for any of the Obligations by operation of law or by the action of any third party affect in any way the obligations of any Debtor hereunder, and each Debtor hereby expressly waives and surrenders any defense to its liability hereunder based upon any of the foregoing acts, omissions, things, agreements, or waivers of any of them.

14. Actions Not Required. Each Debtor hereby waives any and all right to cause a marshalling of any other Debtor's assets or any other action by any court or other governmental body with respect thereto insofar as the rights of the Secured Party hereunder are concerned or to cause the Secured Party to proceed against any security for the Obligations or any other recourse which the Secured Party may have with respect thereto, and further waives any and all requirements that the Secured Party institute any action or proceeding at law or in equity against any other Debtor or anyone else, or with respect to this Agreement, or any of the Collateral, as a condition precedent to making demand on, or bringing an action or obtaining and/or enforcing a judgment against, any Debtor. Each Debtor further waives any requirement that the Secured Party seek performance by any other Debtor or any other person, of any obligation under this Agreement or any other agreement as a condition precedent to making a demand on, or bringing an action or obtaining and/or enforcing a judgment against, any Debtor. No Debtor shall have

any right of setoff against the Secured Party with respect to any of its obligations hereunder. Any remedy or right hereby granted which shall be found to be unenforceable as to any person or under any circumstance, for any reason, shall in no way limit or prevent the enforcement of such remedy or right as to any other person or circumstance, nor shall such unenforceability limit or prevent enforcement of any other remedy or right hereby granted.

15. A Debtor's Bankruptcy. Each Debtor expressly agrees that its liability and obligations under this Agreement shall not in any way be affected by the institution by or against any other Debtor or any other person or entity of any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or any other similar proceedings for relief under any bankruptcy law or similar law for the relief of debtors, or any action taken or not taken by the Secured Party in connection therewith, and that any discharge of any Debtor pursuant to any such bankruptcy or similar law, or other laws shall not discharge or otherwise affect in any way the obligations of any other Debtor under this Agreement or with respect to the Obligations, and that upon or at any time after the institution of any of the above actions, at the Secured Party's sole discretion, the Debtors' joint and several obligations shall be enforceable against any Debtor that is not itself the subject of such proceedings. Each Debtor expressly waives any right to argue that the Secured Party's enforcement of any remedies against that Debtor is stayed by reason of the pendency of any such proceedings against any other Debtor.

16. Consent to Jurisdiction, Waiver. DEBTOR SUBMITS AND CONSENTS TO PERSONAL JURISDICTION OF THE COURTS OF THE STATE OF NEVADA FOR THE ENFORCEMENT OF THIS AGREEMENT AND WAIVES ANY AND ALL PERSONAL RIGHTS UNDER THE LAWS OF ANY STATE OR THE UNITED STATES OF AMERICA TO OBJECT TO JURISDICTION IN THE STATE OF NEVADA. AT THE ELECTION OF SECURED PARTY, LITIGATION MAY BE COMMENCED IN ANY STATE COURT OF GENERAL JURISDICTION FOR THE STATE OF NEVADA OR ANY UNITED STATES DISTRICT COURT LOCATED IN NEVADA. NOTHING CONTAINED HEREIN SHALL PREVENT SECURED PARTY FROM BRINGING ANY ACTION AGAINST DEBTOR OR EXERCISING ANY RIGHTS AGAINST ANY SECURITY GIVEN TO SECURED PARTY, OR AGAINST DEBTOR PERSONALLY, OR AGAINST ANY PROPERTY OF DEBTOR, WITHIN ANY OTHER STATE. COMMENCEMENT OF ANY SUCH ACTION OR PROCEEDING IN ANY OTHER STATE SHALL NOT CONSTITUTE A WAIVER OF CONSENT TO JURISDICTION OR A WAIVER OF THE SUBMISSION MADE BY DEBTOR TO PERSONAL JURISDICTION WITHIN THE STATE OF NEVADA. DEBTOR WAIVES TRIAL BY JURY IN ANY JUDICIAL PROCEEDING TO WHICH DEBTOR IS INVOLVED DIRECTLY OR INDIRECTLY AND ANY MATTER, IN ANY WAY ARISING OUT OF, RELATED TO, OR, CONNECTED WITH THIS AGREEMENT OR THE

RELATIONSHIP ESTABLISHED HEREUNDER, AND WHETHER ARISING OR
ASSERTED BEFORE OR AFTER THE DATE OF THIS AGREEMENT.

THE PARTIES have executed this Security Agreement the day and year first above
written:

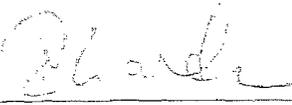
DEBTOR:

SECURED CREDITOR:

BOULEVARD FURNITURE INC.

CANCER CARE FOUNDATION, INC.

By: 

By: 

Its: 

Its: 

EXHIBIT “5”

Trata’s first confession of judgment,
secured promissory note and security agreement

COHEN-JOHNSON, LLC
255 E. Warm Springs Road, Suite 100
Las Vegas, Nevada 89119
(702) 823-3500 FAX: (702) 823-3400

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CONF
COHEN-JOHNSON, LLC
H. STAN JOHNSON, ESQ.
Nevada Bar No. 00265
sjohnson@cohenjohnson.com
255 E. Warm Springs Rd., Suite 100
Las Vegas, Nevada 89119
Telephone: (702) 823-3500
Facsimile: (702) 823-3400
Attorneys for Plaintiff



DISTRICT COURT
CLARK COUNTY, NEVADA

TRATA, INC., an individual,

Plaintiff,

v.

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

Defendants.

Defendants, hereby confesses to judgment in the amount of \$ 1,000,000.00, plus any unpaid interest due, late fees and other penalties, under the original note and any amendments or extensions, less any amounts paid pursuant to the promissory note, plus accrued interest at the legal rate allowed, unless otherwise satisfied based on the following terms and conditions:

1. This Confession of Judgment is for debt justly due from Defendants to Plaintiff.
2. The Note, and any amendments or extensions are attached herein and incorporated by reference.
3. If Defendant fails to adhere to the terms of the Note, and any amendments or extensions, Plaintiff shall file this Confession of Judgment. Thereafter Plaintiff shall be permitted to seek any and all permissible relief. Plaintiff shall also be entitled to all reasonable attorney's fees and costs in pursuing collection of this Confession of Judgment.

COHEN-JOHNSON, LLC
255 E. Warm Springs Road, Suite 100
Las Vegas, Nevada 89116
(702) 823-3500 FAX: (702) 823-3400

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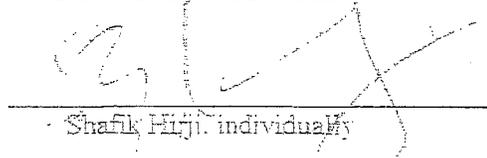
4. If Defendants fail to adhere to terms of Note, and any amendments or extensions, Plaintiff shall provide written notice of said default to the Defendants. The Defendants shall have five (5) calendar days to cure said default. If the default is not cured in full the Plaintiff may file and record this Confession of Judgment and take all steps to protect the rights of the Plaintiff hereunder.

DATED this 20th day of January, 2017.

SUNSET FURNITURE, INC., a Nevada corporation.

By: 
Shafik Brown, President


Shafik Brown, individually


Shafik Hijji, individually

SUBSCRIBED AND SWORN TO before me this 20th day of January, 2017.

NOTARY PUBLIC





1,000,000.00

January 20, 2017

Secured Promissory Note

FOR VALUE RECEIVED, the undersigned, SUNSET FURNITURE, INC., a Nevada corporation, whose address is 7560 Jacaranda Bay Street, Las Vegas, Nevada-89169; SHAFIK HIRJI; and SHAFIK BROWN (collectively the "Borrower"), promises to pay One Million Dollars and No Cents (\$1,000,000.00), together with interest according to the terms of this secured promissory note (this "Note"), to the order of TRATA, INC. (together with any future holder, the "Lender"). Capitalized terms used but not defined in this Note shall have the meanings assigned to them in the Security Agreement.

1. **CONTRACT INTEREST RATE**

The Borrower has agreed to repay the principle amount of \$1,000,000.00 plus interest which shall be payable as set forth below.

2. **SCHEDULED PAYMENTS**

2.1 **Monthly Payments**

On the twentieth day of March, 2017; on the twentieth day of April, 2017; and on the twentieth day of May, 2017, the Borrower shall pay an interest installment in the amount of Ten Thousand Dollars (\$10,000.00). On the twentieth day of June, 2017, the Borrower shall pay an interest installment in the amount of Twenty Thousand Dollars (\$20,000.00). On the twentieth day of July, 2017, the Borrower shall pay an interest installment in the amount of Forty Thousand Dollars (\$40,000.00). Borrower shall pay an interest installment in the amount of Forty Thousand Dollars (\$40,000.00) on the twentieth of August, 2017 and for the next eighteen months on the twentieth of each month, through and including March of 2019. Monthly installments of principal and interest shall be made when due, regardless of the prior acceptance by the Lender of unscheduled payments.

2.2 **FINAL PAYMENT**

The Loan shall mature on the twentieth day of March, 2019 (the "Maturity Date"), when the Borrower shall pay its entire principal balance, together with all accrued interest and any other amounts owed by the Borrower under this Note or under any of the other documents entered into now or in the future in connection with the Loan (the "Loan Documents"). If the loan is not repaid on the Maturity Date the Loan will continue to accrue interest based upon the interest rate calculated from the monthly interest payments set forth above.

3. **APPLICATION OF MONTHLY PRINCIPAL AND INTEREST PAYMENTS**

When the Lender receives a monthly principal and interest payment, the Lender shall apply it first to interest in arrears for the previous month and then to the amortization of the principal amount of this Note, unless other amounts are then due under this Note or

the other Loan Documents. If other amounts are due when a regular monthly payment is received, the Lender shall apply the payment first to accrued interest and then, at its discretion, either to those other amounts or to principal.

4. **INTEREST LATE CHARGE**

If the Lender does not receive any scheduled monthly principal and interest payment on or before the twenty-fifth (25th) day of the calendar month in which it is due, the Lender will send the Borrower written Notice that a late charge equal to five percent (5%) of the late payment has accrued. The Borrower shall pay any such late charge on or before the tenth day of the calendar month following the month during which the late payment was scheduled to have been received. Interest on unpaid late charges shall, at the Lender's discretion, accrue at the Note Rate beginning on the first day of the calendar month following their accrual.

5. **PREPAYMENT**

This Note may be prepaid in full without penalty.

6. **DEFAULT**

A default on this Note ("Default") shall exist if (a) the Lender fails to receive any required installment of principal and interest on or before the twenty-fifth (25th) day of the calendar month in which it is due, (b) the Borrower fails to pay the matured balance of this Note on the Maturity Date or (c) a "Default" exists as defined in any other Security Agreement. If a Default exists and the Lender engages counsel to collect any amount due under this Note or if the Lender is required to protect or enforce this Note in any probate, bankruptcy or other proceeding, then any expenses incurred by the Lender in respect of the engagement, including the reasonable fees and reimbursable expenses of counsel and including such costs and fees which relate to issues that are particular to any given proceeding, shall constitute indebtedness evidenced by this Note, shall be payable on demand, and shall bear interest at the Default Rate. Such fees and expenses include those incurred in connection with any action against the Borrower for a deficiency judgment after a foreclosure or trustee's sale of the Real Property under the Deed of Trust (defined below), including all of the Lender's reasonable attorneys' fees, property appraisal costs and witness fees.

7. **ACCELERATION**

If a Default exists, the Lender may, at its option, declare the unpaid principal balance of this Note to be immediately due and payable, together with all accrued interest on the indebtedness, all costs of collection (including reasonable attorneys' fees and expenses) and all other charges due and payable by the Borrower under this Note or any other Loan Document. If the subject Default has arisen from a failure by the Borrower to make a regular monthly payment of principal and interest, the Lender shall not accelerate the indebtedness unless the Lender shall have given the Borrower at least three (3) Business Days' advance Notice of its intent to do so.

If the subject Default is a Curable Nonmonetary Default, the Lender shall exercise its option to accelerate only by delivering Notice of acceleration to the Borrower. The Lender shall not deliver any such Notice of acceleration until (a) the Borrower has been

given any required Notice of the prospective Default and (b) any applicable cure period has expired.

Except as expressly described in this Section, no Notice of acceleration shall be required in order for the Lender to exercise its option to accelerate the Indebtedness in the event of Default.

8. SECURITY

This Note is secured by a Security Agreement and Fixture Filing (the "Security Agreement") granted by the Borrower to Lender granting a security interest in certain collateral and personal property. Reference is made to the Security Agreement for a description of the security and rights of the Lender. This reference shall not affect the absolute and unconditional obligation of the Borrower to repay the Loan in accordance with its terms.

9. SEVERABILITY

If any provision of this Note is held to be invalid, illegal or unenforceable in any respect, or operates, or would if enforced operate to invalidate this Note, then that provision shall be deemed null and void. Nevertheless, its nullity shall not affect the remaining provisions of this Note, which shall in no way be affected, prejudiced or disturbed.

10. WAIVER

Except to the extent that such rights are expressly provided in this Note, the Borrower waives demand, presentment for payment, notice of intent to accelerate, notice of acceleration, protest, notice of protest, dishonor and of nonpayment and any and all lack of diligence or delays in collection or enforcement of this Note. Without affecting the liability of the Borrower under this Note, the Lender may release any of the Property, grant any indulgence, forbearance or extension of time for payment, or release any other person now or in the future liable for the payment or performance of any obligation under this Note or any of the Loan Documents.

The Borrower further (a) waives any homestead or similar exemption; (b) waives any statute of limitation; (c) agrees that the Lender may, without impairing any future right to insist on strict and timely compliance with the terms of this Note, grant any number of extensions of time for the scheduled payments of any amounts due, and may make any other accommodation with respect to the Indebtedness evidenced by this Note; (d) waives any right to require a marshaling of assets; and (e) to the extent not prohibited by applicable law, waives the benefit of any law or rule of law intended for its advantage or protection as a debtor or providing for its release or discharge from liability under this Note, excepting only the defense of full and complete payment of all amounts due under this Note and the Loan Documents.

11. VARIATION IN PRONOUNS

All the terms and words used in this Note, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context or sense of

this Note or any paragraph or clause herein may require, the same as if such word had been fully and properly written in the correct number and gender.

12. **COMMERCIAL LOAN**

The Borrower hereby represents and warrants to the Lender that the Loan was made for commercial or business purposes, and that the funds evidenced by this Note will be used solely in connection with such purposes.

13. **REPLACEMENT OF NOTE**

If this Note is lost or destroyed, the Borrower shall, at the Lender's request, execute and return to the Lender a replacement promissory note identical to this Note, provided the Lender delivers to the Borrower an affidavit to the foregoing effect. Upon delivery of the executed replacement Note, the Lender shall indemnify the Borrower from and against its actual damages suffered as a result of the existence of two Notes evidencing the same obligation. No replacement of this Note under this Section shall result in a novation of the Borrower's obligations under this Note.

14. **GOVERNING LAW**

This Note shall be construed and enforced according to, and governed by, the laws of Nevada without reference to conflicts of laws provisions which, but for this provision, would require the application of the law of any other jurisdiction.

15. **TIME OF ESSENCE**

In the performance of the Borrower's obligations under this Note, time is of the essence.

16. **NO ORAL AGREEMENTS**

THIS NOTE, ANY SECURITY AGREEMENT AND ANY CONFESSION OF JUDGMENT, EMBODY THE FINAL, ENTIRE AGREEMENT OF THE BORROWER AND THE LENDER AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE LOAN AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF THE BORROWER AND THE LENDER. THERE ARE NO ORAL AGREEMENTS BETWEEN THE BORROWER AND THE LENDER. THE PROVISIONS OF THIS NOTE AND THE OTHER LOAN DOCUMENTS MAY BE AMENDED OR REVISED ONLY BY AN INSTRUMENT IN WRITING SIGNED BY THE BORROWER AND THE LENDER.

17. **THE PARTIES FURTHER AGREE TO WAIVE ALL PROVISIONS OF CHAPTER 604A OF THE NEVADA REVISED STATUTES AND THE BORROWER SPECIFICALLY WAIVES ANY AND ALL PROTECTIONS, DEFENSES AND CAUSES OF ACTIONS UNDER NRS 604A.010-604A.940 AS AGAINST THE LENDER. THE PARTIES FURTHER AGREE THAT THIS IS**

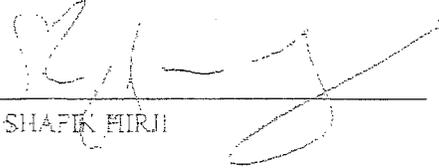
NOT A CONSUMER LOAN, BUT IS A COMMERCIAL LOAN BETWEEN
EXPERIENCED BUSINESSES AND PARTIES.

IN WITNESS, WHEREOF, the Borrower has caused this Note to be duly executed as of the date
first above written.

