

1  
2 **II. REPAYMENT TERMS.**

Electronically Filed  
Aug 02 2021 05:47 p.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

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

- 9 a. Term. The LOAN TERM shall be modified from that stated in each of the LOAN  
10 DOCUMENTS to a term of Forty-Eight (48) months (the "TERM") commencing on  
11 September 1, 2017. *25th 25, 2021*  
12 b. Maturity Date. The maturity date of each of the LOANS shall be modified to  
13 September 1, 2021 (the "MATURITY DATE"). On the MATURITY DATE, all  
14 unpaid principal, interest, late fees, interest late fees shall become due and payable (the  
15 "BALLOON PAYMENT").  
16 c. Interest Rate. The LOAN BALANCE shall accrue interest at an annual rate of thirty  
17 (30%) percent (the "INTEREST RATE") until such time that the LOAN BALANCE is  
18 paid full. Should BORROWERS DEFAULT or not timely make each of their  
19 MONTHLY PAYMENTS, then the INTEREST RATE shall automatically revert back  
20 to the original interest rate of fifty (50%) percent retroactively.  
21 d. Payment. The LOAN BALANCE of \$1,531,564.50 (One Million Five Hundred Thirty-  
22 One Thousand Five Hundred Sixty-Four Dollars and Fifty Cents) shall be repaid in  
23 forty-eight (48) monthly payments of interest only as follows (See Exhibit "1" attached  
24 hereto as "AMORTIZATION CHART"):

- 25 a. THREE (3) MONTHLY PAYMENTS of \$18,090.22. The initial MONTHLY  
26 PAYMENT shall be due on September 1<sup>st</sup>, 2017 (the "INITIAL PAYMENT")  
27 in the amount of (Eighteen Thousand Ninety Dollars and Twenty-Two Cents)  
28 and two (2) additional MONTHLY PAYMENTS of payments in the amount of  
\$18,090.22 due on the first (1<sup>st</sup>) day of each month thereafter.  
29 b. THREE (3) MONTHLY PAYMENTS of \$27,135.33. BORROWERS shall  
30 pay three (3) MONTHLY PAYMENTS of \$27,135.33 commencing on  
31 December 1, 2017 and on the first (1<sup>st</sup>) day of each month thereafter;  
32 c. FORTY-TWO (42) MONTHLY PAYMENTS of \$38,289.11. Thereafter,  
33 commencing on March 1, 2018, in month seven (7), BORROWERS shall make

BOULEVARD *42* SUNSET *42* FURNITURE BOUTIQUE *42* GIZMO *42*

S550 *42* SL550 *42* GENESIS *42* HATARI *42* FUSION *42* HIRJI *42* BROWN, *42* Y. BROWN *42*

1 forty-two MONTHLY PAYMENTS in the amount of \$38,289.11 (Thirty-Eight  
2 Thousand Two Hundred Eighty-Nine Dollars and Eleven Cents) and due on  
3 the first (1<sup>st</sup>) day of each month thereafter (collectively the "MONTHLY  
4 PAYMENT"); 25<sup>th</sup> Q [Signature] [Signature]

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

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

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

### 17 III. ENTRY OF JUDGMENT

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

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

4

BOULEVARD [Signature] SUNSET [Signature] FURNITURE BOUTIQUE [Signature] GIZMO [Signature]  
S550 [Signature] SL550 [Signature] GENESIS [Signature] HATARI [Signature] FUSION [Signature] HIRU [Signature] BROWN, [Signature] Y. BROWN [Signature]

251

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

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

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

#### VERIFICATION & ACKNOWLEDGEMENT

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

5

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

252

5

JA001628

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

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

7  
8 *IN WITNESS WHEREOF*, the parties hereto have caused this Confession of Judgment to  
9 be executed by their duly authorized representatives as of the date set forth herein.

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

12 DATED: this 1<sup>st</sup> day of Sept ~~August~~, 2017.  
13

14  
15 [SIGNATURES CONTINUED ON PAGES 6-7]  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

BOULEVARD SL SUNSET SL FURNITURE BOUTIQUE SL GIZMO SL  
S550 SL SL550 SL GENESIS SL HATARI SL FUSION SL HIRJO SL BROWN SL Y. BROWN SL

BOULEVARD FURNITURE INC

S550 INVESTMENTS INC.

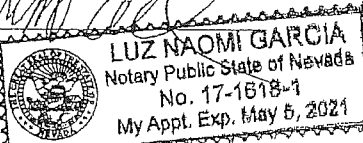
By: SHAFIK BROWN  
Its: President

By: SHAFIK BROWN  
Its: President

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

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

Notary Public



Notary Public



SUNSET FURNITURE INC

SL550 INVESTMENTS INC

By: \_\_\_\_\_

Its: \_\_\_\_\_

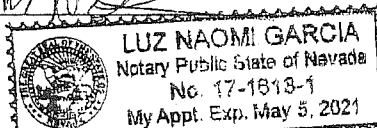
By: SHAFIK BROWN  
Its: President

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

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

Notary Public

Notary Public



FURNITURE BOUTIQUE LLC

GENESIS INVESTMENTS INC

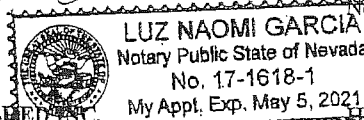
By: SHAFIK BROWN  
Its: Managing Member

By: SHAFIK BROWN  
Its: President

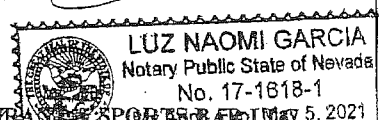
SUBSCRIBED AND SWORN to before me  
on this \_\_\_\_\_ Day of August 2017.

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

Notary Public



Notary Public



GIZMO EMPOWERED INC

HATARI RESTAURANT & SPORTS BAR

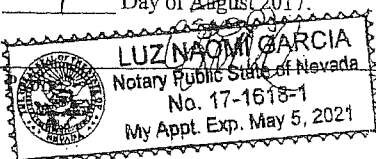
By: SHAFIK BROWN  
Its: President

By: SHAFIK BROWN  
Its: Managing Member

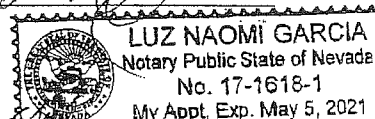
SUBSCRIBED AND SWORN to before me  
on this \_\_\_\_\_ Day of August 2017.