SUNSET FURNITURE, INC. a Nevada
corporation

By: 

Shafik Brown, President


SHAFIK MIRJI


SHAFIK BROWN



SECURITY AGREEMENT

This agreement is entered into this 20th day of January, 2017 by and between SUNSET FURNITURE INC., a Nevada corporation and BOULEVARD FURNITURE, INC., a Nevada corporation (collectively hereinafter "Debtor") and TRATA, INC. ("Secured Party"). In consideration of one dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security Interest and Collateral. In order to secure payment and performance of each and every debt, liability and obligation of every type and description which any Debtor may now or at any time hereafter owe to Secured Party whether such debt, liability or obligation now exists or is hereafter created or incurred, whether it arises under or is evidenced by this Security Agreement (this "Agreement") or any other present or future instrument or agreement or by operation of law, and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or sole, joint, several or joint and several (all such debts, liabilities and obligations and any amendments, extensions, renewals, or replacements thereof are herein collectively referred to as the "Obligation"), the Debtor hereby grants Secured Party a security interest (the "Security Interest") in all of such Debtor's property (the "Collateral"), including without limitation the following:

(a) Inventory and Goods: All inventory of Debtor, whether now owned or hereafter acquired and wherever located and other tangible personal property held for sale or lease or furnished or to be furnished under contracts of service or consumed in Debtor's business, and all goods of Debtor, whether now owned or hereafter acquired and wherever located, including without limitation all goods, and all other Inventory and Goods, as each such term may be defined in the Uniform Commercial Code as in effect in the state of Nevada from time to time (the "UCC"), of the Debtor, whether now owned or hereafter acquired:

(b) Equipment: All equipment of Debtor, whether now owned or hereafter acquired and wherever located, including but not limited to all present and future equipment, machinery, tools, motor vehicles, trade fixtures, furniture, furnishings, office and record keeping equipment and all goods for use in Debtor's business, and all other Equipment (as such term may be defined in the UCC) of the Debtor, whether now owned or hereafter acquired, together with all parts, equipment and attachments relating to any of the

foregoing;

- (c) Accounts: Contract Rights and Other Rights to Payment: Each and every right of Debtor to the payment of money, whether such right to payment now exists or hereafter arises, whether such right to payment arises out of a sale, lease, license, assignment or other disposition of goods or other property by Debtor, out of a rendering of services by Debtor, out of a loan by Debtor, out of the overpayment of taxes or other liabilities of Debtor, or otherwise arises under any contract or agreement, whether such right to payment is or is not already earned by performance, and howsoever such right to payment may be evidenced, together with all other rights and interests (including all liens and security interests) which Debtor may at any time have by law or agreement against any account debtor or other obligor obligated to make any such payment or against any of the property of such account debtor or other obligor; all including but not limited to all present and future debt instruments, chattel papers, accounts, license fees, contract rights, loans and obligations receivable and tax refunds, and all other Accounts (as such term may be defined in the UCC) of the Debtor, whether now owned or hereafter acquired;
- (d) Instruments: All instruments, chattel paper, letters of credit or other documents of Debtor, whether now owned or hereafter acquired, including but not limited to promissory notes, drafts, bills of exchange and trade acceptances; all rights and interests of Debtor, whether now existing or hereafter created or arising, under leases, licenses or other contracts, and all other Instruments (as such term may be defined in the UCC) of the Debtor, whether now owned or hereafter acquired;
- (e) Deposit Accounts and Investment Property: All right, title and interest of Debtor in all deposit and investment accounts maintained with any bank, savings and loan association, broker, brokerage, or any other financial institution, together with all monies and other property deposited or held therein, including, without limitation, any checking account, savings account, escrow account, savings certificate and margin account, and all securities, whether certificated or uncertificated, security entitlements, securities accounts, commodity contracts, and commodity accounts, and all other Deposit Accounts and Investment Property (as each such term may be defined in the UCC) of the Debtor, whether now owned or hereafter acquired;
- (f) General Intangibles: All general intangibles of Debtor, whether now owned or hereafter acquired, including, but not limited to, applications for patents, patents, copyrights, trademarks, trade secrets, good will, trade names, applications for trademarks, customer

lists, permits and franchises, software, and the right to use Debtor's name, and any and all membership interests, governance rights, and financial rights in each and every limited liability company, and all payment intangibles, and all other General Intangibles (as such term may be defined in the UCC) of the Debtor, whether now owned or hereafter acquired;

- (g) Chattel Paper: All Chattel Paper (as such term may be defined in the UCC) of the Debtor, whether tangible or electronic, and whether now owned or hereafter acquired; and
- (h) Documents, Etc.: All of Debtor's rights in promissory notes, documents, letter of credit rights and supporting obligations (and security interests and liens securing them) (as any such term may be defined in the UCC) whether now owned or hereafter acquired; together with all substitutions and replacements for and products of any of the foregoing property and proceeds of any and all of the foregoing property and, in the case of all tangible Collateral, together with (i) all accessories, attachments, parts, equipment, accessions, and repairs, now or hereafter attached or affixed to or used in connection with any such goods, (ii) all warehouse receipts, bills of lading and other documents of title now or hereafter covering such goods, and (iii) all books and records of Debtor.

2. Representations, Warranties and Agreements. Each Debtor represents, warrants and agrees that:

- (a) Debtor is a Nevada corporation duly organized or incorporated (as applicable), validly existing and in good standing under the laws of the state of Nevada. This Agreement and the other Loan Documents (as defined in the Note defined below) to which Debtor is a party has been duly and validly authorized by all necessary limited liability company or corporate, as the case may be, action. Debtor has full power and authority to execute this Agreement and the other Loan Documents to which it is a party, to perform Debtor's obligations hereunder and thereunder and to subject the Collateral to the Security Interest. Debtor's legal name, jurisdiction of organization or incorporation and organizational identification number is shown in Exhibit A attached hereto. Debtor will give at least 30 days advance written notice to Secured Party of any change in Debtor's name.
- (b) The Collateral will be used primarily for business purposes.
- (c) Debtor's chief place of business is located at the address shown in Exhibit A. Debtor's records concerning its accounts and contract rights are kept at such address. The

Collateral is located at the addresses set forth on Exhibit A. Debtor will give advance notice to Secured Party of any change in Debtor's name, jurisdiction of organization or chief place of business and any change in or addition of any Collateral location or any change in the location of Debtor's records concerning the Collateral.

Debtor has (or will have at the time Debtor acquires rights in Collateral hereafter arising) and will maintain absolute title to each item of Collateral free and clear of all security interests, liens and encumbrances, except the Security Interest and Permitted Liens as set forth in that certain Secured Convertible Note, dated as of the date hereof, of Debtor made payable to the order of Secured Party in the original principal amount of \$1,000,000.00 (as amended, modified, supplemented, restated or replaced from time to time, the "Note"), and will defend the Collateral against all claims or demands of all persons other than Secured Party and holders of Permitted Liens.

- (e) Except as otherwise provided in the Note, Debtor will not sell or otherwise transfer or dispose of the Collateral or any interest therein.
- (f) All rights to payment and all instruments, documents, chattel papers and other agreements constituting or evidencing Collateral are (or will be when arising or issued) the valid, genuine and legally enforceable obligation, subject to no defense, setoff or counterclaim (other than those arising in the ordinary course of business) of each account debtor or other obligor named therein or in Debtor's records pertaining thereto as being obligated to pay such obligation. Debtor will not agree to any modification, amendment or cancellation of any such obligation, without Secured Party's prior written consent except discounts in the ordinary course of business, and will not subordinate any such right to payment to claims of other creditors of such account debtor or other obligor.
- (g) Debtor will keep all tangible Collateral in good repair, working order and condition, normal depreciation excepted, and will, from time to time, replace any worn, broken or defective parts thereof.
- (h) Except as otherwise provided in the Note, Debtor will promptly pay all taxes and other governmental charges levied or assessed upon or against any Collateral or upon or against the creation, perfection or continuance of the Security Interest.
- (i) Debtor will promptly notify Secured Party of any material loss of or damage to any Collateral or of any adverse change in the prospect of payment of any material sums due

on or under any instrument, chattel paper, account or contract right constituting Collateral.

- (j) Debtor will if Secured Party at any time so requests (whether the request is made before or after the occurrence of an Event of Default), promptly deliver to Secured Party any instrument, document or chattel paper constituting Collateral, duly endorsed or assigned by Debtor to Secured Party.
- (k) Debtor will at all times keep all Collateral insured against risks of fire (including so-called extended coverage), theft, and such other risks and in such amounts as Secured Party may reasonably request, with any loss payable to Secured Party to the extent of its interest.
- (l) Debtor hereby authorizes the filing of such financing statements as Secured Party may deem necessary or useful to be filed in order to perfect the Security Interest and, if any Collateral is covered by a certificate of title, Debtor will from time to time execute such documents as may be required to have the Security Interest properly noted on a certificate of title. In addition, Debtor authorizes Secured Party to file from time to time such financing statements against the Collateral described as "all personal property" or "all assets" or the like as Secured Party deems necessary or useful to perfect the Security Interest (and reaffirms its authorization of the filing of any financing statements filed prior to the date of this Agreement).
- (m) Debtor will pay when due or reimburse Secured Party on demand for all costs of collection of any of the Obligations and all other out-of-pocket expenses (including in each case all attorneys' fees) incurred by Secured Party in connection with the creation, perfection, satisfaction or enforcement of the Security Interest or the execution or creation, continuance, or enforcement of this Agreement or any or all of the Obligations.
- (n) Debtor will take all such actions as Secured Party may reasonably request to permit the Secured Party to establish and perfect the Security Interest in all jurisdictions Secured Party deems necessary. Without in any way limiting the generality of the foregoing, Debtor will execute, deliver or endorse any and all instruments, documents, assignments, security agreements and other agreements and writings which Secured Party may at any time reasonably request in order to secure, protect, perfect or enforce the Security Interest and Secured Party's rights under this Agreement.

- (o) Debtor will not use or keep any Collateral, or permit it to be used or kept, for any unlawful purpose or in violation of any federal, state or local law, statute or ordinance.
- (p) Debtor will not permit any tangible Collateral to be located in any state (and, if a county filing is required, in any county) in which a financing statement covering such Collateral is required to be, but has not in fact been, filed.

If Debtor at any time fails to perform or observe any of the foregoing agreements, immediately upon the occurrence of such failure, without notice or lapse of time, Secured Party may (but need not) perform or observe such agreement on behalf and in the name, place and stead of Debtor (or, at Secured Party's option, in Secured Party's own name) and may (but need not) take any and all other actions which Secured Party may reasonably deem necessary to cure or correct such failure (including, without limitation, the payment of taxes, the satisfaction of security interests, liens, or encumbrances, the performance of obligations under contracts or agreements with account debtors or other obligors, the procurement and maintenance of insurance, the execution of financing statements, the endorsement of instruments, and the procurement of repairs, transportation or insurance); and, except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Debtor shall thereupon pay Secured Party on demand the amount of all moneys expended and all costs and expenses (including attorneys' fees) incurred by Secured Party in connection with or as a result of Secured Party's performing or observing such agreements or taking such actions, together with interest thereon from the date expended or incurred by Secured Party at the highest rate then applicable to any of the Obligations. To facilitate the performance or observance by Secured Party of such agreements of Debtor, Debtor hereby irrevocably appoints (which appointment is coupled with an interest) Secured Party, or its delegate, as the attorney-in-fact of Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Debtor, any and all instruments, documents, financing statements, applications for insurance and other agreements and writings required to be obtained, executed, delivered or endorsed by Debtor.

3. Account Verification and Collection Rights of Secured Party. Secured Party shall have the right (after the occurrence of an Event of Default) to verify any accounts in the name of Debtor or in Secured Party's own name; and Debtor, whenever requested, shall furnish Secured Party with duplicate statements of the accounts, which statements may be mailed or delivered by Secured Party. Secured Party may at any time (after the occurrence of an Event of Default) notify any account debtor or any other person obligated to pay any amount due, that such chattel paper, account or other right to payment has been assigned or transferred to Secured

Party for security and shall be paid directly to Secured Party. If Secured Party so requests at any time (after the occurrence of an Event of Default), Debtor will so notify such account debtors and other obligors, in writing and will indicate on all invoices to such account debtors or other obligors that the amount due is payable directly to Secured Party. At any time after Secured Party or Debtor gives such notice to an account debtor or other obligor, Secured Party may (but need not), in Secured Party's own name or in Debtor's name, demand, sue for, collect or receive any money or property at any time payable or receivable on account of, or securing, any such chattel paper, account or other right to payment, or grant, any extension to, make any compromise, or settlement with or otherwise agree to waive, modify, amend or change the obligations (including collateral obligations) of any such account debtor or other obligor.

4. Assignment of Insurance. Debtor hereby assigns to Secured Party, as additional security for the payment of the Obligations, any and all moneys (including but not limited to proceeds of insurance and refunds of unearned premiums) due or to become due under, and all other rights of Debtor under or with respect to, any and all policies of insurance covering the Collateral, and Debtor hereby directs the issuer of any such policy to pay any such moneys directly to Secured Party, Both before and after the occurrence of an Event of Default. Secured Party may (but need not) in Secured Party's own name or in Debtor's name, execute and deliver proofs of claim, receive all such moneys, endorse checks and other instruments representing payment of such moneys, and adjust, litigate, compromise or release any claim against the issuer of any such policy

5. Right to Offset. Nothing in this Agreement shall be deemed a waiver or prohibition of Secured Party's right of offset, or counterclaim, which right Debtor hereby grants to Secured Party.

6. Events of Default. The occurrence of any Event of Default, as defined in the Note, shall constitute an Event of Default hereunder.

7. Remedies Upon Event of Default. Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the written satisfaction of Secured Party, Secured Party may exercise any one or more of the rights or remedies set forth in the Note. All rights and remedies of Secured Party shall be cumulative and maybe exercised singularly or concurrently, at Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other.

8. Other Personal Property. If at the time Secured Party takes possession of any

intangible Collateral, any goods, papers or other properties of Debtor, not affixed to or constituting a part of such Collateral, are located or to be found upon or within such Collateral, Debtor agrees to notify Secured Party in writing of that fact, describing the property so located or to be found, within 7 calendar days after the date on which Secured Party took possession. Unless and until Secured Party receives such notice from Debtor, Secured Party shall not be responsible or liable to Debtor for any action taken or omitted by or on behalf of Secured Party with respect to such property without actual knowledge of the existence of any such property or without actual knowledge of the fact that it was located or to be found upon such Collateral.

9. Amendment; Waivers. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Secured Party and Debtor. A waiver shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Secured Party's rights or remedies.

10. Notices. All notices to be given to Debtor shall be deemed sufficiently given if mailed by registered or certified mail, postage prepaid, or delivered to Debtor at Debtor's address set forth on Exhibit A or at the most recent address shown on Secured Party's records.

11. Miscellaneous. Secured Party's duty of care with respect to Collateral in its possession (as imposed by law) shall be deemed fulfilled if Secured Party exercises reasonable care in physically safekeeping such Collateral or, in the case of Collateral in the custody or possession of a bailee or other third person, exercises reasonable care in the selection of the bailee or other third person, and Secured Party need not otherwise preserve, protect, insure or care for any Collateral. Secured Party shall use reasonable efforts to preserve any rights Debtor may have against prior parties, to realize on the Collateral as all or in any particular manner or order, or to apply any cash proceeds of Collateral in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Debtor and Secured Party and their respective representatives, successors and assigns and shall take effect when signed by Debtor and delivered to Secured Party, and Debtor waives notice of Secured Party's acceptance hereof. This Agreement shall be governed by the internal laws of the State of Wisconsin, without giving effect to the principles of conflicts of laws.

12. Joint and Several Liability. BY SIGNING THIS AGREEMENT, EACH DEBTOR AGREES THAT THE COLLATERAL PLEDGED BY IT SECURES THE PAYMENT OF ALL OBLIGATIONS, AND THAT THE SECURED PARTY CAN ENFORCE ITS RIGHTS AND REMEDIES HEREUNDER AGAINST ANY ONE OR MORE OF THE

DEBTORS, IN THE SECURED PARTY'S SOLE AND UNLIMITED DISCRETION. Without in any way limiting the generality of the foregoing, each Debtor acknowledges and agrees that the Secured Party may at any time and from time to time, without the consent of, or notice to, any Debtor, without incurring responsibility to any Debtor, and without affecting, impairing or releasing any of the obligations of any Debtor hereunder:

- (a) sell, exchange, surrender, realize upon, release (with or without consideration) or otherwise deal with in any manner and in any order any property of any Debtor securing the Obligations;
- (b) exercise or refrain from exercising any rights against any Debtor, or otherwise act or refrain from acting;
- (c) fail to set off and/or release, in whole or in part, any balance of any account or any credit on its books in favor of any Debtor, or of any other person, and extend credit in any manner whatsoever to any Debtor, and generally deal with any Debtor and any of its property in any manner as the Secured Party may see fit; and/or
- (d) consent to or waive any breach of, or any act, omission or default under, this Agreement or any other agreement, by any one or more Debtors.