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

Notary



Notary Public



BOULEVARD SL SUNSET SL FURNITURE BOUTIQUE SL GIZMO SL

S550 SL SL550 SL GENESIS SL HATARI SL FUSION SL HIRJI SL BROWN, SL LY, BROWN SL

1 FUSION RESTAURANT INC

2  
3 By: SHAFIK BROWN  
4 Its: President

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

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

11 SHAFIK HIRJI

12 By: SHAFIK HIRJI  
13 Its: an individual, as guarantor

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

16 Notary Public

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

SHAFIK BROWN

By: SHAFIK BROWN  
Its: an individual, as guarantor

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

Notary Public

YASMIN BROWN

By: YASMIN BROWN  
Its: an individual, as guarantor

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

Notary Public

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

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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

EXHIBIT 1

9

BOULEVARD SL SUNSET \_\_\_\_\_ FURNITURE BOUTIQUE SL GIZMO SL  
SS550 SL SL550 SL GENESIS SL HATARI SL FUSION SL HIRJI SL BROWN SL Y. BROWN SL

256

September 2017  
CHANGE IN TERMS AGREEMENT

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

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

WITNESSETH:


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













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

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

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

CHANGE IN TERMS AGREEMENT | Page - 1 -

LENDER: TRATA 

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



Balance Due: \$1,265,724.59

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

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

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

**OPTION AGREEMENT: MARCH 17, 2017:**

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

**ADDENDUM TO NOTE 3: MARCH 21, 2017:**

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

CHANGE IN TERMS AGREEMENT | Page - 2 -

LENDER: TRATA

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

**THE DEFAULT:**

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

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

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

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

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

TOTAL DUE TRATA INC	\$1,574,605.99
---------------------	----------------

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

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

## AGREEMENT

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

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

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

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

- a. Loan Balance. The PAST DUE BALANCE shall be modified from \$1,574,605.99 (One Million Five Hundred Seventy-Four Thousand Six Hundred Five Dollars and Ninety-Nine Cents)(the "PAST DUE BALANCE") and reduced to a new principal balance due in the amount of \$1,531,564.50 (One Million Five Hundred Thirty-One Thousand Five Hundred Sixty-Four Dollars and Fifty Cents)(the "LOAN BALANCE") on the condition that all future Monthly Payments are timely paid on the Monthly Payment Due Date with valid and sufficient funds.
- b. Term. The LOAN TERM shall be modified from that stated in each of the LOAN DOCUMENTS to a term of Forty-Eight (48) months (the "TERM") commencing on September 1, 2017. *25th Q 3 8/2 YPB*
- c. Maturity Date. The maturity date of each of the LOANS shall be modified to September 1, 2021 (the "MATURITY DATE"). On the MATURITY DATE, all unpaid principal, interest, late fees, interest late fees shall become due and payable (the "BALLOON PAYMENT"). *25th 2021 Q 3 8/2 YPB*
- d. Interest Rate. The LOAN BALANCE shall accrue interest at an annual rate of thirty (30%) percent (the "INTEREST RATE") until such time that the LOAN BALANCE is paid full. Should BORROWERS DEFAULT or not timely make each of their MONTHLY PAYMENTS, then the INTEREST RATE shall automatically revert back to the original interest rate of fifty (50%) percent retroactively.
- e. Payment. The LOAN BALANCE of \$1,531,564.50 (One Million Five Hundred Thirty-One Thousand Five Hundred Sixty-Four Dollars and Fifty Cents) shall be repaid in forty-eight (48) monthly payments of interest only as follows (See Exhibit "1" attached

CHANGE IN TERMS AGREEMENT | Page - 4 -

LENDER: TRATA *Q*

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

260

hereto as "AMORTIZATION CHART"):

- 25/10/17 \$
- a. THREE (3) MONTHLY PAYMENTS of \$18,090.22. The initial MONTHLY PAYMENT shall be due on September 1<sup>st</sup>, 2017 (the "INITIAL PAYMENT") in the amount of (Eighteen Thousand Ninety Dollars and Twenty-Two Cents) and two (2) additional MONTHLY PAYMENTS of payments in the amount of \$18,090.22 due on the first (1<sup>st</sup>) day of each month thereafter;
- b. THREE (3) MONTHLY PAYMENTS of \$27,135.33. BORROWERS shall pay three (3) MONTHLY PAYMENTS of \$27,135.33 commencing on December 1, 2017 and on the first (1<sup>st</sup>) day of each month thereafter;
- c. FORTY-TWO (42) MONTHLY PAYMENTS of \$38,289.11. Thereafter, commencing on March 1, 2018, in month seven (7), BORROWERS shall make forty-two MONTHLY PAYMENTS in the amount of \$38,289.11 (Thirty-Eight Thousand Two Hundred Eighty-Nine Dollars and Eleven Cents) and due on the first (1<sup>st</sup>) day of each month thereafter (collectively the "MONTHLY PAYMENT");
- d. BALLOON PAYMENT. At the MATURITY DATE, BORROWERS shall pay all unpaid principal, interest, late fees and other charges due which is currently estimated in the amount of \$1,737,229.96.
- f. Default. If BORROWERS fail to make any INITIAL PAYMENT or MONTHLY PAYMENT by 5:00 p.m. on the Monthly Payment Due Date, then BORROWERS will be in Default (the "DEFAULT") and LENDER will be entitled to immediately file the Confession of Judgment for the full PAST DUE BALANCE, plus accrued attorneys' fees and costs, plus any future attorneys' fees and costs as set forth in the Confession of Judgment, less credit for any payments made with valid and sufficient funds. The Parties also expressly agree that upon timely repayment of the LOAN BALANCE, that the Confession of Judgment shall be immediately destroyed and no longer have any legal force and effect.
- g. Acceleration of Debt In the event that the BORROWERS DEFAULT, or breach any condition relating to any security, security agreement, note, seeks relief under the Bankruptcy Code, or suffers an involuntary petition in bankruptcy or receivership not vacated within five (5) days, or is in DEFAULT, the entire balance of this Note and any interest accrued thereon shall be immediately due and payable to the holder of this Note based upon the original PAST DUE BALANCE, plus any accrued interest, late fees, interest late fees, attorneys' fees and costs.
- h. Security / COLLATERAL. The repayment of the LOAN BALANCE shall be secured by the assets of the BORROWERS together with the granting of a security interest in all of the assets as follows:

CHANGE IN TERMS AGREEMENT | Page - 5 -

LENDER: TRATA

BORROWERS: BOULEVARD SUNSET FURNITURE BOUTIQUE GIZMO  
\$550 EL550 GENESIS HATARI FUSION HIRI BROWN Y. BROWN

261

- i. Grant of Security Interest. BORROWERS (collectively the "Debtor"), hereby grant to LENDERS ("Secured Party") a security interest in all of the Debtors' real and personal property (the "COLLATERAL") including but not limited to the following:
  - ii. COLLATERAL shall include, but is not limited to, the Debtors' tangible personal property, fixtures, leasehold improvements, trade fixtures, equipment, other personal property and anything of value, whether currently owned or acquired in the future, tangible or intangible (the "Personal Property") and all general intangibles relating to or arising from the Personal Property, all cash and non-cash proceeds (including insurance proceeds) of the Personal Property, all products thereof and all additions and accessions thereto, substitutions therefor and replacements thereof to secure payment of the obligations of Debtors to Secured Party (the "Obligations") in the payment of the Purchase Price. The Parties authorize the filing of an amendment to the existing UCC (1) and/or the filing of a new UCC (1) and any renewal statements to secure the assets and/or COLLATERAL.
- i. Secured Promissory Note. Concurrently with the execution of this Agreement and in full and final settlement, resolution and payment of the obligations and payments and amounts due or payable to LENDER by the BORROWERS, the BORROWERS shall execute and deliver to LENDER an executed original SECURED PROMISSORY NOTE in the principal sum of \$1,531,564.50 (One Million Five Hundred Thirty-One Thousand Five Hundred Sixty-Four Dollars and Fifty Cents) (which sum shall bear an annual interest rate of thirty percent (30%) for a term of forty-eight (48) months and paid as set forth in the promissory note attached hereto as Exhibit "2" (the "SECURED PROMISSORY NOTE").
- j. Confession of Judgment. As additional security for the payment of the LOAN AMOUNT and contemporaneously with the execution hereof, BORROWERS shall execute a Confession of Judgment in the amount of \$1,574,605.99 (One Million Five Hundred Seventy-Four Thousand Six Hundred Five Dollars and Ninety-Nine Cents), plus future interest through the TERM, past and future attorneys' fees and costs (less credit for all payments made pursuant to this Agreement) which may be immediately filed by LENDER in the event of a DEFAULT in payment by the BORROWERS. Exhibit "3." (the "CONFESSION OF JUDGMENT"). No notice is required to be given to BORROWERS either prior to the DEFAULT or prior to filing of the CONFESSION OF JUDGMENT.
  - i. Upon DEFAULT, the total PAST DUE BALANCE shall become due and payable (less credit for any payments), the INTEREST RATE shall revert back retroactively to the original interest rate of each LOAN

CHANGE IN TERMS AGREEMENT | Page - 6 -

LENDER: TRATA

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

262

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

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

	Year	Make.	Model	VIN	Description
1		BMW			
2		MERCEDES			Convertible

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

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

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

- b. Accelerate the entire LOAN BALANCE together with all unpaid interest; and/or
- c. Lender shall have immediate possession of all of the COLLATERAL of the Borrower as described herein. BORROWER consents to grant possession to LENDER OR LENDER'S authorized representative, and BORROWERS waive any and all defenses that may have been raised, whether in law or in equity.

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

CHANGE IN TERMS AGREEMENT | Page - 7 -

LENDER: TRATA

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

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

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

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

The APPOINTMENT shall terminate upon the satisfaction of full performance of all promises set forth herein including, full repayment of the LOAN BALANCE in this Agreement, the transfer of the VEHICLES to LENDER and the TRANSFER of the ownership interest as set forth in the OPTION AGREEMENT (unless the Option Period expires and the Option was not exercised.)

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

- a. Consents. The parties have obtained any and all necessary consents, approvals and taken all actions necessary to procure due authorization for the execution and delivery of this Agreement and that the consummation and performance of the terms and conditions contemplated by this Agreement are duly authorized.
- b. Authority to Act. The undersigned parties acknowledge that they have authority to act on behalf of their client or employer in the execution of this Agreement and that such authority to act has been acknowledged by the principal/employer.
- c. Organization, Qualification, and Corporate Power. Borrower is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization. Borrower is duly authorized to conduct business and

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

- d. Authorization of Transaction. Borrower has full power and authority to execute, deliver and perform this Agreement and the other agreements and instruments to be executed and delivered by it in connection with the transactions contemplated hereby and to perform the obligations thereunder.
- e. Enforceability. Assuming due execution and delivery of this Agreement by each Party, and subject to applicable bankruptcy, insolvency, moratorium and similar laws affecting the rights of creditors generally, this Agreement constitutes the valid and legally binding obligations of the parties and enforceable against the parties in accordance with its terms.
- f. Miscellaneous. The representations and warranties of Borrower in this Agreement do not and will not contain any untrue statement of material fact, do not and will not omit to state any material fact required to be stated in order to make the representations, warranties or statements contained herein or therein, in light of the context in which they were made, not misleading.
- g. No Conflicts. Except where such conflict, breach or DEFAULT would not have a material adverse effect on a party's ability to perform its obligations contemplated herein, neither the execution, delivery or performance of this Agreement, nor the consummation of the transactions contemplated by this Agreement will not conflict in any respect with, result in a breach of, or constitute a DEFAULT under, any court or administrative order or process, judgment, decree, statute, law, ordinance, rule or regulation or any agreement or commitment to which parties executing the same are party or are subject or bound.
- h. No Promise or Inducement. That no promise or inducement has been offered except as set forth herein, this Agreement is executed without reliance upon any statements or representations by persons or parties released or their representatives concerning the nature and extent of the damages and/or legal liability therefor.
- i. Ratification of Note. Each of the terms of the Note and other Loan Documents are hereby ratified and reaffirmed unconditionally, and shall remain in full force and effect.
- j. REPRESENTATIONS. LENDER IS RELYING UPON EACH OF THE MATERIAL REPRESENTATION THAT ARE CONTAINED WITHIN THE BORROWERS' PERSONAL FINANCIAL STATEMENT, WHICH WAS PREPARED BY BORROWERS. BORROWERS REPRESENT AND WARRANT THAT THE REPRESENTATIONS OF BORROWERS IN THIS AGREEMENT, AND THE PERSONAL FINANCIAL STATEMENT DATED AUGUST 2017,

CHANGE IN TERMS AGREEMENT | Page - 9 -

LENDER: TRATA

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

265



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

INITIALS: 3 INITIALS: \_\_\_\_\_  
 INITIALS: \_\_\_\_\_ INITIALS: \_\_\_\_\_  
 INITIALS: \_\_\_\_\_ INITIALS: \_\_\_\_\_  
 INITIALS: \_\_\_\_\_ INITIALS: \_\_\_\_\_  
 INITIALS: \_\_\_\_\_ INITIALS: \_\_\_\_\_

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

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

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

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

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

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

**If to the LENDER:**

**If to BORROWERS:**

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

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

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

*[Signatures appear on next two pages]*

CHANGE IN TERMS AGREEMENT | Page - 11 -

LENDER: TRATA

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

**LENDER:**

TRATA, INC.

By: NAVNEET N. SHARDA  
Its: President



**BORROWERS:**

BOULEVARD FURNITURE INC

By: SHAFIK BROWN  
Its: President

S550 INVESTMENTS INC.

By: SHAFIK BROWN  
Its: President

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

Notary Public

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

Notary Public

SUNSET FURNITURE

By:  
Its:

S550 INVESTMENTS

By: SHAFIK BROWN  
Its: President

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

Notary Public

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

Notary Public

FURNITURE BOUTIQUE LLC

By: SHAFIK BROWN  
Its: Managing Member

GENESIS INVESTMENTS INC

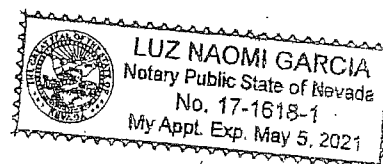
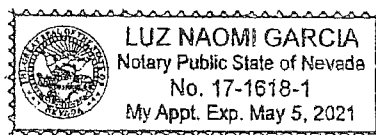
By: SHAFIK BROWN  
Its: President

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

Notary Public

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

Notary Public



CHANGE IN TERMS AGREEMENT | Page - 12 -

LENDER: TRATA

BORROWERS: BOULEVARD FURNITURE INC, SUNSET FURNITURE BOUTIQUE, S550 INVESTMENTS, GENESIS INVESTMENTS, FURNITURE BOUTIQUE LLC, HATARI, FUSION, HIRJI, BROWN, Y. BROWN

GIZMO EMPOWERED INC.

By: SHAFIK BROWN  
Its: President

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

Notary Public

HATARI RESTAURANT & SPORTS BAR LLC

By: SHAFIK BROWN  
Its: Managing Member

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

Notary Public

FUSION RESTAURANT

By: SHAFIK BROWN  
Its: President

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

Notary Public

SHAFIK BROWN

By: SHAFIK BROWN

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

Notary Public

SHAFIK HIRJI

By: SHAFIK HIRJI

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

Notary Public

YASMIN BROWN

By: YASMIN BROWN

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

Notary Public

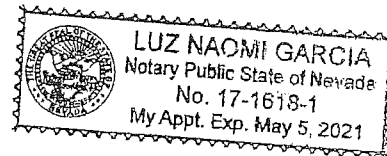
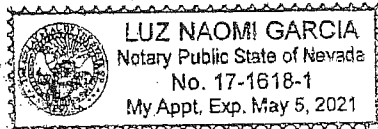


EXHIBIT 1  
AMORTIZATION CHART

CHANGE IN TERMS AGREEMENT | Page - 14 -

LENDER: TRATA

BORROWERS: BOULEVARD 4 SUNSET 4 FURNITURE BOUTIQUE 4 GIZMO 4  
S550 4 SL550 4 GENESIS 4 HATARI 4 FUSION 4 HIRJI 4 BROWN 4 Y. BROWN 4