13. No Release. Until all of the Obligations have been paid in full, the obligations of any Debtor hereunder shall not be released, in whole or in part, by any action or thing (other than irrevocable payment in full) which might, but for this provision of this Agreement, be deemed a legal or equitable discharge of a surety or guarantor, or by reason of any waiver, extension, modification, forbearance or delay or other act or omission of the Secured Party or its failure to proceed promptly or otherwise, or by reason of any action taken or omitted by the Secured Party whether or not such action or failure to act varies or increases the risk of, or affects the rights or remedies of, any Debtor, nor shall any release of any security for any of the Obligations by operation of law or by the action of any third party affect in any way the obligations of any Debtor hereunder, and each Debtor hereby expressly waives and surrenders any defense to its liability hereunder based upon any of the foregoing acts, omissions, things, agreements, or waivers of any of them.

14. Actions Not Required. Each Debtor hereby waives any and all right to cause a marshalling of any other Debtor's assets or any other action by any court or other governmental body with respect thereto insofar as the rights of the Secured Party hereunder are concerned or to

cause the Secured Party to proceed against any security for the Obligations or any other recourse which the Secured Party may have with respect thereto, and further waives any and all requirements that the Secured Party institute any action or proceeding at law or in equity against any other Debtor or anyone else, or with respect to this Agreement, or any of the Collateral, as a condition precedent to making demand on, or bringing an action or obtaining and/or enforcing a judgment against, any Debtor. Each Debtor further waives any requirement that the Secured Party seek performance by any other Debtor or any other person, of any obligation under this Agreement or any other agreement as a condition precedent to making a demand on, or bringing an action or obtaining and/or enforcing a judgment against, any Debtor. No Debtor shall have any right of setoff against the Secured Party with respect to any of its obligations hereunder. Any remedy or right hereby granted which shall be found to be unenforceable as to any person or under any circumstance, for any reason, shall in no way limit or prevent the enforcement of such remedy or right as to any other person or circumstance, nor shall such unenforceability limit or prevent enforcement of any other remedy or right hereby granted.

15. A Debtor's Bankruptcy. Each Debtor expressly agrees that its liability and obligations under this Agreement shall not in any way be affected by the institution by or against any other Debtor or any other person or entity of any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or any other similar proceedings for relief under any bankruptcy law or similar law for the relief of debtors, or any action taken or not taken by the Secured Party in connection therewith, and that any discharge of any Debtor pursuant to any such bankruptcy or similar law or other laws shall not discharge or otherwise affect in any way the obligations of any other Debtor under this Agreement or with respect to the Obligations, and that upon or at any time after the institution of any of the above actions, at the Secured Party's sole discretion, the Debtors' joint and several obligations shall be enforceable against any Debtor that is not itself the subject of such proceedings. Each Debtor expressly waives any right to argue that the Secured Party's enforcement of any remedies against that Debtor is stayed by reason of the pendency of any such proceedings against any other Debtor.

16. Consent to Jurisdiction, Waiver. DEBTOR SUBMITS AND CONSENTS TO PERSONAL JURISDICTION OF THE COURTS OF THE STATE OF NEVADA FOR THE ENFORCEMENT OF THIS AGREEMENT AND WAIVES ANY AND ALL PERSONAL RIGHTS UNDER THE LAWS OF ANY STATE OR THE UNITED STATES OF AMERICA TO OBJECT TO JURISDICTION IN THE STATE OF NEVADA. AT THE ELECTION OF SECURED PARTY, LITIGATION MAY BE COMMENCED IN ANY STATE COURT OF GENERAL JURISDICTION FOR THE STATE OF NEVADA OR ANY UNITED STATES DISTRICT COURT LOCATED IN NEVADA. NOTHING CONTAINED HEREIN SHALL

PREVENT SECURED PARTY FROM BRINGING ANY ACTION AGAINST DEBTOR OR EXERCISING ANY RIGHTS AGAINST ANY SECURITY GIVEN TO SECURED PARTY. OR AGAINST DEBTOR PERSONALLY. OR AGAINST ANY PROPERTY OF DEBTOR. WITHIN ANY OTHER STATE. COMMENCEMENT OF ANY SUCH ACTION OR PROCEEDING IN ANY OTHER STATE SHALL NOT CONSTITUTE A WAIVER OF CONSENT TO JURISDICTION OR A WAIVER OF THE SUBMISSION MADE BY DEBTOR TO PERSONAL JURISDICTION WITHIN THE STATE OF NEVADA. DEBTOR WAIVES TRIAL BY JURY IN ANY JUDICIAL PROCEEDING TO WHICH DEBTOR IS INVOLVED DIRECTLY OR INDIRECTLY AND ANY MATTER, IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS AGREEMENT OR THE RELATIONSHIP ESTABLISHED HEREUNDER. AND WHETHER ARISING OR ASSERTED BEFORE OR AFTER THE DATE OF THIS AGREEMENT.

THE PARTIES have executed this Security Agreement the day and year first above written:

DEBTOR:

SECURED CREDITOR:

SUNSET FURNITURE, INC.

TRATA, INC.

By: [Signature]

By: [Signature]

Its: _____

Its: President

BOULEVARD FURNITURE, INC.

By: [Signature]

Its: _____

EXHIBIT “6”
Memorandum of Understanding

January 20, 2017

MEMORANDUM OF UNDERSTANDING AND AGREEMENT

The following parties:

- Shafik Hirji
- Shafik Brown
- Steven Barket

Make the following agreement of terms:

That Shafik Hirji and Shafik Brown are owner-operators of three Furniture Fashions locations, referred to subsequently as FF1, FF2 and FF3.

Whereas Shafik Hirji and Shafik Brown requested \$1 million to open and operate a fourth store, known as Furniture Fashions Store No. 4 (FF4), located in Henderson, Nevada, at the corner of Sunset and Stephanie (the old Sports Authority location with approx. 42,000 square feet), which is a new corporation -- a totally separate entity from all existing Furniture Fashions stores, locations and companies. The formation of this company will be known as Sunset Furniture Inc.

The company will be set up as follows:

- 47 ½ percent, Shafik Hirji / Shafik Brown
- 47 ½ percent controlled by a trust, whose trustee is Steven Barket
- 5 percent controlled by a trust

In exchange for the \$1 million investment, which constitutes all financing necessary for the opening of FF4, Steven Barket is additionally entitled to 15 percent ownership of each of FF1, FF2 and FF3, or at the time of funding \$150,000 will be paid to Barket and all ownership of FF1, FF2 and FF3 will remain in the ownership and control of Hirji and Brown.

Hirji and Brown provide the experience and retail knowledge for the operation of FF4 in exchange for their 47 ½ percent ownership compensation; Barket provides the necessary funding/lending for his 47 ½ percent ownership.

Additionally, in return for the previous money raised, Hirji and Brown will convey 50 percent of Olivia's Mexican Restaurant to Barket (25 percent) and potential investor, Dr. Navneet Sharda (25 percent).

As additional consideration, Barket will be paid \$60,000, which represents work and expenses of from Nov 2016 to the opening of FF4 by April 2017.

Hirji and Brown will continue to reimburse all out of pocket expenses for travel, work, time and entertainment as they relate to store projects -- including a fifth potential Furniture Fashions location on Craig Road in North Las Vegas.

Hirji and Brown also agree that the \$210,000 paid to Barket will be reimbursed to FF4 by way of profits from Yasmin Brown DBA account (ventures) and FF4 within 90 days of the opening of FF4. In addition the \$210,000 paid to Barket can be repaid from FF1, FF2, FF3, or a combination of the above. The consideration of repayment of the \$210,000 could come from furniture, labor or other tangible assets to FF4. All consideration would clear and concise, via invoices or time sheets, etc.

As proof of the ability to repay those funds, Hirji has provided bank statements from Bank of America as follows:

- DBA Brown Enterprises
Yasmin Brown Sole Proprietor
7560 Jacaranda Bay St.
Las Vegas, NV 89139-5313

- Account No. 5010 1844 3268

According to the records provided by Hirji, annual gross revenue deposited was more than \$8.5 million in 2016.

The information provided in these account statements to Barket show the revenue flow as well as Hirji/Brown family living expenses, car expenses, insurance, home payments, etc. Hirji/Brown stated that they were able to use the profits from their other automotive service business entity for all personal and living expenses, and that the profits from the initial three Furniture Fashions stores were above and beyond those income streams and could be used to help support the repayment to lenders.

In lieu of that ownership promise, Barket agrees to accept \$150,000 at the time of funding in lieu of that ownership.

In addition to this, all revenue earned at FF4 is to be used for the furtherance of FF4's success only. No FF4 funds are to be co-mingled with any of the other three stores. All advertising and marketing is to be split equally among the four stores - FF1 - 25%, FF2 - 25%, FF3 - 25% and FF4 - 25%. FF4 is to be a totally independent enterprise, which only shares the Furniture Fashion name and advertising and nothing else.

All furniture will be invoiced and paid directly to the supplier.

Melvin Anderson introduction fee: It is agreed that Anderson will be paid a flat fee of \$30,000 from FF4 over a six-month period in equal monthly payments of \$5,000 starting June 15, 2017 through December 15, 2017.



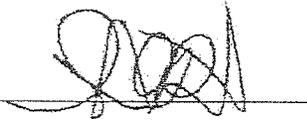
PLTF00151

This is a confidential document for use between the parties named herein to memorialize the agreement between Barket, Hirji and Brown. Should any litigation arise from disputes related to this document, Hirji and Brown shall be liable.

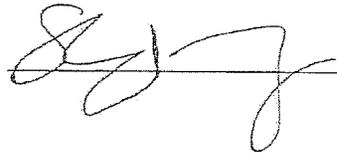
This document shall be available to Sharda or Anderson should a default of any kind occur on the part of Hirji/Brown. In the event of a default, Hirji/Brown will be liable for all legal expenses and fees.

It is further acknowledged that Barket, Hirji and Brown have all provided input regarding the points set forth in this document.

STEVEN BARKET

A handwritten signature in black ink, appearing to be 'S. Barket', written over a horizontal line.

SHAFIK HIRJI

A handwritten signature in black ink, appearing to be 'S. Hirji', written over a horizontal line.

SHAFIK BROWN

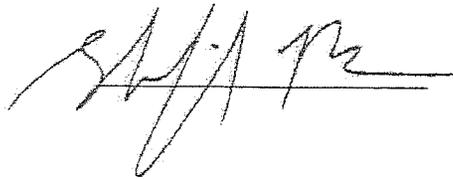
A handwritten signature in black ink, appearing to be 'S. Brown', written over a horizontal line.

EXHIBIT “7”
Checks to Barket

BOULEVARD FURNITURE INC
DBA BOULEVARD FURNITURE
 3500 S MARYLAND PKWY STE 171
 LAS VEGAS, NV 89188

1792
 86721274 NV
 41301

DATE 11/07/2016

PAY TO THE ORDER OF Steven Barket \$ 10,000.00
Ten Thousand ⁰⁰/₁₀₀ DOLLARS

Bank of America
 ACH RT 122409724

FOR _____

⑈006792⑈ 1222400724⑈ 501015012265⑈

Seq: 111
 Batch: 233205
 Date: 11/07/16

Tran 00464

11/07/2016 17:09
 Entity NWV CC 0006774 Tr 00008
 Account 501015012265
 R/TH 540880133
 Official Check Sale \$10,000.00
 DRL HV***** 08/17

Official Check Sale
 R/TH 540880133
 Account 501015012265
 Entity NWV CC 0006774
 07/2016 17:09

Seq: 06171 11/07/16
 BAT: 233205 CC: 8380066714
 WE: 01 LTPS: Dallas PT
 BC: Green Valley/Pebble BC NV1-186

W1052
OK

FURNITURE FUSION LLC
8020 S RAINBOW BLVD STE 100- (464)
LAS VEGAS, NV 89139

1055
06/12/1776 NV
1687

DATE 11/2/16

PAY TO THE ORDER OF Steven Barket \$ 15,000.⁰⁰/₁₀₀
Fifteen thousand + ⁰⁰/₁₀₀ DOLLARS

Bank of America
A/C# 123456789

FOR _____ *[Signature]*

⑈001055⑈ ⑆122400724⑆ 501017630404⑈

Seq: 6
Batch: 725703
Date: 11/23/16

Bank of America, N.A.
Of Money Order #

Exchanged for Cash for \$15,000.00
[Signature]

Official Check Sale
R/R 54080133
ACCOUNT 501017130404
ENTRY AMT: 0006774 TR: 00006
From 00139 11/23/2016 14:53
02/00 19,000.00
02/00
CNC BANKXXXXXXXXXXXX

Seq: 00006 11/23/16
BAT: 725703 GC: 3360006774
WT: 67 LPS: Dollar .PT
RC: Green Valley/Pebble BC NVI-188

30

FURNITURE FUSION LLC
8020 S RAINBOW BLVD STE 100 (494)
LAS VEGAS, NV 89138

1057
94-721224 NV
7587

DATE 11/2/16

PAY TO THE ORDER OF Steven Barket \$ 15,000.00
Fifteen thousand + 00/100 DOLLARS

Bank of America
ACH: 11/22/16 12:24:10:194

FOR _____

[Signature]

⑈001057⑈ ⑆23400724⑆ 501017130404⑈

Seq: 45
Batch: 688729
Date: 11/22/16

[Handwritten signature]
in 1/20/16

08/17 10/16
DRL NV*****
Official Check Sale
R/TH 540880133
Account 501017130404
Entity NV CC 0006774
Tran 00161 11/22/2016 19:44

08/17 10/16
DRL NV*****
Official Check Sale
R/TH 540880133
Account 501017130404
Entity NV CC 0006774
Tran 00003

08/17 10/16
DRL NV*****
Official Check Sale
R/TH 540880133
Account 501017130404
Entity NV CC 0006774
Tran 00003

08/17 10/16
DRL NV*****
Official Check Sale
R/TH 540880133
Account 501017130404
Entity NV CC 0006774
Tran 00003

Check Number:
 Date Posted: 01/25/2017
 Check Amount:
 60,000.00

84-7074/8212 6278

Date 1/20/17

PAY to the order of Steve Barket \$ 60,000.⁰⁰/₁₀₀

Sixty thousand + ⁰⁰/₁₀₀ Dollars

 Wells Fargo Bank, N.A.
 Member FDIC
 www.wellsfargo.com

For: [Signature]

⑆ 321270742⑆ 8823156073⑈

⑆ 1183891868⑆

⑆ 1981688811⑆

SARL

9007406
Office AU #

11-24
1210(g)

Remitter: SHAFIK BROWN
Purchaser: SHAFIK BROWN
Purchaser Account: 2842215747
Operator I.D.: u487056
Funding Source: Paper Items(s) reno0918

CASHIER'S CHECK

SERIAL #: 0740603088
ACCOUNT#: 4861-511970

February 02, 2017

PAY TO THE ORDER OF ***REPRESENTRY ***

Five thousand dollars and no cents

\$5,000.00

Payee Address:
Memo:

WELLS FARGO BANK, N.A.
900 N GREEN VALLEY PKWY
HENDERSON, NV 89074
FOR INQUIRIES CALL (480) 394-3122

NOTICE TO PURCHASER-IF THIS INSTRUMENT IS LOST,
STOLEN OR DESTROYED, YOU MAY REQUEST CANCELLATION
AND REISSUANCE, AS A CONDITION TO CANCELLATION AND
REISSUANCE, WELLS FARGO & COMPANY MAY IMPOSE A
FEE AND REQUIRE AN INDEMNITY AGREEMENT AND BOND.

VOID IF OVER US \$ 5,000.00

NON-NEGOTIABLE

Purchaser Copy

FE004 M+203 60272955

WELLS FARGO

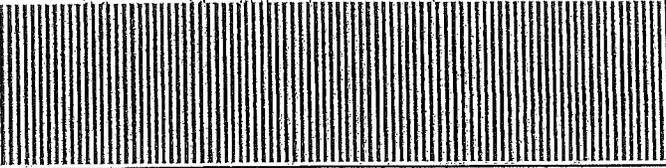
Check Details

Check Number	5040
Date Posted	02/24/17
Check Amount	\$4,000.00

WELLS FARGO BANK 5040
 WARM SPRINGS & RAINBOW 7255 S RAINBOW BLVD LAS VEGAS, NV 89118
 DATE: 2/24/17 04-7074/3212

PAY TO THE ORDER OF Steve Barket \$ 4000.⁰⁰/₁₀₀
Four thousand + 00 / 100 DOLLARS

SUNSET FURNITURE, INC
 1451 W SUNSET RD
 HENDERSON NV 89014-6011



1184359351

The information marked with an asterisk () is for informational purposes only and is not intended to constitute an offer or recommendation of any financial product or service. Please contact your advisor for more information.

*Note

The account number, signature, and endorsement are removed from the image(s) for security reasons. To obtain a full copy of the image, please call us at 1-800-TO-WELLS (1-800-869-3557), 24 hours, 7 days a week.

 Equal Housing Lender

EXHIBIT “8”
Declaration of Shafik Hirji

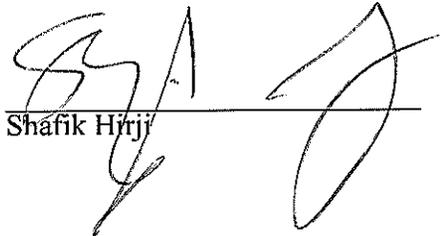
DECLARATION OF SHAFIK HIRJI

Shafik Hirji, certifies under penalty of perjury that the following assertions are true:

1. That Affiant is the Defendant in the above entitled consolidated action and that this Declaration is submitted in support of the foregoing Opposition to Plaintiffs' Motion for Sanction Pursuant to NRCP 11.
2. That between November 7, 2016 and March 4, 2017, Steven Barket demanded and received approximately three hundred seventy five thousand (\$375,000.00) dollars in cash and checks from Shafik Brown and I.
3. There were approximately ten different cash withdraws that were made from the business account at Wells Fargo to pay Barket when he demanded additional money during the period referenced above. See the withdraws attached as Exhibit "39".