270

# LOAN AMORTIZATION

Loan Amount \$ 1,531,564.50


Interest Rate 30%

Loan Date September 1, 2017

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

EXHIBIT 2  
SECURED PROMISSORY NOTE

CHANGE IN TERMS AGREEMENT | Page - 15 -

LENDER: TRATA 

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

Sept, 2017

SECURED PROMISSORY NOTE

Principal Amount: \$1,531,564.50

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

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

RECITALS

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

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

SECURED PROMISSORY NOTE | PAGE 1

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



Sept 1 9/1/17 YPO

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

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

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

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

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

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

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

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

SECURED PROMISSORY NOTE | PAGE 2

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

2576  
December 1, 2017 and on the first (1<sup>st</sup>) day of each month thereafter;

- c. FORTY-TWO (42) MONTHLY PAYMENTS of \$38,289.11. Thereafter, commencing on March 1, 2018, in month seven (7), BORROWERS shall make forty-two MONTHLY PAYMENTS in the amount of \$38,289.11 (Thirty-Eight Thousand Two Hundred Eighty-Nine Dollars and Eleven Cents) and due on the first (1<sup>st</sup>) day of each month thereafter (collectively the "MONTHLY PAYMENT");
- d. BALLOON PAYMENT. At the MATURITY DATE, BORROWERS shall pay all unpaid principal, interest, late fees and other charges due which is currently estimated in the amount of \$1,737,229.96.
- e. Each Monthly Payment shall be via check made payable to LENDER at LENDER'S address or to such other payee or address as directed by the LENDER.
- f. Default. If BORROWERS fail to make any MONTHLY PAYMENT or the INITIAL PAYMENT by 5:00 p.m. on the MONTHLY PAYMENT DUE DATE, then BORROWERS will be in Default (the "DEFAULT") and LENDER will be entitled to immediately file the Confession of Judgment for the full PAST DUE BALANCE, plus accrued attorneys' fees and costs, plus any future attorneys' fees and costs as set forth in the Confession of Judgment, less credit for any payments made with valid and sufficient funds. The Parties also expressly agree that upon timely repayment of the LOAN BALANCE, that the Confession of Judgment shall be immediately destroyed and no longer have any legal force and effect.

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

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

SECURED PROMISSORY NOTE | PAGE 3

BORROWERS: BOULEVARD 4 SUNSET 4 FURNITURE BOUTIQUE 4 GLZMO 4 S550 4 SL550 4 GENESIS 4  
HATARI 4 FUSION 4 HIRJI 4 BROWN 4 Y. BROWN 4

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

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

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

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

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

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

**SECURED PROMISSORY NOTE | PAGE 4**

BORROWERS: BOULEVARD 44 SUNSET 44 FURNITURE BOUTIQUE 44 GIZMO 44 SL550 44 GENESIS 44  
HATARI 44 FUSION 44 HIRJI 44 BROWN 44 Y. BROWN 44

foregoing is hereinafter collectively the "Collateral."

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

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

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

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

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

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

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

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

**SECURED PROMISSORY NOTE | PAGE 5**

BORROWERS: BOULEVARD 44 SUNSET 8 FURNITURE BOUTIQUE 42 GIZMO 102 S550 42 SL550 42 GENESIS 42  
HATARI 42 LUSION 42 ZHRJ 8 BROWN 42 Y. BROWN 42

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

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

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

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

SECURED PROMISSORY NOTE | PAGE 6

BORROWERS: BOULEVARD 44 SUNSET 44 FURNITURE BOUTIQUE 44 GIZMO 44 S558 44 SL550 44 GENESIS 44  
HATARI 44 FUSION 44 HIRJI 44 BROWN, 44 Y. BROWN 44

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

LENDER

BORROWERS

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

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

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

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

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

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

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

*[Signatures appear on next two pages]*

SECURED PROMISSORY NOTE | PAGE 7

BORROWERS: BOULEVARD 4/2 SUNSET 4/2 FURNITURE BOUTIQUE 4/2 GIZMO 4/2 S550 4/2 SL550 4/2 GENESIS 4/2  
HATARI 4/2 FUSION 4/2 THIRJ 4/2 BROWN 4/2 Y. BROWN 4/2

ACCEPTED BY:

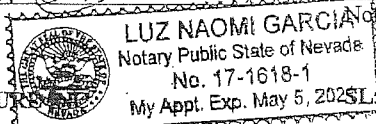
BORROWERS:

BOULEVARD FURNITURE INC

By: SHAFIK BROWN  
Its: President

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

Notary Public



SUNSET FURNITURE

By: \_\_\_\_\_  
Its: \_\_\_\_\_

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

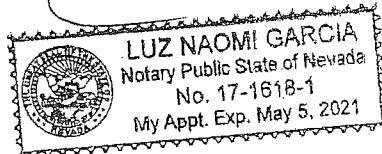
Notary Public

FURNITURE BOUTIQUE LLC

By: SHAFIK BROWN  
Its: Managing Member

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

Notary Public

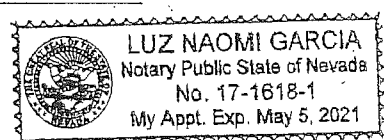


S550 INVESTMENTS INC.

By: SHAFIK BROWN  
Its: President

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

Notary Public



S550 INVESTMENTS INC

By: SHAFIK BROWN  
Its: President

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

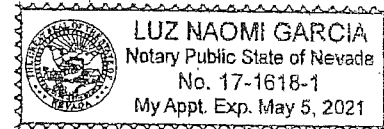
Notary Public

GENESIS INVESTMENTS INC

By: SHAFIK BROWN  
Its: President

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

Notary Public



SECURED PROMISSORY NOTE | PAGE 8

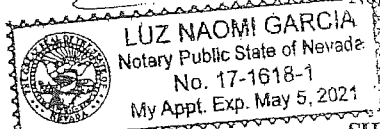
BORROWERS: BOULEVARD SL SUNSET SL FURNITURE BOUTIQUE SL GIZMO SL S550 SL SL550 SL GENESIS SL  
HATARI SL FUSION SL HIRJI SL BROWN SL Y. BROWN SL

GIZMO EMPOWERED INC.

By: SHAFIK BROWN  
Its: President

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

Notary Public

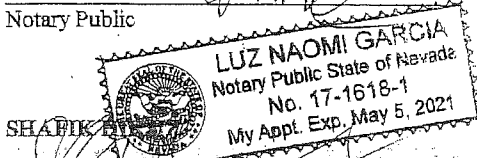


FUSION RESTAURANT INC.