This statement is made under penalty of perjury.

DATED this 21 day of May, 2020.


Shafik Hirji

DOCUMENT “30”

DOCUMENT “30”



1 APPX
2 LAW OFFICE OF DANIEL MARKS
3 DANIEL MARKS, ESQ.
4 Nevada State Bar No. 002003
5 610 South Ninth Street
6 Las Vegas, Nevada 89101
7 (702) 386-0536; Fax (702) 386-6812
8 *Attorney for Defendants, Shafik Hirji,*
9 *Shafik Brown, and Furniture Boutique, LLC*

6 DISTRICT COURT
7 CLARK COUNTY, NEVADA

8 STEVEN BARKET, an individual; and G65 Case No.: A-17-756274-C
9 VENTURES, LLC, a Nevada Limited Liability Case No.: A-18-770121-C
10 Company, Dept. No.: IV

10 Plaintiffs,

11 vs.

12 SHAFIK HIRJI, an individual; SHAFIK
13 BROWN, an individual; and NAVEET
14 SHARDA, an individual; FURNITURE
15 BOUTIQUE, LLC, a Nevada Limited
16 Liability Company, and DOES I-X, inclusive
17 and ROE CORPORATIONS XI through XX.

15 Defendants.

17 NAVEET SHARDA, an individual;
18 TRATA, INC., a Nevada Corporation;

18 Counterclaimants,

19 vs.

20 STEVEN BARKET, an individual,

21 Counterdefendant.

22 SHAFIK HIRJI, an individual; SHAFIK
23 BROWN, an individual; and FURNITURE
24 BOUTIQUE, LLC, a Nevada Limited
25 Liability Company;

25 Counter-Claimants,

26 vs.

27 STEVEN BARKET, an individual,

28 Counter-Defendant.

**Appendices for Defendants' Opposition
to Defendant/Counterclaimants'
Motion for Clarification, and/or in the
Alternative, Motion for Relief,
Reconsideration, and/or to Alter or
Amend (Volume II of VIII)**

**Date of Hearing: March 9, 2021
Time of Hearing: 9:00 a.m.**

1 MICHAEL AHDERS, an individual,

2 Plaintiff,

3 vs.

4 BOULEVARD FURNITURE, INC., a
5 Nevada corporation; SHAFIK HIRJI,
6 an individual; and SHAFIK
7 BROWN, an individual.

8 Defendants.

9 **APPENDICES FOR DEFENDANTS’ OPPOSITION TO COUNTERCLAIMANTS’**
10 **MOTION FOR CLARIFICATION, AND/OR IN THE ALTERNATIVE,**
11 **MOTION FOR RELIEF, RECONSIDERATION, AND/OR**
12 **TO ALTER OR AMEND JUDGMENT**

13 **(Volume II of VIII)**

14 COMES NOW the Defendants, Boulevard Furniture, Inc.; Furniture Boutique, LLC,
15 Shafik Hirji; and Shafik Brown by and through their counsel, Daniel Marks, Esq., and Teletha L.
16 Zupan, Esq., of the Law Office of Daniel Marks, and hereby submit their Appendices for
17 Defendants’ Opposition to Counterclaimants’ Motion for Clarification, and/or in the Alternative,
18 Motion for Relief, Reconsideration, And/or to Alter or Amend Judgment:

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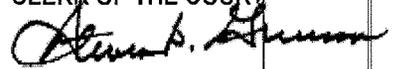
DATED this 11th day of January, 2021.

LAW OFFICE OF DANIEL MARKS

/s/ Teletha Zupan
 DANIEL MARKS, ESQ.
 Nevada State Bar No. 002003
 TELETHA ZUPAN, ESQ.
 Nevada State Bar No. 012660
 610 South Ninth Street
 Las Vegas, Nevada 89101
Attorneys for Defendants

EXHIBIT “9”

Trata Transcript for Evidentiary Hearing Day 1



1 **RTRAN**

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5 TRATA, INC.,

6 Plaintiff(s),

7 vs.

8 SHAFIK HIRJI,

9 Defendant(s).

Case No. A-17-763995-C

DEPT. VI

10
11
12 BEFORE THE HONORABLE ELISSA F. CADISH, DISTRICT COURT
13 JUDGE

14 THURSDAY, FEBRUARY 15, 2018

15
16
17 **TRANSCRIPT OF PROCEEDINGS RE:**
18 **EVIDENTIARY HEARING - DAY 1**

19 APPEARANCES:

20 For the Plaintiff(s):

MICHAEL D. MAZUR, ESQ.

21 For the Defendant(s):

22 DANIEL MARKS, ESQ.
23 TELETHA L. ZUPAN, ESQ.

24
25 RECORDED BY: DE'AWNA CREWS, COURT RECORDER

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I N D E X

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DEFENDANT'S WITNESSES:

NAVNEET SHARDA

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Defendant's Exhibit No. 207	16
Defendant's Exhibit No. 208	17
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Defendant's Exhibit No. 210	23
Defendant's Exhibit No. 211	34
Defendant's Exhibit No. 212	37

1 **LAS VEGAS, NEVADA, THURSDAY, FEBRUARY 15, 2018**

2 [Proceedings commenced at 8:40 a.m.]

3
4 THE COURT: All right. Let me get appearances, starting with
5 the plaintiff.

6 MR. MAZUR: Good morning, Your Honor. Michael Mazur on
7 behalf of Plaintiff.

8 MR. MARKS: Your Honor, Daniel Marks and Teletha Zupan
9 for the defendants. And to my left is Shafik Hirji, far left.

10 THE COURT: Okay. Oh, who is with you at table?

11 MR. MAZUR: Your Honor, I have Dr. Sharda and also Bryan
12 Naddafi for testimony as well today.

13 THE COURT: Okay. Thank you.

14 MR. MARKS: Your Honor, is Dr. Sharda here as the -- as the
15 principal of the plaintiff, Antony Trata, Inc.? I think we're entitled to know
16 that, if he's at counsel table.

17 THE COURT: Sorry, say that again -- is he what?

18 MR. MARKS: Is he here as the principal of Trata? Is he the
19 corporate representative?

20 THE COURT: Right.

21 MR. MARKS: Since he's at counsel today.

22 THE COURT: So Mr. Mazur, can you enlighten us?

23 MR. MAZUR: Pardon me, Your Honor?

24 THE COURT: Your client, Mr. Sharda, is he there as a
25 representative of Trata or what?

1 MR. MAZUR: He's here as a representative himself
2 individually, also himself as a representative of Trata, and also Cancer
3 Care Foundation, as well, Your Honor.

4 THE COURT: Okay. That's not a party here, but okay.

5 MR. MAZUR: Correct.

6 THE COURT: Okay. All right. So we're on calendar today for
7 evidentiary hearing regarding the defendant's Motion to Vacate the
8 Judgment, which was entered herein on November 1st. So that's the
9 subject matter to be addressed today, is specifically with regard to the
10 judgment and whether it was should be set aside, because it was
11 obtained by either, you know, mistake, fraud, or it's void for some reason
12 or it's been satisfied, generally, the categories of items or of bases to set
13 aside a judgment under Rule 60B.

14 There are other -- there was also a Motion to Quash writs of
15 execution and there were claims of exemption and objection. But first
16 and foremost, I need to evaluate based on whatever evidence you
17 present, the validity of the judgment itself, before we get there on
18 execution issues.

19 So Mr. Marks, it's your motion, so you have the burden --

20 MR. MARKS: Right.

21 THE COURT: -- on the motion. To the -- I don't know if we
22 have witnesses.

23 MR. MARKS: Yes.

24 THE COURT: I gather we do. So is anyone invoking
25 exclusionary rule?

1 A -- I think it's Henderson, but I --

2 Q We know where -- it's on Eastern and the 215 area?

3 A That's correct.

4 Q All right. And at that time, Mr. Naddafi was acting as your
5 counsel, correct?

6 A He was -- that's a little -- that's -- that's partially true, partially
7 not true. He was acting as a -- a personal counsel for me.

8 Q That's all I'm asking. He was acting as your personal
9 counsel?

10 A Yes.

11 Q Okay. And at your direction, did he draft Exhibit 209?

12 A 209, which one is --

13 Q The exhibits -- what you're looking at --

14 THE COURT: The confession of judgment.

15 BY MR. MARKS:

16 Q -- the paper that you're looking at?

17 A No.

18 Q Who drafted it?

19 A It was Mr. Mazur.

20 Q Okay. Who -- and Mr. Mazur was Trata's counsel?

21 A I believe he is Trata's counsel.

22 Q Do you pay him as Trata's counsel?

23 A I do now.

24 Q Did you at the time on -- on or about September 1 of 2017?

25 A I -- you know, I didn't bring those papers. I don't know.

1 Q So Mr. Hirji owes Trata nothing?
2 A That's correct.
3 Q Okay. And, in fact, you had a meeting with Mr. Hirji in I think
4 October of 2017, after the secret assignment in which you told Mr. Hirji,
5 I'm out of it, this was too much stress, it's assigned to Brooklyn Asset
6 Management, I'm done; didn't you tell him that?
7 A I would -- I would say that that is a hundred percent correct. It
8 was too much stress and I was glad to get out of it.
9 Q And you told him at a -- I think you were at a restaurant or
10 coffee or -- where you said, this is just too much stress for me, I'm done,
11 I'm out of it?
12 A I will reiterate the fact that yes, I was under tremendous stress
13 and -- relating to the these notes, and I'm -- was glad to -- glad to part
14 ways with all the problems associated with them.
15 Q And you refused on behalf of Trata to take his check in
16 October, because you were -- Trata was out of it, in your words, correct?
17 A I'm not a hundred percent that he offered me the check, but I
18 certainly would not have taken it.
19 Q Okay. Now, on behalf of Trata if you go to Exhibit 211, it's
20 after Tab K.
21 A Tab K?
22 Q Tab K.
23 A Okay.
24 Q Sir, they're in order. They're just in order.
25 A Sure.

1 Q No tricks. Just strait chronology. This is the note -- it's --
2 we're marking it as 211 for the clerk.

3 This is a notice that Trata sent to Boulevard Furniture, Inc., on
4 or about October 17th, 2017, correct?

5 A I believe so.

6 Q Okay. And did you have your counsel, one of your counsel
7 send it?

8 A I -- I had no further dealings with it after assignment.

9 Q Okay. So let me explore that. After the assignment, you're
10 saying you had no further dealings with Trata?

11 A I had no further dealings regarding collection efforts.

12 Q And who did you let do the collection efforts?

13 A Well, it was Brooklyn Asset Management.

14 Q Okay. But did you send the notice, which is Exhibit, behind
15 Tab K, 211, in the name of Trata on or about October 17th, 2017?

16 A Oh, I see what you're saying. Actually, I believe it was
17 Attorney Mazur that sent these notices.

18 Q On your behalf?

19 A Probably.

20 Q You still had the shell Trata, Inc., correct? That entity exists,
21 correct?

22 MR. MAZUR: Objection. Vague.

23 BY MR. MARKS:

24 Q You're still the president of Trata, Inc., which is a valid Nevada
25 corporation, correct?

1 A It would be -- it was at the office of Mr. Mazur.

2 Q And when -- when was that idea floated to you?

3 A Hmm. It was during the confidential settlement agreements.

4 Q No. But you -- the notes were signed on September 1
5 of 2017, correct?

6 MR. MAZUR: Objection. Misstates the testimony.

7 THE COURT: Yeah.

8 BY MR. MARKS:

9 Q The change of terms --

10 THE COURT: Sustained.

11 BY MR. MARKS:

12 Q -- change of terms documentation was signed --

13 THE COURT: Oh, okay --

14 BY MR. MARKS:

15 Q -- on or about September 1, 2017, correct?

16 A Yes.

17 Q Okay. Between September 1, 2017, and the beginning of
18 October 2017 --

19 A Okay.

20 Q -- someone must have approached you with the idea of
21 assigning the notes to another entity, correct?

22 A Hmm. I guess that's true.

23 Q Okay. And who approached you with the idea? Was it
24 Mr. Mazur? Was it Mr. Barket?

25 A I think it was Mr. Barket.

1 A It was a variety of meetings. Could have been September,
2 could have been October. I don't --

3 Q Do you know how many meetings you had?

4 A Probably about three or four.

5 Q And you had discussions with Mr. Barket about assigning
6 notes to Brooklyn Asset Management?

7 A Well, it -- it was part of this confidential settlement agreement.

8 Q Do you have that in your office somewhere?

9 A Yes, I do.

10 Q And that's your office on -- where is that?

11 A 3509.

12 Q Where?

13 A 3509 East Harmon.

14 Q Okay. What's -- and you cannot recall what you received in
15 value or you're refusing to testify as to what you received in value?

16 A Well, I think -- if I were to be more explicit, it would be violating
17 a confidential settlement agreement. I'd be happy to do it if I'm ordered
18 to, but I just -- it would just not be proper.

19 Q Okay.

20 MR. MARKS: So Your Honor, if I could make an argument at
21 this point. The proponent -- I think we have an open court and open
22 discovery normally. The proponent of not producing something has the
23 burden of -- because I didn't subpoena the document. There wasn't
24 really discovery in the traditional sense.

25 THE COURT: Yep.

1 MR. MAZUR: Trata is not a party to that agreement. So Trata
2 technically does not have knowledge of the terms that are in that
3 agreement, other than what's in the assignment, and I'd be more than
4 willing to file the assignment this afternoon.

5 THE COURT: Right. So we -- we should get the assignment
6 when we can.

7 The settlement agreement -- I'm going to say this much,
8 sorry -- it's dated effective July 29, 2017, between Steven Barket and
9 Dr. Sharda. And one of the provisions in it contemplates assignment.
10 It's a paragraph where the heading is Assignment of Promissory Notes.
11 And it says:

12 Defendant --
13 Being Dr. Sharda, as defined in the agreement.
14 -- shall assign all rights, title and interest in the five promissory
15 notes, together with their corresponding UCC1 agreements,
16 confession of judgment, and other documentation, with an estimated
17 principal balance of \$1,500,000, which is accruing interest at an
18 annual rate of 40 percent to Plaintiff or his assigns.

19 There's obviously other provisions about other matters and --
20 that relate to collection on those notes. And so the agreement is signed
21 by Mr. Barket and Dr. Sharda.

22 MR. MARKS: But that was July of 2017.

23 THE COURT: That's the date shown on the document.

24 MR. MARKS: Okay. Could we ask counsel when the date of
25 the assignment -- if he has an assignment signed, could we ask him to

1 Q This is Mr. Barket's lawsuit against Mr. Hirji and yourself?

2 A Correct.

3 Q And if you go to page 3, Paragraph 16, it relates to a contract
4 clause for Steve Barket to provide a million dollars in funding to be
5 repaid from the furniture stores; do you see that?

6 A I do see that.

7 Q Okay. But the million dollars in funding for the furniture stores
8 came from Trata, not Mr. Barket, correct?

9 A Absolutely.

10 Q Okay. And you were aware the money was going to open a
11 furniture store, correct?

12 A Yes, sir.

13 Q You -- who introduced you to Mr. Hirji?

14 A Steve Barket.

15 Q Did Mr. Barket ever tell you that he was a partner in the
16 furniture store?

17 A Yes, he did.

18 Q Okay. And did you ever tell Mr. Hirji that you were his partner
19 in the furniture store?

20 A Did I --

21 Q Did you ever tell Mr. Hirji that, after Barket -- Mr. Barket was
22 out of the picture, that you were his partner?

23 A Hmm. After Mr. Barket was out -- out of the picture?

24 Q Let me back up.

25 A Okay.

1 there a different --

2 BY MR. MARKS:

3 Q Right. No, I'm saying Mr. Barket never provided that million.
4 Trata provided it?

5 A Yes. That is correct.

6 Q Okay. All right. And --

7 MR. MAZUR: And, Your Honor, that's what the complaint
8 states, that that money was provided by Trata. It doesn't state that it
9 was provided by Mr. Barket.

10 THE COURT: Okay. Got it.

11 BY MR. MARKS:

12 Q Did -- did disputes arise between Mr. Hirji and Mr. Barket
13 where Mr. Hirji told you that Mr. Barket was demanding money from
14 him?

15 MR. MAZUR: Objection. Hearsay, Your Honor.

16 MR. MARKS: Not for the truth of the matter, just to -- to show
17 what this witness did next.

18 THE COURT: I'm sorry, what's the question again?

19 BY MR. MARKS:

20 Q Did Mr. Hirji --

21 MR. MARKS: And it's what Mr. Hirji said to him.

22 Q Did Mr. Hirji have a conversation with you in around March
23 of 2017 in which --

24 THE COURT: Hold on.

25 BY MR. MARKS:

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MR. MARKS: No.

THE COURT: Oh, then yes, you can take them home.