By: SHAFIK BROWN  
Its: President

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

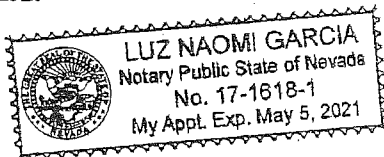
Notary Public



By: SHAFIK HIRJI

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

Notary Public

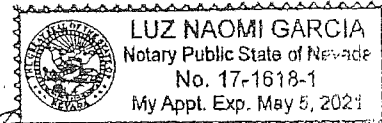


HATARI RESTAURANT & SPORTS BAR LLC

By: SHAFIK BROWN  
Its: Managing Member

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

Notary Public

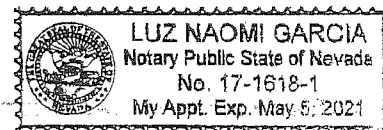


SHAFIK BROWN

By: SHAFIK BROWN

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

Notary Public

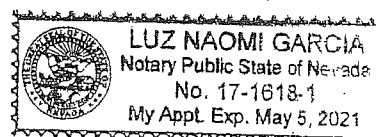


YASMIN BROWN

By: YASMIN BROWN

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

Notary Public



SECURED PROMISSORY NOTE | PAGE 9

BORROWERS: BOULEVARD 42 SUNSET 42 FURNITURE BOUTIQUE 42 GIZMO 42 S550 42 SL550 42 GENESIS 42  
HATARI 42 FUSION 42 HIRJI 42 BROWN, 42 Y. BROWN 42



# **EXHIBIT “19”**

August 29, 2017 Email with attachments

## Office

---

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

Begin forwarded message:

**From:** Nav Sharda <nnsharda@yahoo.com>  
**Date:** August 29, 2017 at 8:43:45 AM PDT  
**To:** Shafik <amerizan@aol.com>, Bryan Naddafi <bryan@olympialawpc.com>  
**Cc:** Nav Sharda <nnsharda@yahoo.com>  
**Subject:** Extension of Notes and Notice of Default  
**Reply-To:** Nav Sharda <nnsharda@yahoo.com>

Shafik, here is the NOTICE OF DEFAULT that the attorney wants me to send to you.

Also, here is one set of change in terms of the loans that we discussed -- the Trata is exactly the same, the exact numbers were calculated out of the terms of the loans and the existing agreements. Then, 50% of the penalty amounts were written off to arrive at the final payment amount.

I want to stress that there is no prepayment penalty, thus anytime that you secure more favorable financing you can retire these loans.

I suspect that after another year of operations you could get a business line with much better terms.

Let me know when you can meet to discuss and sign. I will be with patients until around 3:30.

Nav

"To:

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

Re: Notice of Default of the following loans (collectively the "Loans"):

Lender: Cancer Care Foundation, Inc.

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

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

Lender: Trata, Inc.

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

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

ADDENDUM : MARCH 21, 2017:

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

Please guide yourselves accordingly."

# SUMMARY OF BALANCES

## 

### NOTE 1

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

### NOTE 2

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

TOTAL DUE CCFI	\$ 705,588.50
----------------	---------------

## 

### NOTE 1

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

### NOTE 2

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

TOTAL DUE TRATA INC	\$ 1,574,605.99
---------------------	-----------------

TOTAL DUE ALL LOANS	\$ 2,280,194.48
---------------------	-----------------

## 

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

DISCOUNT 50% LATE FEES/INTEREST	
---------------------------------	--

## CHANGE IN TERMS AGREEMENT

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

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

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

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

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

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

<b>Lender:</b>	CCFI
<b>Loan Amount:</b>	\$200,000.00
<b>Term:</b>	Thirteen (13) months
<b>Annual Interest Rate:</b>	Fifty (50%) percent
<b>Maturity Date:</b>	December 21, 2017

Balance Due: \$422,826.74

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

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

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

**CONFESSIONS OF JUDGMENT:**

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

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

**THE DEFAULT:**

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

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

costs. In addition, the LOANS have accelerated and the entire balance due has become immediately due and payable;

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

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

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

TOTAL DUE CCFI	\$705,588.50
----------------	--------------

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

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

### AGREEMENT

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

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

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

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

- a. Loan Balance. The PAST DUE BALANCE shall be modified from \$705,588.50 (Seven Hundred Five Thousand Five Hundred Eighty-Eight Dollars and Fifty Cents)(the "PAST DUE BALANCE") and reduced to a new principal balance due in the amount of \$585,000.00 (Five Hundred Eighty-Five Thousand Dollars) (the "LOAN BALANCE") on the condition that all future Monthly Payments are timely paid on the Monthly Payment Due Date with valid and sufficient funds.
- b. Term. The LOAN TERM shall be modified from that stated in each of the LOAN DOCUMENTS to a term of Forty-Eight (48) months (the "TERM") commencing on September 1, 2017.
- c. Maturity Date. The maturity date of each of the LOANS shall be modified to August 1, 2021 (the "MATURITY DATE"). On the MATURITY DATE, all unpaid principal, interest, late fees, interest late fees shall become due and payable.
- d. Interest Rate. The LOAN BALANCE shall accrue interest at an annual rate of thirty (30%) percent (the "INTEREST RATE") until such time that the LOAN BALANCE is paid full. Should BORROWERS DEFAULT or not timely make each of their MONTHLY PAYMENTS, then the INTEREST RATE shall automatically revert back to the original interest rate of fifty (50%) percent retroactively.
- e. Payment. The LOAN BALANCE of \$585,000.00 (Five Hundred Eighty-Five Thousand Dollars) shall be repaid in forty-eight (48) monthly payments of interest only in the amount of \$14,625.00 (Fourteen Thousand Six Hundred Twenty-Five Dollars) each via certified funds (the "MONTHLY PAYMENT") on the 1<sup>st</sup> day of each month (the "MONTHLY PAYMENT DUE DATE"). The initial MONTHLY PAYMENT shall be due on September 1<sup>st</sup>, 2017 (the "INITIAL PAYMENT"). Each Monthly Payment shall be via certified check made payable to LENDER at LENDER'S address or to such other payee or address as directed by the LENDER.
- f. Default. If BORROWERS fail to make any INITIAL PAYMENT or MONTHLY PAYMENT by 5:00 p.m. on the Monthly Payment Due Date, then BORROWERS will be in Default (the "DEFAULT") and LENDER will be entitled to immediately file the Confession of Judgment for the full PAST DUE BALANCE, plus accrued attorneys' fees and costs, plus any future attorneys' fees and costs as set forth in the Confession of Judgment, less credit for any payments made with valid and sufficient funds. The Parties also expressly agree that upon timely repayment of the LOAN BALANCE, that the Confession of Judgment shall be immediately destroyed and no longer have any legal force and effect.