MR. MARKS: The clerk, I'm leaving --

THE COURT: Thank you.

MR. MARKS: We left a copy for the court.

THE COURT: Okay. Yes. So I have --

MR. MARKS: Okay. Thank you.

THE COURT: -- my copy. The clerk has his copy. So yes, you can take that and bring it back next time.

MR. MARKS: Okay. Thank you, Your Honor.

THE COURT: Okay. We'll see you.

[Proceedings concluded at 11:15 a.m.]

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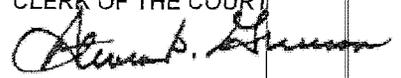
ATTEST: I do hereby certify that I have truly and correctly transcribed the audio/video proceedings in the above-entitled case to the best of my ability.



Shawna Ortega, CET*562

EXHIBIT “10”

Trata Transcript for Evidentiary Hearing Day 2



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DISTRICT COURT
CLARK COUNTY, NEVADA

TRATA, INC.,
Plaintiff(s),
vs.
SHAFIK HIRJI,
Defendant(s).

Case No. A-17-763995-C
DEPT. VI

BEFORE THE HONORABLE ELISSA F. CADISH, DISTRICT COURT
JUDGE

FRIDAY, FEBRUARY 23, 2018

**TRANSCRIPT OF PROCEEDINGS RE:
EVIDENTIARY HEARING - DAY 2**

APPEARANCES:

For the Plaintiff(s): MICHAEL D. MAZUR, ESQ.
For the Defendant(s): DANIEL MARKS, ESQ.
TELETHA L. ZUPAN, ESQ.

RECORDED BY: DE'AWNA CREWS, COURT RECORDER

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I N D E X

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DEFENDANT'S WITNESSES:

NAVNEET SHARDA

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EXHIBITS

DESCRIPTION ADMITTED

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1 **LAS VEGAS, NEVADA, FRIDAY, FEBRUARY 23, 2018**

2 [Proceedings commenced at 9:05 a.m.]

3
4 THE COURT: All right. Good morning.

5 MR. MAZUR: Good morning.

6 MR. MARKS: Good morning, Your Honor.

7 THE COURT: Go ahead and state your appearances, starting
8 with the plaintiff.

9 MR. MAZUR: Good morning, Your Honor. Michael Mazur on
10 behalf of Plaintiff.

11 MR. MARKS: Your Honor, Daniel Marks and Teletha Zupan
12 for the defendants, and Mr. Hirji is to my left.

13 THE COURT: Okay. So I saw that the acknowledgement of
14 assignment of judgment was filed a week ago.

15 MR. MAZUR: Yes, Your Honor.

16 THE COURT: With the assignment document attached. Was
17 the redacted agreement provided as ordered?

18 MR. MAZUR: Yes, Your Honor, it was. There was technical
19 difficulty, I believe, in printing, so it was password protected with limited
20 access. It was provided that -- that day. And I believe everything
21 was be able to -- they were able to access everything based on their
22 new exhibit.

23 THE COURT: Okay. Okay. So do you want to pick up -- well,
24 I mean you had --

25 MR. MARKS: Right.

1 BY MR. MAZUR:

2 Q You can answer.

3 A Yeah? Okay. Mr. Hirji, he told me that Mr. Barket had taken
4 almost \$300,000 as a, you know, fee or a percentage or something of
5 that sort. And was also demanding another 20,000. And there was --
6 there was a whole variety of -- of charges, expenses, fees, that he was
7 being demanded.

8 Q And did Mr. Hirji indicate he had paid that money to
9 Mr. Barket?

10 A Mr. Hirji told me that he had paid approximately 300,000, but
11 he was having significant difficulty in carrying forward the project at
12 Sunset Furniture, and was not inclined to pay additional money.

13 Q Okay. And -- and at that time of the conversation, you
14 informed Mr. Hirji that the million-dollar loan was actually money from
15 you and/or your family; isn't that correct?

16 A I did inform Mr. Hirji that the money was from Trata
17 Corporation and I was the president of Trata.

18 Q And that it wasn't -- the money didn't come from Steve Barket?

19 A I previously stated very conclusively in no uncertain terms that
20 Steve Barket had never contributed even one dime to the funds of Trata.

21 Q And around that time that Mr. Hirji told you he was having
22 difficulty in opening the furniture store, you discussed with Mr. Hirji
23 loaning him another \$200,000; isn't that correct?

24 A Yes. That's correct.

25 Q And you actually did loan him another \$200,000 in April

1 right to collect all of the money to Brooklyn Asset Management in
2 October?

3 A Yes.

4 Q And did something change between July and October that you
5 were not -- Trata or -- or you, yourself, Dr. Sharda, was not going to be
6 receiving money back, or do you still believe you're entitled to receive
7 money back pursuant to the settlement agreement?

8 A I believe I should still, you know, I -- I believe I -- I, as in
9 president of Trata, should get the benefit of the loan.

10 Q Okay. Now, so we took a detour to the summer when you and
11 Mr. Barket were resolving your dispute, unbeknownst to Mr. Hirji. Now,
12 we're coming back to the period in -- after July 29th. You then started
13 talking to Mr. Hirji about he needed to sign a new document, because
14 you were being pressured by your family that payments had to start,
15 correct?

16 A Yes.

17 Q Okay. And you specifically were telling -- you never told
18 Mr. Hirji in those conversations that you had transferred the loans or
19 assigned the loans to Steve Barket, correct?

20 A Not until after I had actually transferred the notes.

21 Q Meaning in October?

22 A Yes.

23 Q Okay. So in the latter part of the summer and in August when
24 you still were meeting frequently with Mr. Hirji, he knew nothing that you
25 and Steve Barket had this other deal?

1 owned by Steve Barket?

2 A Not directly.

3 Q Okay. But under your confidential settlement agreement, if
4 any money is received, you're supposed to get it?

5 A Yes.

6 Q And Mr. Mazur is representing Brooklyn Asset Management,
7 correct?

8 A Yes.

9 Q And he represented Steve Barket --

10 A Yes.

11 Q -- against you, correct?

12 A Yes.

13 Q And he's now representing you?

14 A Well, he's representing Cancer Care Foundation and Trata,
15 Inc.

16 Q Okay. To switch gears, you had no communications with
17 Mr. Brown or Ms. Brown, Yasmin or Shafik Brown, correct? It all was
18 through Mr. Hirji?

19 A Yes.

20 Q And all the entities that needed to be signed, you would
21 communicate with Mr. Hirji to make sure he brought his kids and they
22 signed the documents, correct?

23 A Yes.

24 Q Okay. Now, in the end of July, you reached your deal with
25 Barket. And because you reached that deal with Barket, part of that deal

1 THE COURT: Okay. Sorry, I -- I got to ask a couple
2 questions. And I know we're kind of on a time deadline. Someone had
3 a meeting, I don't remember who anymore. Sorry, I'm going to try to do
4 this.

5 So the settlement agreement, which is behind Tab S in the
6 white binder, which is Exhibit 219, was entered into in late July 2017 with
7 Mr. Barket, correct?

8 THE WITNESS: Yes.

9 THE COURT: Okay. And under that agreement, it
10 contemplated that the notes that we're here about as to Mr. Hirji were
11 going to be assigned to Mr. Barket or his assignee?

12 THE WITNESS: Yes.

13 THE COURT: Okay. The actual assignment didn't actually
14 take place until October 13th, 17th, something like that. Let me get it
15 exactly. The actual assignment is dated October 13th; is that your
16 recollection?

17 THE WITNESS: Yes.

18 THE COURT: Okay. Now, so why wasn't the assignment
19 done until -- August, September -- until two and a half months after the
20 settlement agreement?

21 THE WITNESS: I don't know.

22 THE COURT: Okay. You -- is it fair to say you did the
23 assignment when Mr. Barket or his representative asked you to do it?

24 THE WITNESS: Yes.

25 THE COURT: Okay. But in between there is when these new

1 Okay. Let's -- and did you say you could do 1:30?

2 MR. MARKS: Yeah. I could do --

3 THE COURT: Or 2:00 or I don't --

4 MR. MARKS: I got some -- if we could do 2:00, that would be
5 great.

6 THE COURT: So I will need to finish by 5:00 that day. So if
7 we're not done, then I guess we'll be looking for another day.

8 MR. MARKS: That's fine.

9 THE COURT: So Thursday, March 1st, at 2:00.

10 THE CLERK: March 1st, 2:00 p.m.

11 THE COURT: So that's for our continued evidentiary hearing.

12 And we'll see you then. I'll -- I -- I think that -- it looks like that works for
13 me as -- as well. I'll contact you if -- if I'm missing something, but it looks
14 like that will work.

15 MR. MAZUR: Thank you, Your Honor.

16 THE COURT: All right. See you next week.

17 [Proceedings concluded at 12:25 p.m.]

18 *///*

19

20 ATTEST: I do hereby certify that I have truly and correctly transcribed
21 the audio/video proceedings in the above-entitled case to the best of my
22 ability.

22

23

24



Shawna Ortega, CET*562

25

EXHIBIT “11”

Trata’s second confession of judgment,
secured promissory note and security agreement

TRATA, INC
NAVNEET N. SHARDA
PRESIDENT
nnsharda@yahoo.com
3509 E. Harmon Ave
Las Vegas, Nevada 89121
Telephone: (702) 547-2273
Facsimile: (702) 547-6818
Plaintiff

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

TRATA INC, a Nevada C corporation,

Plaintiff.

vs.

SHAFIK HIRJI, an individual,

Defendant.

Case No.:

Dept. No.:

CONFESSION OF JUDGMENT

Defendant Shafik Hriji (hereinafter referred to as "Defendant") hereby confesses to judgment in the amount of \$400,000.00, plus interest in the amount of twenty-five percent (48%) per annum, less any amounts paid pursuant to the Promissory Note dated November 1, 2016, plus accrued interest at the legal rate allowed, unless otherwise satisfied based on the following terms and conditions:

1. This Confession of Judgment is for debt justly due and owing from Defendant to Plaintiff TRATA, INC (hereinafter referred to as "Plaintiff").

2. On or about March 20, 2017, the Defendant entered into a promissory note in the amount of Two Hundred Thousand Dollars (\$200,000.00) plus payment of interest over a 2 year period stretching from June 20, 2017 through June 20, 2019.

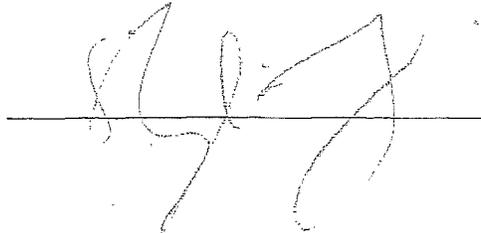
3. The Note called for monthly \$13,000 payment of principal and interest to be paid starting in June 20, 2017 as outlined in the Secured Promissory Note. Defendant has also signed a Personal Guarantee for assurance of repayment as well as a Security Agreement with a UCC1 filing.

4. The Note and Personal Guarantee is attached hereto and incorporated herein by reference.

5. If Defendant fails to adhere to the terms of the Note, Plaintiff shall file this Confession of Judgment. Thereafter, Plaintiff shall be permitted to seek any and all permissible relief. Plaintiff shall also be entitled to all reasonable attorney's fees and costs in pursuing the enforcement and collection of this Confession of Judgment.

Dated this 18 day of March 2017.

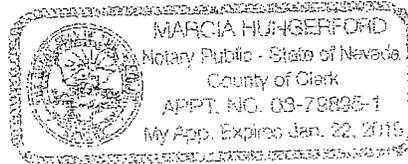
SHAFIK HIRJI, INDIVIDUALLY



State of Nevada)
) ss
County of Clark)

Subscribed and sworn to before me
this 18 day of ~~November, 2016~~ March 2017

Marcia Hungerford
Notary Public



G

TRATA, INC
NAVNEET N. SHARDA
PRESIDENT
nnsbarda@yahoo.com
3509 E. Harmon Ave
Las Vegas, Nevada 89121
Telephone: (702) 547-2273
Facsimile: (702) 547-6818
Plaintiff

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

TRATA INC, a Nevada C corporation,

Plaintiff,

vs.

SHAFIK BROWN, an individual,

Defendant.

Case No.:
Dept. No.:

CONFESSION OF JUDGMENT

Defendant Shafik Hriji (hereinafter referred to as "Defendant") hereby confesses to judgment in the amount of \$400,000.00, plus interest in the amount of twenty-five percent (48%) per annum, less any amounts paid pursuant to the Promissory Note dated November 1, 2016, plus accrued interest at the legal rate allowed, unless otherwise satisfied based on the following terms and conditions:

1. This Confession of Judgment is for debt justly due and owing from Defendant to Plaintiff TRATA, INC (hereinafter referred to as "Plaintiff").

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A/P
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200,000
2017

March 15,

Secured Promissory Note

FOR VALUE RECEIVED, the undersigned, SHAFIK BROWN, an individual, and SHAFIK HIRJI, an individual, BOULEVARD FURNITURE, INC., a Nevada Corporation, and FRANCCARE, INC. d.b.a. PURRFECT AUTO (collectively the "Borrower"), promises to pay Two Hundred Thousand Dollars (\$200,000.00), together according to the terms of this secured promissory note (this "Note"), to the order of TRATA, INC. (together with any future holder, the "Lender"). Capitalized terms used but not defined in this Note shall have the meanings assigned to them in the Security Agreement.

1. CONTRACT INTEREST RATE

The Borrower has agreed to repay the principle amount of \$200,000.00 ("Principal") plus interest shall be payable as set forth below. Interest payment shall be on a 48% annual repayment schedule.

2. SCHEDULED PAYMENTS

2.1 Monthly Payments

On the twentieth day of June, 2017 and on the twentieth day of each subsequent calendar month through June 2019, the Borrower shall pay an installment in the amount of Thirteen Thousand Dollars (\$13,000.00) which consists of \$8,000 interest and \$5,000 Principal repayment. Monthly installments of principal and interest shall be made when due, regardless of the prior acceptance by the Lender of the unscheduled payments.

2.2 Final Payment

The Loan shall mature on the twentieth day of June 2019 ("Maturity Date"), when the Borrower shall pay its entire remaining principal balance, together with all unpaid accrued interest and any other amounts owed by the Borrower under this Note or under any of the other documents entered into now or in the future in connection with the Loan ("Loan Documents").

3. APPLICATION OF MONTHLY PAYMENTS

When the Lender receives a monthly principal and interest payment, the Lender shall apply \$8000 to interest and then \$5,000 to reduction of the principal amount of this Note, unless other amounts are then due under this Note or the other Loan Documents. If other amounts are due when a regular monthly payment is received, the Lender shall apply the payment first to accrued interest and then, at its discretion, either to those other amounts or to principal.

4. LATE CHARGE

If a Default exists (as defined in Section 7 below) and is not cured within five days a \$5,000.00 late fee will be due and owing. For every additional five-day period that accrues after the monthly due date an additional \$5,000.00 late fee will be due and payable. If four late fees of

\$5,000 each are accrued by the Borrower in any one month the late fee when paid will serve to move that month's periodic payments that are scheduled but are in addition to.

5. INTEREST LATE CHARGE

If the Lender does not receive any scheduled monthly principal and interest payment on or before the tenth (10th) day of the calendar month in which it is due, the Lender will send the Borrower written Notice that a late charge equal to five percent (5%) of the late payment has accrued. The Borrower shall pay any such late charge on or before the tenth day of the calendar month following the month during which the late payment was scheduled to have been received. Interest on unpaid late charges shall, at the Lender's discretion, accrue at the Note Rate beginning on the first day of the calendar month following their accrual.

6. PREPAYMENT

This Note may be prepaid in full without penalty after one year of scheduled payments.

7. DEFAULT

A default on this Note ("Default") shall exist if (a) the Lender fails to receive any required installment payment on or before the twenty-fifth (25th) day of the calendar month in which it is due, (b) the Borrower fails to pay the matured balance of this Note on the maturity Date or (c) a "Default" exists as defined in any other Security Agreement. If a default exists and the Lender engages counsel to collect any amount due under this Note or if the Lender is required to protect or enforce this Note in any probate, bankruptcy or other proceeding, then any expenses incurred by the Lender in the respect of the engagement, including the reasonable fees and reimbursable expenses of counsel and including such costs and fees which relate to issues that are particular to any given proceeding, shall bear interest at the Default Rate. Such fees and expenses include those incurred in connection with any action against the Borrower for a deficiency judgment after a foreclosure or trustee's sale of the Real Property under the Deed of Trust (defined below), including all of the Lender's reasonable attorneys' fees, property appraisal costs and witness fees.

8. ACCELERATION

If a Default exists, the Lender may, at its option, declare the unpaid principal balance of this Note to be immediately due and payable, together with all accrued interest on the indebtedness, all costs of collection (including reasonable attorneys' fees and expenses) and all other charges due and payable by the Borrower under this Note or any other Loan Document. If the subject Default has arisen from a failure by the Borrower to make a regular monthly payment of principal and interest, the Lender shall have given the Borrower at least three (3) Business Days' advance notice of its intent to do so.

If the subject Default is a Curable Nonmonetary Default, the Lender shall exercise its option to accelerate only by delivering Notice of acceleration until (a) the Borrower has been given any required Notice of the prospective Default and (b) any applicable cure period has expired.

Except as expressly described in this Section, no Notice of acceleration shall be required in order for the Lender to exercise its option to accelerate the Indebtedness in the event of Default.

9. SECURITY

This Note is secured by a Security Agreement and Fixture Filing (the "Security Agreement") granted by the Borrower to Lender granting a security interest in certain collateral and personal property as well as four (4) automobile repair stations commonly known as Purrfect Auto Service # 515 owned by S550 Investments Inc, Purrfect Auto Service #14 and USA Auto Service #3 and #4, all three owned by Gizmo Empowered, Inc. Borrowers hereby attest to full ownership of these 4 locations without any liens, loans or off balance sheet items. Reference is made to the Security Agreement for a description of the security and rights of the Lender. This reference shall not affect the absolute and unconditional obligation of the Borrower to repay the Loan in accordance with its terms.

10. SEVERABILITY

If any provision of this Note is held to be invalid, illegal or unenforceable in any respect, or operates, or would if enforced operate to invalidate this Note, then that provision shall be deemed null and void. Nevertheless, its nullity shall not affect the remaining provisions of this Note, which shall in no way be affected, prejudiced or disturbed.

11. WAIVER

Except to the extent that such rights are expressly provided in this Note, the Borrower waives demand, presentment for payment, notice of intent to accelerate, notice of acceleration, protest, notice of protest, dishonor and of nonpayment and any and all lack of diligence or delays in collection or enforcement of this Note. Without affecting the liability of the Borrower under this Note, the Lender may release any of the Property, grant any indulgence, forbearance or extension of time for payment, or release any other person now or in the future liable for the payment or performance of any obligation under this Note or any of the Loan Documents.

The Borrower further (a) waives any homestead or similar exemption; (b) waives any statute of limitation; (c) agrees that the Lender may, without impairing any future right to insist on strict and timely compliance with the terms of this Note, grant any number of extensions of time for the scheduled payments of any amounts due, and may make any other accommodation with respect to the Indebtedness evidenced by this Note; (d) waives any right to require a marshaling of assets; and (e) to the extent not prohibited by applicable law, waives the benefit of any law or rule of law intended for its advantage or protection as a debtor or providing for its release or discharge from liability under this Note, excepting only the defense of full and complete payment of all amounts due under this Note and the Loan Documents.

12. VARIATION IN PRONOUNS

All the terms and words used in this Note, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context or sense of this note or any

paragraph or clause herein may require, the same as if such word had been fully and properly written in the correct number and gender.

13. COMMERCIAL LOAN

The Borrower hereby represents and warrants to the Lender that the Loan was made for commercial or business purposes, and that the funds evidenced by this Note will be used solely in connection with such purposes.

14. REPLACEMENT OF NOTE

If this Note is lost or destroyed, the Borrower shall, at the Lender's request, execute and return to the Lender a replacement promissory note identical to this Note, provided the Lender delivers to the Borrower an affidavit to the foregoing effect. Upon delivery of the executed replacement Note, the Lender shall indemnify the Borrower from and against its actual damages suffered as a result of the existence of two Notes evidencing the same obligation. No replacement of this Note under Section shall result in a novation of the Borrower's obligations under this Note.

15. GOVERNING LAW

This Note shall be construed and enforced according to, and governed by, the laws of Nevada without reference to conflicts of laws provisions which, but for this provision, would require the application of the law of any other jurisdiction.

16. TIME OF ESSENCE

In the performance of the Borrower's obligations under this Note, time is of the essence.

17. NO ORAL AGREEMENTS

THIS NOTE, ANY SECURITY AGREEMENT AND ANY CONFESSION OF JUDGMENT, EMBODY THE FINAL, ENTIRE AGREEMENT OF THE BORROWER AND THE LENDER AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE LOAN AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF THE BORROWER AND THE LENDER. THERE ARE NO ORAL AGREEMENTS BETWEEN THE BORROWER AND THE LENDER. THE PROVISIONS OF THIS NOTE AND THE OTHER LOAN DOCUMENTS MAY BE AMENDED OR REVISED ONLY BY AN INSTRUMENT IN WRITING SIGNED BY THE BORROWER AND THE LENDER.

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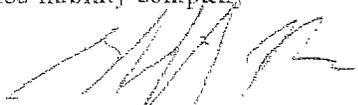
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18. THE PARTIES FURTHER AGREE TO WAIVE ALL PROVISIONS OF CHAPTER 604A OF THE NEVADA REVISED STATUTES AND THE BORROWER SPECIFICALLY WAIVES ANY AND ALL PROSECUTIONS, DEFENSES AND CAUSES OF ACTIONS UNDER NRS 604A.010-604A.940 AS AGAINST THE LENDER. THE PARTIES FURTHER AGREE THAT THIS IS NOT A CONSUMER LOAN, BUT IS A COMMERCIAL LOAN BETWEEN EXPERIENCED BUSINESS AND PARTIES.

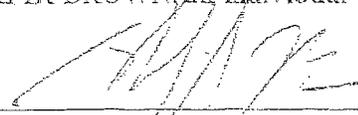
NOT A CONSUMER LOAN, BUT A COMMERCIAL LOAN BETWEEN EXPERIENCED BUSINESSES AND PARTIES

IN WITNESS WHEREOF, the Borrower has caused this Note to be duly executed as of the date first above written.

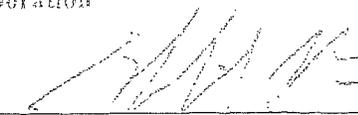
FURNITURE BOUTIQUE LLC, a Nevada limited liability company

By: 
Shafik Brown, Managing Member

SHAFIK BROWN, an individual

By: 
Shafik Brown

BOULEVARD FURNITURE, INC., a Nevada corporation

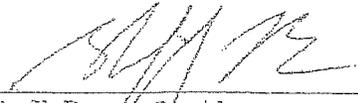
By: 
Shafik Brown, President



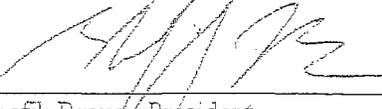
SHAFIK HIRJI, an individual

By: 
Shafik Hirji

GIZMO EMPOWERED INC d/b/a PURRFECT
AUTO #14 and USA Auto #3 &4

By: 
Shafik Brown, President

S550 INVESTMENTS INC d/b/a PURRFECT
AUTO SERVICE # 515

By: 
Shafik Brown, President



OPTION AGREEMENT FOR SALE OF LLC INTEREST

THIS OPTION AGREEMENT FOR SALE OF LLC INTEREST (this "Agreement") is dated as of March 17, 2017 (the "Effective Date"), and is made and entered into by and between Trata, Inc., a Nevada corporation ("Buyer") and Shafik Brown, an individual and Shafik Hirji, an individual (hereafter "Seller"), in connection with Seller's sale of fifty percent (50%) interest in the entirety of a business whose operations are at 1405 W. Sunset Blvd., Henderson, NV 89014 (the "Company") to Buyer. The primary purpose of this business is retail sale of consumer furniture.

- A. Seller is the beneficial and record owner of one hundred percent (100%) of the membership interests in the Company.
- B. Seller desires to sell to Buyer and Buyer desires to purchase from Seller fifty percent (50%) of Seller's membership interest in the Company (the "Seller's Interest") on the terms and conditions set forth in this Agreement.

Therefore, Buyer and Seller agree as follows:

ARTICLE I OPTION FOR SALE AND PURCHASE

- 1.1 Option. Seller hereby grants to Buyer an exclusive and irrevocable option to purchase Seller's Interest in whichever Company is operating the furniture business at the referenced location:
 - 1.1.1 Option Period: The initial option period ("Initial Period") shall commence on the date hereof and shall continue for a period of 120 months following the Effective Date of this Agreement.
 - 1.1.2 Option Payment: Buyer shall pay to Seller ten dollars (\$10), promptly upon execution of this Agreement.
- 1.2 Purchase Price/Exercise of Option. If Buyer exercises its option, Buyer is to tender payment of one dollar (\$1.00) (the "Purchase Price") to Seller. The option, if exercised, shall be exercised by written notice.
 - 1.2.1 Sale and Purchase of Seller's Interest. On the date in which Buyer exercises its option and tenders payment of the Purchase Price (the "Exercise Date"), Seller shall sell, assign, and transfer to Buyer Seller's Interest in the Company, and Buyer shall purchase, acquire, and accept Seller's Interest from Seller.
- 1.3 Secured Promissory Note. On the Effective Date of this Agreement, Buyer shall deliver to Seller a Secured Promissory Note in the form of that attached hereto as Exhibit "A" (the "Secured Promissory Note") in the amount of Two Hundred Thousand Dollars (\$200,000). The Secured Promissory Note shall be secured by a pledge of Seller's entire

ownership interest in BOULEVARD FURNITURE, INC., a Nevada Corporation, and 4 automobile repair locations as listed in Exhibit "B" which consists of PURRFECT AUTO and USA Auto, which pledge agreement shall be in the form of that attached hereto as Exhibit "B" (the "Pledge Agreement"), and shall be guaranteed by Shafik Brown and Shafik Hirji in the form of that attached hereto as Exhibit "C" (the "Guaranty"). Seller shall also deliver to Buyer a signed UCC-1 Statement, suitable for filing in the State of Nevada.

ARTICLE II REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER

Seller hereby represents and warrants to Buyer, and covenants with Buyer, as follows:

2.1 Authority and Capacity. Seller is composed of two individuals who maintain the entirety of the ownership interests in Company and have all requisite power, authority and capacity to enter into this Agreement and to perform its obligations hereunder and to consummate the transactions contemplated hereby. No approval or consent of any persons other than Seller is necessary. Seller warrants that the corporate entity that is being sold herein is the sole entity that operates the furniture business at the specified location and that such entity functions as its own cost center in relation to a larger framework of furniture corporations and locations that are also owned by Seller.

2.2 Agreement Will Not Cause Breach or Violation. The execution, delivery and performance of this Agreement by Seller does not and the consummation of the transaction contemplated hereby will not (a) conflict with any provision of Seller's charter documents; (b) result in a breach of or default under any other agreement to which Seller is a party or by which it is bound; or (c) violate any law applicable to Seller or any judgment, order, injunction, decree or award of any court, arbitrator, administrative agency or governmental body applicable to or binding upon Seller.

2.3 Binding Agreement. This Agreement has been duly and validly executed and delivered by Seller and constitutes Seller's valid and binding agreement, enforceable against Seller in accordance with and subject to its terms. In the event that Furniture Boutique, LLC is not the corporation that owns or operates the furniture business at the location, then the Sellers shall offer a 50% ownership interest in whichever corporation that in actuality owns and operates the furniture business at that location.

2.4 Title to Seller's Interest. Seller is the lawful record and beneficial owner of all of Seller's Interest, free and clear of any liens, claims, agreements, charges, security interests and encumbrances whatsoever. On the Exercise Date, the Operating Agreement of the Company showing ownership of the membership interests of the Company shall be amended to memorialize this transaction and to show that Buyer owns 50% of the membership interests in the Company, subject to the terms of this Agreement and the Pledge Agreement. Seller shall sign such documents and provide such certificates as may be required to evidence the sale of Seller's Interest.

2.5 Absence of Liabilities. To the actual knowledge of Sellers, with duty of inquiry or investigation, there are no material debts, liabilities or obligations of any nature, whether

accrued, absolute, contingent, or otherwise, that are not reflected on the Company's balance sheet.

2.6 Compliance with Laws. To the actual knowledge of Sellers, the Company has not received notice that it is in violation of any applicable federal, state, or local statute, law, ordinance, or regulation affecting the operation of the Company's business.

2.7 Absence of Litigation. To the actual knowledge of Seller, the Company has not received notice of any pending or threatened suit, action, arbitration, or legal or administrative proceeding or investigation affecting the Company or its business.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLER

Buyer hereby represents and warrants to Seller as follows:

3.1 Authority and Capacity of Seller; No Default of Company. Seller has all requisite power, authority and legal capacity to enter into this Agreement and to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement by Seller does not and the consummation of the transaction contemplated hereby will not (a) conflict with any provision of the Seller's charter documents; (b) result in a breach of or default under any other agreement to which the Seller or the Company is a party or by which either is bound; or (c) violate any law applicable to Seller, or any judgment, order, injunction, decree or award of any court, arbitrator, administrative agency or governmental body applicable to or binding upon Seller. There are no restrictions on the sale, transfer, or pledge of the Company membership interests in the any contracts to which the Company is a party.

3.2 Binding Agreement. This Agreement has been duly and validly executed and delivered by Buyer and constitutes both Buyer's and Seller's valid and binding agreement, enforceable against Seller in accordance with and subject to its terms.

3.3 Buyer's Knowledge of Company. Buyer does not currently own any equity in the Company and Buyer is purchasing Seller's Interest in reliance on the representations and warranties made by Seller's knowledge of the Company.

ARTICLE IV COVENANTS OF SELLER; POST-CLOSING MATTERS

4.1 Lease. Seller is party to a lease for certain premises located at 1405 W. Sunset Blvd., Henderson, NV 89014 pursuant to which SS Capital, LLC is the Landlord (the "Lease"). Such lease is attached herein and incorporated by reference.

4.2 Assignment. Seller will assign fifty percent (50%) of the Lease to Buyer upon written request of Buyer.

4.3 Notification of Transaction. Seller shall make such filings with the Securities and Exchange Commission as may be required in connection with this transaction. Buyer and Seller may make such public announcements (including, without limitation, press releases and announcements in trade and industry publications and publications of general interest) as each deems appropriate; provided, however, that such public announcements shall be subject to review and approval by the other party, to be granted or denied within three business days of request, with consent not to be unreasonably withheld and with silence being deemed consent. The parties shall reasonably cooperate with each other in making such announcements and filings.

4.4 Trademarks and Tradenames. As of the Effective Date, Seller shall assign to the Company, to the extent owned by Seller, without warranty, the sole and exclusive right to use the names "Furniture Boutique", "Furniture Fashions" and any similar name or forms thereof, and Seller shall have no right to use any of the foregoing names from and after the Effective Date unless otherwise agreed.

4.5. Indemnification.

4.5.1 Indemnification by Seller. Seller shall indemnify, defend, and hold Buyer, and each of Buyer's members, officers, directors, employees, and agents harmless from and pay any and all losses, costs, damages, claims, obligations, liabilities and expenses (including, without limitation, all reasonable attorneys' fees and costs), whether known or unknown, contingent or vested, matured or unmatured, and whether or not resulting from third-party claims (collectively, "Claims"), directly or indirectly resulting from, relating to, arising out of or attributable to any of the following: (a) any breach of any representation or warranty Seller has made in this Agreement; (b) any breach, violation or default by Seller of any covenant, agreement or obligation of Seller in this Agreement; (c) any grossly negligent or willful misconduct of Seller in connection with the Company occurring prior to the Effective Date.

4.6 Amendment to Operating Agreement; Issuance of Certificates. Immediately following the Exercise Date, Seller and Buyer shall cause the Company to amend its Operating Agreement to reflect the transfer of equity to Buyer, and to authorize and require the issuance of membership certificates and a reference to the Pledge Agreement.

ARTICLE V
MISCELLANEOUS

5.1 Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties relating to the subject matter hereof and supersedes any and all prior understandings, agreements, negotiations and discussions, both written and oral, between the parties hereto with respect to the subject matter hereof.

5.2 Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with, and shall be governed by, the laws of the State of Nevada without reference to, and regardless of, any applicable choice or conflicts of laws principles.

5.3 Counterparts and Signatures. This Agreement may be executed in any number of counterparts and by the several parties hereto in separate counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same Agreement. Signatures by facsimile or electronic means shall be valid and enforceable; provided, however, that the Buyer shall deliver to the Seller the originally signed Secured Promissory Note, and Pledge Agreement.

5.4 Further Assurances. Each of the parties hereto shall from time to time at the request of the other party hereto, and without further consideration, execute and deliver to such other party such further instruments of assignment, transfer, conveyance and confirmation and take such other action as the other party may reasonably request in order to more effectively fulfill the purposes of this Agreement.

5.5 Severability. The provisions of this Agreement will be deemed severable and the invalidity or unenforceability of any provision will not affect the validity or enforceability of the other provisions hereof. If any provision hereof is determined by a court of competent jurisdiction or an arbitrator to be invalid or unenforceable, such provision shall be limited to the extent necessary to make it valid and enforceable, or if necessary, severed from this Agreement, and the remainder of the Agreement shall be in full force and effect.

5.6 Attorneys' Fees. If either party brings a claim or lawsuit against the other party to this Agreement to interpret or enforce any of the terms of this Agreement, or to interpret or enforce the Secured Promissory Note, or the Pledge Agreement, the prevailing party shall, in addition to all other damages, be entitled to reasonable attorneys' fees and costs, costs of witnesses, and costs of investigation from the non-prevailing party.

5.7 Amendment and Termination. This Agreement may be amended or terminated only upon a writing executed by both Buyer and Seller.

5.8 Successors and Assigns. Subject to the provisions of this Agreement relating to the transferability of Seller's Interest, this Agreement shall be binding upon and inure to the benefit of Buyer and Seller and their respective successors and assigns. Whenever appropriate in this Agreement, references to Buyer or Seller shall be deemed to refer to such company's successors or assigns.