CHANGE IN TERMS AGREEMENT | Page - 4 -

LENDER: CCFI \_\_\_\_\_

BORROWERS: BOULEVARD \_\_\_\_\_ SUNSET \_\_\_\_\_ FURNITURE BOUTIQUE \_\_\_\_\_ GIZMO \_\_\_\_\_  
\$550 \_\_\_\_\_ \$1,550 \_\_\_\_\_ GENESIS \_\_\_\_\_ HATARI \_\_\_\_\_ FUSION \_\_\_\_\_ HIRJI \_\_\_\_\_ BROWN, \_\_\_\_\_ Y. BROWN \_\_\_\_\_



- g. Acceleration of Debt In the event that the BORROWERS DEFAULT, or breach any condition relating to any security, security agreement, note, seeks relief under the Bankruptcy Code, or suffers an involuntary petition in bankruptcy or receivership not vacated within five (5) days, or is in DEFAULT, the entire balance of this Note and any interest accrued thereon shall be immediately due and payable to the holder of this Note based upon the original PAST DUE BALANCE, plus any accrued interest, late fees, interest late fees, attorneys' fees and costs.
- h. Security / COLLATERAL. The repayment of the LOAN BALANCE shall be secured by the assets of the BORROWERS together with the granting of a security interest in all of the assets as follows:
- i. Grant of Security Interest. BORROWERS (collectively the "Debtor"), hereby grant to LENDERS ("Secured Party") a security interest in all of the Debtors' real and personal property (the "COLLATERAL") including but not limited to the following:
    - ii. COLLATERAL shall include, but is not limited to, the Debtors' tangible personal property, fixtures, leasehold improvements, trade fixtures, equipment, other personal property and anything of value, whether currently owned or acquired in the future, tangible or intangible (the "Personal Property") and all general intangibles relating to or arising from the Personal Property, all cash and non-cash proceeds (including insurance proceeds) of the Personal Property, all products thereof and all additions and accessions thereto, substitutions therefor and replacements thereof to secure payment of the obligations of Debtors to Secured Party (the "Obligations") in the payment of the Purchase Price. The Parties authorize the filing of an amendment to the existing UCC (1) and/or the filing of a new UCC (1) and any renewal statements to secure the assets and/or COLLATERAL.
  - i. Secured Promissory Note. Concurrently with the execution of this Agreement and in full and final settlement, resolution and payment of the obligations and payments and amounts due or payable to LENDER by the BORROWERS, the BORROWERS shall execute and deliver to LENDER an executed original SECURED PROMISSORY NOTE in the principal sum of \$585,000.00 (Five Hundred Eighty Five Thousand Dollars) (which sum shall bear an annual interest rate of thirty percent (30%) for a term of forty-eight (48) months and paid as set forth in the promissory note attached hereto as Exhibit "I" (the "SECURED PROMISSORY NOTE").
  - j. Confession of Judgment. As additional security for the payment of the LOAN

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

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

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

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

- b. Accelerate the entire LOAN BALANCE together with all unpaid interest; and/or
- c. Lender shall have immediate possession of all of the COLLATERAL of the Borrower as described herein. BORROWER consents to grant possession to LENDER OR LENDER'S authorized representative, and BORROWERS waive any and all defenses that may have been raised, whether in law or in equity.

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

- a. Consents. The parties have obtained any and all necessary consents, approvals and taken all actions necessary to procure due authorization for the execution and delivery of this Agreement and that the consummation and performance of the terms and conditions contemplated by this Agreement are duly authorized.
- b. Authority to Act. The undersigned parties acknowledge that they have authority to act on behalf of their client or employer in the execution of this Agreement and that such authority to act has been acknowledged by the principal/employer.

- c. Organization, Qualification, and Corporate Power. Borrower is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization. Borrower is duly authorized to conduct business and is in good standing under the laws of each jurisdiction in which the nature of its businesses or the ownership or leasing of its properties requires such qualification. Borrower has full corporate power and authority to carry on the businesses in which it is engaged and to own and use the properties owned and used by it.
- d. Authorization of Transaction. Borrower has full power and authority to execute, deliver and perform this Agreement and the other agreements and instruments to be executed and delivered by it in connection with the transactions contemplated hereby and to perform the obligations thereunder.
- e. Enforceability. Assuming due execution and delivery of this Agreement by each Party, and subject to applicable bankruptcy, insolvency, moratorium and similar laws affecting the rights of creditors generally, this Agreement constitutes the valid and legally binding obligations of the parties and enforceable against the parties in accordance with its terms.
- f. Miscellaneous. The representations and warranties of Borrower in this Agreement do not and will not contain any untrue statement of material fact, do not and will not omit to state any material fact required to be stated in order to make the representations, warranties or statements contained herein or therein, in light of the context in which they were made, not misleading.
- g. No Conflicts. Except where such conflict, breach or DEFAULT would not have a material adverse effect on a party's ability to perform its obligations contemplated herein, neither the execution, delivery or performance of this Agreement, nor the consummation of the transactions contemplated by this Agreement will not conflict in any respect with, result in a breach of, or constitute a DEFAULT under, any court or administrative order or process, judgment, decree, statute, law, ordinance, rule or regulation or any agreement or commitment to which parties executing the same are party or are subject or bound.
- h. No Promise or Inducement. That no promise or inducement has been offered except as set forth herein, this Agreement is executed without reliance upon any statements or representations by persons or parties released or their representatives concerning the nature and extent of the damages and/or legal liability therefor.
- i. Ratification of Note. Each of the terms of the Note and other Loan Documents are hereby ratified and reaffirmed unconditionally, and shall remain in full force and effect.