5.9 Dispute Resolution.

5.9.1 Arbitration. All disputes concerning this Agreement shall be settled by arbitration, before one arbitrator, in accordance with the commercial arbitration rules of the American Arbitration Association then in effect. The arbitrator shall be selected in accordance with such commercial arbitration rules. A party is entitled to initiate an arbitration proceeding if a dispute cannot be resolved amicably within ten days after the other party has been notified of the existence of the dispute. The arbitrator is authorized to grant injunctive relief and/or specific performance in addition to monetary relief. The arbitrator hereby is instructed to interpret and enforce this Agreement in strict accordance with its terms, and in accordance with Nevada law. All arbitration proceedings shall be held in Clark County, Nevada.

5.9.2 Equitable Relief. Notwithstanding the foregoing, each party is entitled to bring an action for temporary or preliminary injunctive relief at any time in any court of competent

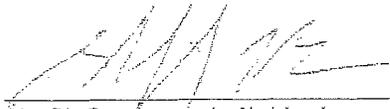
jurisdiction in order to prevent irreparable injury that might result from a breach of this Agreement. Furthermore, upon the occurrence of an event of default, Buyer is entitled to exercise all of the rights and remedies described in this Agreement and, at any time, to bring an action in a court of competent jurisdiction (or, at its election, to initiate an arbitration proceeding) for purposes of enforcing the terms of this Agreement.

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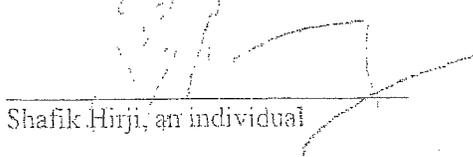
5.9.3 Award. The award of the arbitrator in any arbitration proceeding shall be final and may be enforced in any court of competent jurisdiction, and an action to compel arbitration may be brought in any court of competent jurisdiction. The unsuccessful party to any arbitration proceeding or to any court action that is permitted by this Agreement shall pay to the successful party all costs and expenses, including, without limitation, reasonable attorneys' fees and the fees of the arbitrator, incurred therein by the successful party. EACH PARTY AGREES THAT, TO THE EXTENT PERMISSIBLE BY LAW, ALL RIGHTS TO A TRIAL BY A JURY OF ANY CLAIM CONCERNING THIS AGREEMENT ARE ABSOLUTELY AND FOREVER WAIVED.

Executed as of the date first above written.

Seller:

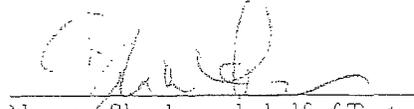


Shafik Brown, an individual



Shafik Hirji, an individual

Buyer:



Navneet Sharda, on behalf of Trata, Inc., a Nevada corporation

EXHIBIT “12”

Gordon Silver Acknowledgment of Assignment
of Judgment filed April 6, 2017



CLERK OF THE COURT

1 GORDON SILVER
2 MARK S. DZARNOSKI
3 Nevada Bar No. 3398
4 410 S. Rampart Blvd., Suite 420
5 Las Vegas, NV 89145
6 Tel: (702) 796-5555
7 Fax: (702) 778-9709
8 Email: mdzarnoski@gordonsilver.com
9 Attorney for Plaintiff

8 DISTRICT COURT
9 CLARK COUNTY, NEVADA

10 GORDON SILVER, a Nevada professional
11 corporation,

12 Plaintiff,

13 vs.

14 NAVNEET N. SHARDA,

15 Defendant.

CASE NO.: A-15-712697-C
DEPT. NO.: XVI

ACKNOWLEDGEMENT OF
ASSIGNMENT OF JUDGMENT

16
17 1. A judgment in the above case was entered on September 8, 2015 in the principal
18 amount of FIFTY SEVEN THOUSAND THREE HUNDRED NINETY SIX AND 67/100
19 DOLLARS (\$57,396.67) together with prejudgment interest accruing at the contract rate of 12%
20 per annum plus attorney's fees of ONE THOUSAND FOUR HUNDRED SIXTY FOUR and
21 50/100 DOLLARS (\$1,464.50) and costs of THREE HUNDRED EIGHTY ONE and 35/100
22 DOLLARS (\$381.35).

23 2. The judgment further awards post-judgment interest at the contract rate of 12%
24 per annum.

25 3. No payments have been made by the Judgment Debtor.

26 4. Gordon & Silver, Ltd. is the judgment holder in the case and I am the authorized
27 representative of Gordon & Silver, Ltd.

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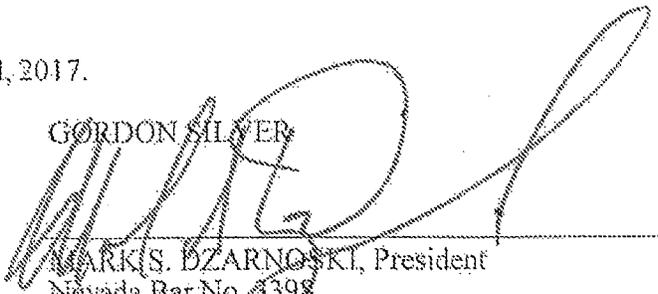
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5. Gordon & Silver, Ltd. hereby assigns the entire remaining balance of the judgment to:

Steve Barkel
1027 S Rainbow Blvd #257
Las Vegas, NV 89145
702-561-4000

DATED this 4 day of April, 2017.

GORDON SILVER



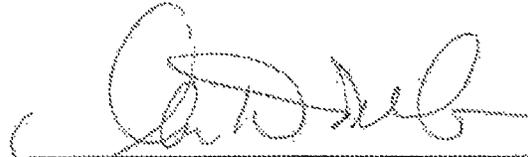
MARK S. DZARNOSKI, President
Nevada Bar No. 3398
410 S. Rampart Blvd., Suite 420
Las Vegas, NV 89145
Tel: (702) 796-5555
Fax: (702) 778-9709
Email: mdzarnoski@gordonsilver.com
Attorney for Plaintiff

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CERTIFICATE OF SERVICE

The undersigned, an employee of Gordon Silver, hereby certifies that on the ¹⁴6 day of April, 2017, she served a copy of ACKNOWLEDGMENT OF ASSIGNMENT OF JUDGMENT on all interested parties, by placing said copy in an envelope, postage fully prepaid, in the U.S. Mail at Las Vegas, Nevada, said envelope addressed to:

Navneet N. Sharda
Cancer Care Center
3509 E. Harmon Avenue
Las Vegas, NV 89121



Anna Diallo, an employee of
GORDON SILVER

EXHIBIT “13”
Confidential Settlement Agreement

1
2 EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

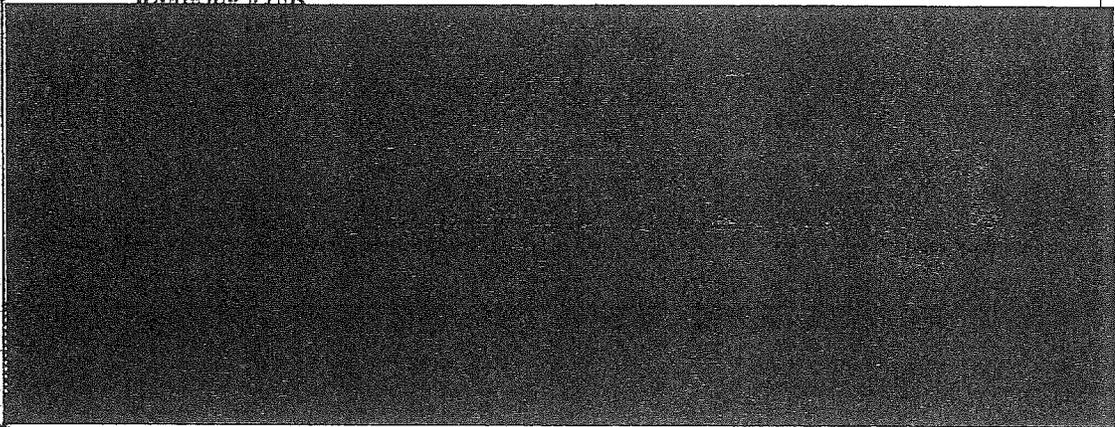
3 GORDON SILVER, a Nevada professional) CASE NO.: A-15-712697-C
4 corporation,) DEPT. NO.: XVI
5 Plaintiff,) SETTLEMENT AGREEMENT
6 vs.)
7 NAVNEET N. SHARDA,)
8 Defendant.)

9 SETTLEMENT AGREEMENT

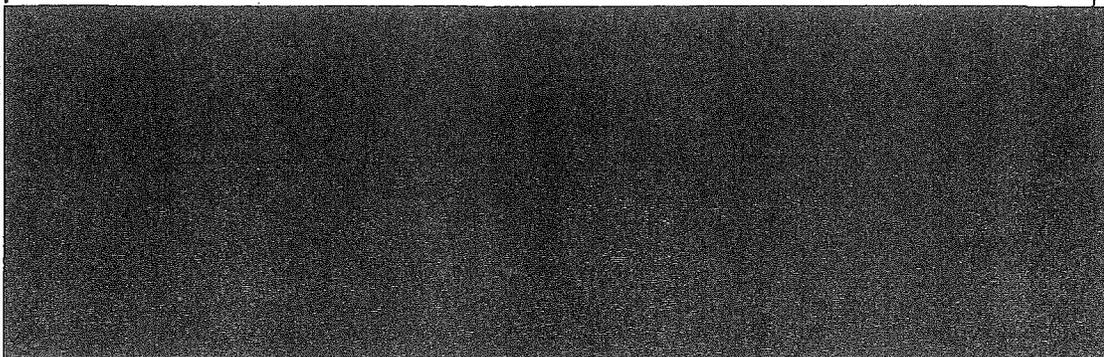
10 THIS SETTLEMENT AND RELEASE AGREEMENT (this "Agreement") is made and
11 entered into as of this 29TH day of July 2017 (the "Effective Date") by and between STEVEN
12 BARKET ("Plaintiff"), Assignee from GORDON SILVER, on the one hand and NAVNEET N.
13 SHARDA ("Defendant") on the other hand. Each may be referred to individually as "Party" or
14 collectively as "Parties" herein.
15

16
17 1. Agreement. the parties do hereby covenant and agree as follows.
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19 2. Consideration. The Parties acknowledge that in consideration of the obligations, and
20 the undertakings contained herein, and for other good and valuable consideration, the
21 receipt, adequacy and sufficiency are hereby acknowledged. The Parties agree to the
22 following terms:
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ii. Assignment of Promissory Notes. Defendant shall assign all rights, title and interest in the five (5) promissory notes, together with their corresponding UCC (1) agreements, Confession of Judgment and other documentation with an estimated principal balance of \$1,500,000.00 (One Million Five Hundred Thousand Dollars) which is accruing interest at an annual rate of forty percent (40%) to Plaintiff or his assigns;

iii. Collection of Promissory Notes. Plaintiff shall coordinate the collection efforts of the Promissory Notes utilizing Mazur & Brooks for an aggressive post-judgment attachment and execution efforts.

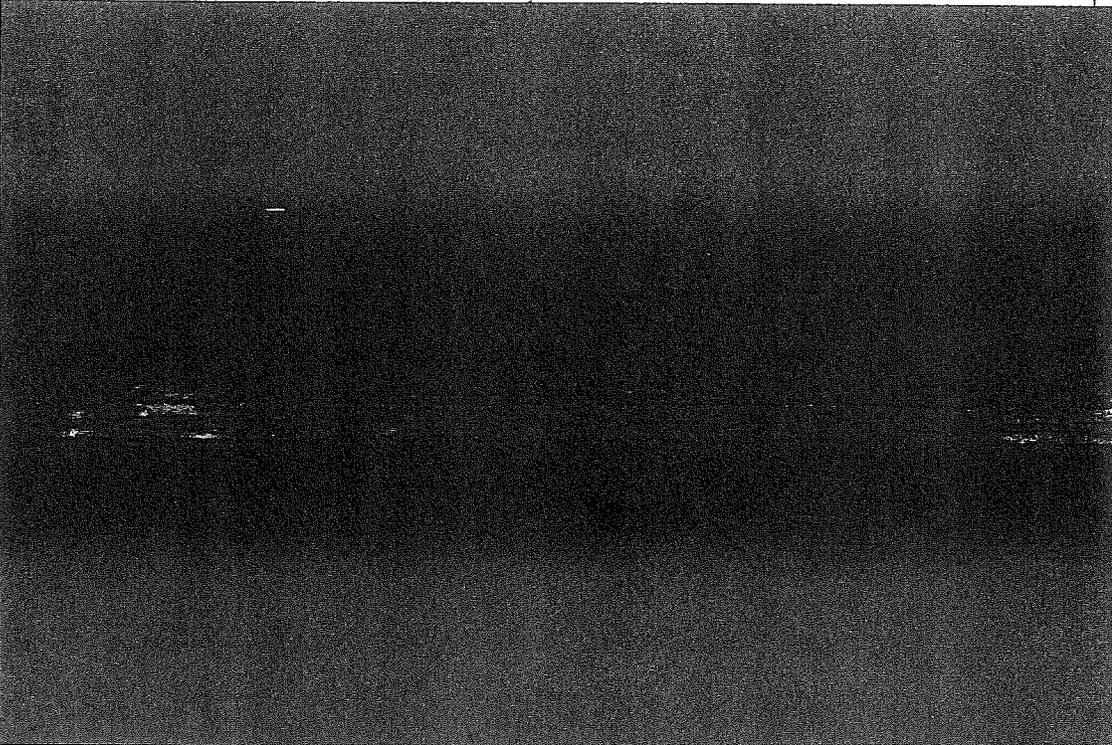
1. Collection Costs. Attorneys' fees and collection costs shall be borne by Defendant pursuant to an agreed upon plan of collection.

2. Distribution of Sums Recovered. The Parties agree to distribute the funds collected on the Promissory Notes as follows:

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- a. Repayment to principal balance due on each Promissory Note to Defendant until such time that the principal balance due is paid in full.

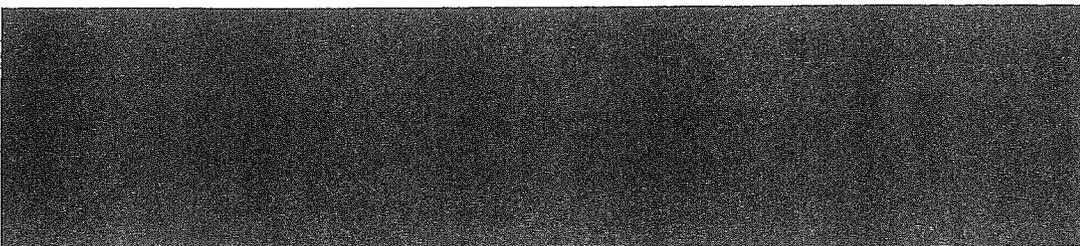
- b. After the principal balance has been repaid, then any sums collected shall be distributed equally between the Parties (50%/50%).



iv. Dismissal of Lawuit Barker, G65 Ventures v. Hirji, Brown, Sharda, Furniture Boutique, LLC et al, Case No. A-17-75674-C (Lawsuit A-17-75674-C). The Parties agree that Plaintiff will dismiss Sharda from the Lawsuit A-17-75674-C. Further, Plaintiff may, at Plaintiff's option, file a notice of withdrawal of opposition or seek a continuance of the hearing to Defendant Hirji, Brown and Furniture Boutique LLC's Motion to Dismiss.

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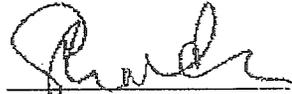
vi. Confidentiality. This Agreement shall be confidential between the parties and only disclosed pursuant to a Court order or by mutual written agreement of the parties.

vii. 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.

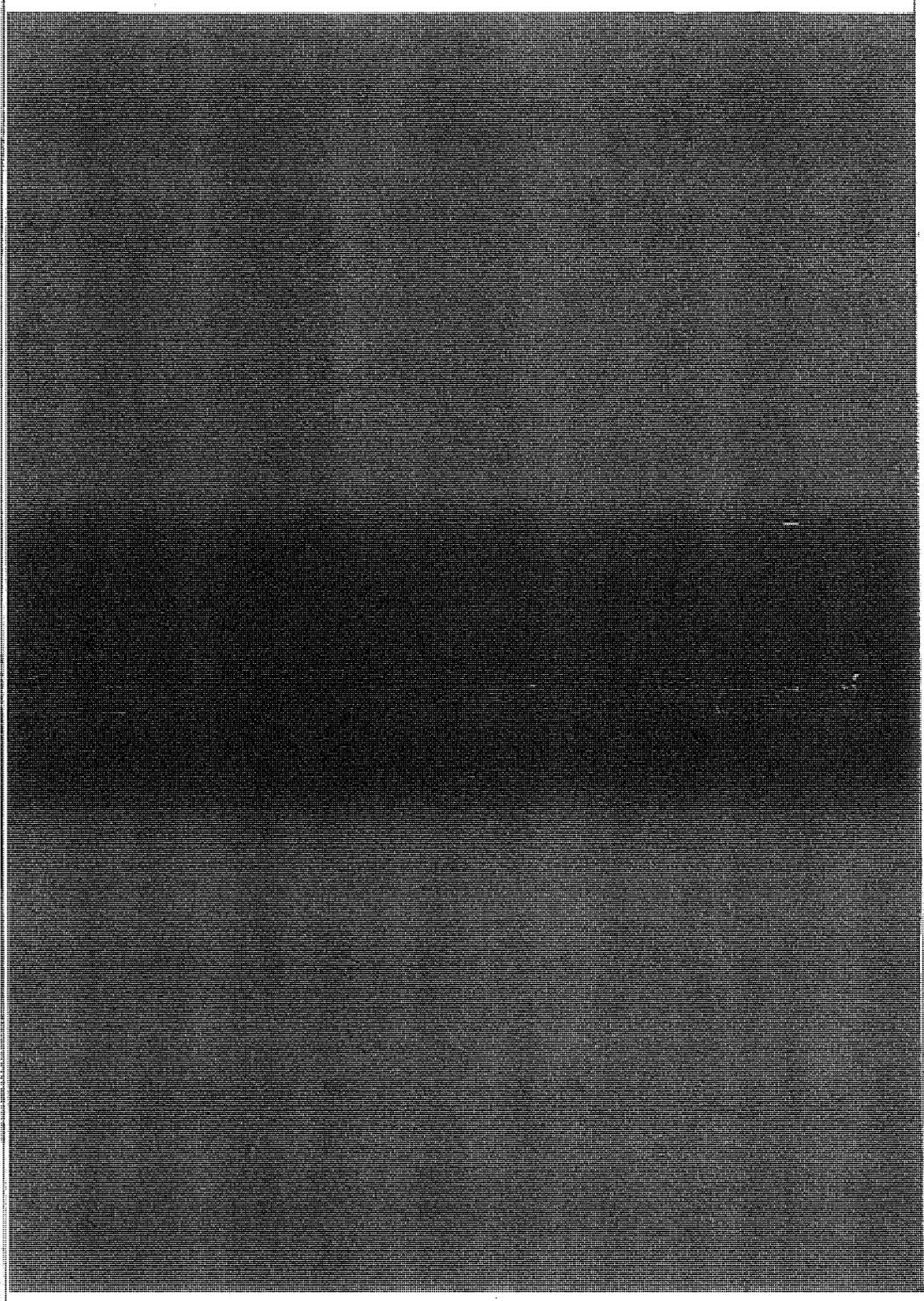
viii. Severability. If any portion or part or provision of this Agreement shall be determined by a court or panel of competent jurisdiction to be void or unenforceable, the remainder of this Agreement shall remain valid and enforceable by the parties hereto to the extent permitted by applicable law.

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

PLAINTIFF:
By: 
Steven Barket, assignee

DEFENDANT:
By: 
Navneet N. Sharda

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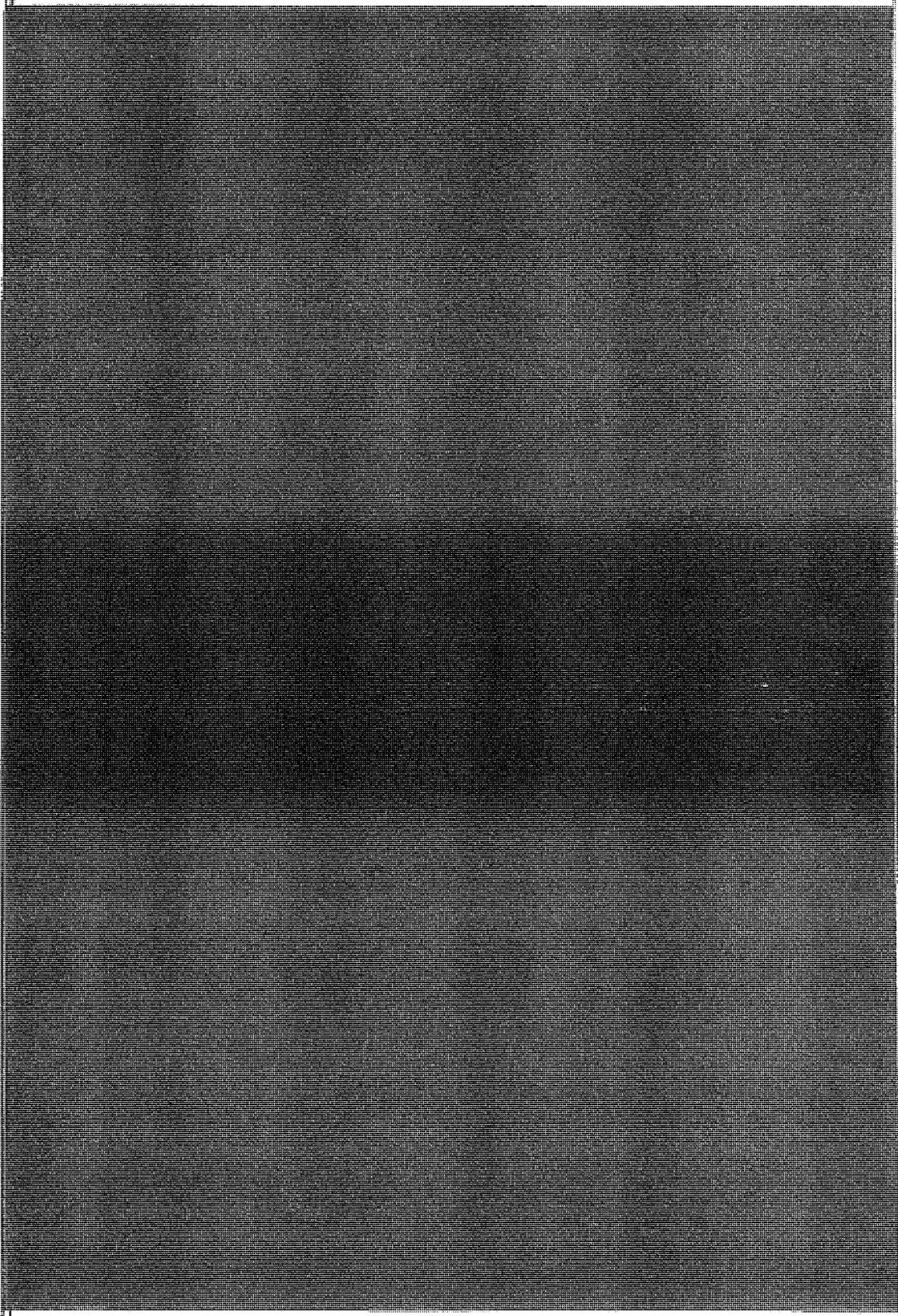


EXHIBIT “14”
Declaration of Michael Mazur

1 DECL
MCDONALD LAW OFFICES
2 BRANDON B. MCDONALD, ESQ.
Nevada Bar No. 011206
3 CHARLES ("CJ") E. BARNABI JR. ESQ.
Nevada Bar No. 14477
4 2451 W Horizon Ridge Pkwy, #120
Henderson, Nevada 89052
5 Telephone: (702) 992-0569
6 Facsimile: (702) 992-0569
Attorneys for Plaintiffs/Counter-Defendant

7
8 EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

9 STEVEN BARKET, an individual; and G65
10 VENTURES, LLC., a Nevada Limited Liability
Company.

11 Plaintiffs,

12 vs.

13
14 SHAFIK HIRJI, an individual; SHAFIK BROWN,
an individual; and NAVNEET SHARDA, an
15 individual; FURNITURE BOUTIQUE, LLC., A
Nevada Limited Liability Company, and DOES I-
16 X, inclusive and ROE CORPORATIONS XI
through XX,

17 Defendants.

18
19 SHAFIK HIRJI, an individual; SHAFIK BROWN,
an individual; NAVNEET SHARDA, an individual;
20 FURNITURE BOUTIQUE, LLC, a Nevada
Limited Liability Company; TRATA, INC. a
21 Nevada Limited Liability Company,

22 Counterclaimants,

23 vs.

24 STEVEN BARKET, an individual,
25 Counter-defendant.
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Case No.: A-17-756274-C
Dept. No.: XVIII

1 STATE OF NEVADA
2 COUNTY OF CLARK

3 DECLARATION OF MICHAEL D. MAZUR, ESQ. IN SUPPORT OF

4
5 I, Michael D. Mazur, Esq., hereby declare under penalty of perjury under the laws of the
6 State of Nevada that, to the best of my knowledge, information and belief, the following facts are
7 true and accurate.

8 1. I am the attorney of record for Steven Barket, the Assignee and Judgment Creditor
9 in the case Eighth Judicial District Court of Clark County Nevada entitled *Gordon Silver v.*
10 *Navneet N. Sharda*, Case Number A-15-712697-C (the "Gordon Silver Lawsuit").

11 2. On January 21, 2005, Gordon Silver, by and through their attorneys of record, filed
12 the Gordon Silver Lawsuit complaint against Defendant Navneet N. Sharda for his failure to pay
13 for legal services rendered.

14 3. On September 8, 2015, Plaintiff received a Default Judgment against the
15 Defendant Sharda, in the principal sum of \$57,396.67, plus \$1,464.50 for attorneys' fees and
16 \$381.35 in costs (the "Judgment"). Additionally, the Judgment accrued interest at the annual
17 contract rate of 12% per annum in the amount of \$14,014.23.

18 4. On April 6, 2017, Plaintiff assigned all rights, title and interest in the Judgment to
19 Stephen Barket (the "Assignee" and/or "Judgment Creditor"). On April 6, 2017, an
20 Acknowledgement of Assignment of Judgment was filed.

21 5. On June 2, 2017, Judgment Creditor executed upon the Defendant Sharda's assets
22 via a Writ of Execution / Attachment and Defendant Sharda was served at Defendant's
23 residential address. Defendant's counsel, Bryan Naddafi, Esq. contacted Mr. Mazur, Esq. via
24 telephone to discuss the seizure.

25 FAILURE TO APPEAR AT THE JUDGMENT DEBTOR'S EXAMINATION

26 6. On May 11, 2017, the Judgment Creditor filed an *Ex Parte Motion for Order*
27 *Allowing Examination of Judgment Debtor*. The Order allowing Examination of Debtor was
28 personally served upon Defendant on June 15, 2017 by Gerald R. Fitsimmons, a licensed process
server (License No. R-003971) employed by Clark County Process Service LLC (State License
No 2031C). On June 14, 2017, Defendant, Navneet N. Sharda was served with a Notice of Entry

1 of Order for the examination of Debtor. Defendant Sharda failed to attend the Court Ordered
2 Judgment Debtor's Examination scheduled for June 27, 2017. An Order to Show Cause was
3 issued for July 20, 2017.

4 7. On July 20, 2017, the Debtor personally appeared together with his counsel at the
5 hearing on the pending motions. The Court ordered Defendant Sharda to appear at the Judgment
6 Debtor's Examination.

7 JUDGMENT DEBTOR EXAMINATION OF DEFENDANT SHARDA

8 8. On July 29, 2017, Defendant Sharda and his attorney, Brian Nadaffi, Esq.
9 appeared for the Judgment Debtor Examination at 10:00 a.m. at the offices of Mazur & Brooks,
10 A PLC. During Defendant Sharda's testimony, he admitted to several acts that would subject
11 him to civil liability and outlined the locations of various assets that were secreted in foreign
12 countries and in a convoluted and complex structure made up of domestic corporations, non-
13 profit companies, foreign corporations and other entities based upon planning from his attorneys
14 and accountants. Each of which would place his assets outside the reach of his creditors and the
15 courts. During his testimony, he admitted that:

- 16 a. He owned several foreign entities that were domiciled in the Country of
17 Nevis.
- 18 b. That he had business entities that he failed to file annual U.S. Corporate Tax
19 Returns as required by law.
- 20 c. That he controls funds held in various investment accounts at #####
21 in excess of \$500,000 that would be sufficient to cover payment of the
22 Judgment.
- 23 d. Sharda, as the Court appointed Administrator of his father's probate estate,
24 admitted that he failed to include all of the assets as he was required to do
25 pursuant to his duties.
- 26 e. That Sharda received assets from his father, without receiving consideration,
27 prior to his father filing for U.S. Bankruptcy protection.
- 28 f. That Sharda is the Chairman and President of Cancer Care Foundation, Inc.,
a non-profit corporation. In that position, he diverted funds of the non-profit
for his own personal benefit by making loans in the amount of \$300,000 in
principal to Shafik Hirji and Boulevard Furniture, Inc. in 2016.

1 g. That Defendant Sharda did not suffer any economic damages in pending
2 litigation involving his loss of hospital privileges at Sunrise Hospital,
3 basically eviscerating any claims that he had filed against Sunrise Hospital.

4 9. In light of the admissions made during the examination, the parties went off the
5 record at 1:13 p.m. for a break. During the break we immediately began to discuss settlement
6 and repayment of the Judgment in full. During the settlement discussions, Defendant Sharda was
7 represented by counsel the entire time.

8 10. At no time did Steven Barket threaten Sharda, harass Defendant Sharda or apply
9 any pressure whatsoever to Defendant Sharda. Sharda never stated that he was ever threatened
10 or under duress. Sharda's counsel, Brial Nadaffi, Esq. never mentioned that Sharda was ever
11 threatened or under any type of duress or pressure. The parties were able to reach a mutually
12 agreeable agreement. Counsel for Defendant Sharada and myself jointly prepared the
13 Confidential Settlement Agreement which was signed by the parties in the presence of Brian
14 Nadaffi, Esq. and myself. Neither Sharda or his attorney vocalized any concerns during the
15 discussions leading up to the signing of the Settlement Agreement, during the signing nor after
16 the signing of the Confidential Settlement Agreement.

17 11. After the debtor's examination, Defendant appeared in court with his counsel on
18 many occasions. Not once did he claim that he had suffered any duress or threats as he has
19 alleged in his Opposition.

20 12. On October 31, 2017, Defendant filed a Motion to Set Aside Default Judgment
21 (the "Motion"). He did not raise any claims of duress or threats. Defendant Sharda filed an
22 Affidavit in Support on which was signed on September 5, 2017. In his Affidavit, Defendant
23 Sharda did not once mentions any harassment, duress or threats.

24 13. On November 21, 2017, a hearing was held on the Motion in front of the Hon.
25 Timothy Williams. No claims were made of duress or threats at the hearing. Defendant's
26 counsel failed to serve Mazur & Brooks with the Motion. As such the hearing was continued
27 until January 9, 2018.

28 14. On December 15, 2017, Judgment Creditor filed its Opposition to the Motion.

15 15. On December 29, 2017, Defendant filed a Reply. In the Reply, Defendant Sharda
16 submitted a second Affidavit in Support of the Motion. In the Affidavit, Sharda admits to
17 attending his debtor's examination. Defendant states that "during my Debtor's Examination, that
18 took place on July 29, 2017, I made (sic) aware of the possibility that I may not have actually

1 received the underlying Summons and Complaint.” (Sharda Affidavit, Page 2, Paragraph 9). No
2 other statements or declarations regarding duress, threats, settlement or harassment were made.

3 16. On January 9, 2018, the continued hearing was held and no claims were made of
4 duress or threats. The hearing was continued until January 16, 2018.

5 17. On January 16, 2018, the hearing was held and both Defendant Sharda and his
6 attorney, Brian Nadaffi, Esq. were present. Neither raised any claims or harassment, duress or
7 any threats whatsoever. At this hearing, the Defendant’s Motion to Set Aside the Default
8 Judgment was denied.

9 I declare under penalty of perjury under the laws of the State of Nevada that the foregoing
10 is true and correct to the best of my knowledge.

11 Executed on December 11, 2018 in Las Vegas, Nevada.

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13 MICHAEL D. MAZUR, ESQ.
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EXHIBIT “15”

August 1, 2018 correspondence from Brandon
McDonald to Bryan Naddafi



MCDONALD

BRANDON B. McDONALD, ESQ.

Physical Address:
2451 W. Horizon Ridge Parkway, Suite 120
Henderson, Nevada 89052
Telephone: (702) 385-7411

Email: Brandon@mcdonaldlawyers.com

Mailing Address
2505 Anthem Village Drive, Suite E-474
Henderson, Nevada 89052
Fax: (702) 992-0569

www.McDonaldLawyers.com

August 1, 2018

Via E-mail
Bryan Naddafi

Re: Barket v. Hirji
Case No.: A-17-75674-C

Mr. Naddafi:

Please accept this correspondence as a demand that you stipulate to joint dismissal of all claims brought by our respective clients against each other. After speaking to my client, I learned that a settlement agreement was executed between the two of them and that you were present for the settlement, along with my client's other attorney, Mike Mazur. I have attached a copy of the agreement to refresh your recollection.

We have asked you previously why you continue to move ahead with this case in spite of our understanding that there is a settlement. The fact that you continue to proceed with your client's case even though you knew of the settlement is a significant misrepresentation and it will be raised with the Court if we are required to file a Motion to Dismiss.

Please discuss this with your client and provide us with a response by Friday, August 3, 2018. Otherwise we will proceed with the Motion to Dismiss and seek sanctions. We look forward to hearing from you.

MCDONALD LAW OFFICES, PLLC

Brandon B. McDonald, Esq.