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

INITIALS: \_\_\_\_\_

INITIALS: \_\_\_\_\_

INITIALS: \_\_\_\_\_

INITIALS: \_\_\_\_\_

INITIALS: \_\_\_\_\_

INITIALS: \_\_\_\_\_

INITIALS: \_\_\_\_\_

INITIALS: \_\_\_\_\_

INITIALS: \_\_\_\_\_

INITIALS: \_\_\_\_\_

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

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

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

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

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

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

If to the LENDER:

If to BORROWERS:

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

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

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

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

*[Signatures appear on next two pages]*

**LENDER:**

**CANCER CARE FOUNDATION, INC.**

By: NAVNEET N. SHARDA  
Its: President

**BORROWERS:**

**BOULEVARD FURNITURE INC**

By: SHAFIK BROWN  
Its: President

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

Notary Public

**S550 INVESTMENTS INC.**

By: SHAFIK BROWN  
Its: President

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

Notary Public

**SUNSET FURNITURE INC**

By: GARY HOPKINS  
Its: President

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

Notary Public

**SL550 INVESTMENTS INC**

By: SHAFIK BROWN  
Its: President

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

Notary Public

**FURNITURE BOTIQUE LLC**

By: SHAFIK BROWN  
Its: Managing Member

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

Notary Public

**GENESIS INVESTMENTS INC**

By: SHAFIK BROWN  
Its: President

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

Notary Public

GIZMO EMPOWERED INC.

By: SHAFIK BROWN  
Its: President

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

Notary Public

HATARI RESTAURANT & SPORTS BAR LLC

By: SHAFIK BROWN  
Its: Managing Member

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

Notary Public

FUSION RESTAURANT INC

By: SHAFIK BROWN  
Its: President

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

Notary Public

SHAFIK BROWN

By: SHAFIK BROWN

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

Notary Public

SHAFIK HIRJI

By: SHAFIK HIRJI

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

Notary Public

YASMIN BROWN

By: YASMIN BROWN

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

Notary Public



EXHIBIT 1  
SECURED PROMISSORY NOTE

CHANGE IN TERMS AGREEMENT | Page - 13 -

LENDER: CCFI \_\_\_\_\_

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

**EXHIBIT 2**  
**CONFESSION OF JUDGMENT**

CHANGE IN TERMS AGREEMENT | Page - 14 -

LENDER: CCFI \_\_\_\_\_

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

## SECURED PROMISSORY NOTE

**Principal Amount: \$585,000.00**

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

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

### RECITALS

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

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

#### SECURED PROMISSORY NOTE | PAGE 1

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

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

- a. Loan Balance. The PAST DUE BALANCE shall be modified from \$707,588.50 (Seven Hundred Five Thousand Five Hundred Eighty-Eight Dollars and Fifty Cents)(the "PAST DUE BALANCE") and reduced to a new principal balance due in the amount of \$585,000.00 (Five Hundred Eighty-Five Thousand Dollars) (the "LOAN BALANCE") on the condition that all future Monthly Payments are timely paid on the Monthly Payment Due Date with valid and sufficient funds.
- b. Term. The LOAN TERM shall be modified from that stated in each of the LOAN DOCUMENTS to a term of Forty-Eight (48) months (the "TERM") commencing on September 1, 2017.
- c. Maturity Date. The maturity date of each of the LOANS shall be modified to August 1, 2021 (the "MATURITY DATE"). On the MATURITY DATE, all unpaid principal, interest, late fees, interest late fees shall become due and payable.
- d. Interest Rate. The LOAN BALANCE shall accrue interest at an annual rate of thirty (30%) percent (the "INTEREST RATE") until such time that the LOAN BALANCE is paid full. Should BORROWERS DEFAULT or not timely make each of their MONTHLY PAYMENTS, then the INTEREST RATE shall automatically revert back to the original interest rate of fifty (50%) percent retroactively.
- e. Payment. The LOAN BALANCE of \$585,000.00 (Five Hundred Eighty-Five Thousand Dollars) shall be repaid in forty-eight (48) monthly payments of interest only in the amount of \$14,625.00 (Fourteen Thousand Six Hundred Twenty-Five Dollars) each via certified funds (the "MONTHLY PAYMENT") on the 1<sup>st</sup> of each month (the "MONTHLY PAYMENT DUE DATE"). The initial MONTHLY PAYMENT shall be due on September 1, 2017 (the "INITIAL PAYMENT").
  - a. Payments will be applied to finance charges first, then to unpaid principal, then to late charges and any other charges incurred pursuant to this Note. The annual Interest Rate is calculated based upon a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding.
  - b. Each Monthly Payment shall be via check made payable to LENDER at LENDER'S address or to such other payee or address as directed by the LENDER.

SECURED PROMISSORY NOTE | PAGE 2

BORROWERS: BOULEVARD \_\_\_ SUNSET \_\_\_ FURNITURE BOUTIQUE \_\_\_ GIZMO \_\_\_ \$550 \_\_\_ SL550 \_\_\_ GENESIS \_\_\_  
HATARI \_\_\_ FUSION \_\_\_ HIRJI \_\_\_ BROWN, \_\_\_ Y. BROWN \_\_\_

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

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

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

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

(c) All accounts, chattel paper, instruments, documents and all other forms of obligations at any time owing to the BORROWERS, including those now existing and those hereafter arising or coming into existence, and including, without limitation, all rights of payment for goods sold or leased or services rendered, all rights of payment under contracts whether or not currently due or not yet earned by performance and accounts receivable arising or to arise therefrom, and all rights of the BORROWERS in and to the goods represented thereby including returned and repossessed goods, and all rights the BORROWERS may have or acquire for securing or enforcing

**SECURED PROMISSORY NOTE | PAGE 3**

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

the foregoing, including, without limitation, all guaranties, collateral, liens on or security interest in real or personal property, leases, letters of credit, the rights to reserves, deposits, choses in action, judgments or insurance proceeds together with all customer lists, books and records, ledger and account cards, computer tapes, computer software, disks, printouts and data processing records, now existing or hereafter created, and all other property evidencing or relating to Collateral (herein, collectively "Accounts"), and all products and proceeds of all of the foregoing;

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

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

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

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

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

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

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

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

**SECURED PROMISSORY NOTE | PAGE 4**

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

subsequently acquired Collateral, will constitute, a valid and perfected first and prior security interest, superior to the rights of any other person, in and to the Collateral.

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

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

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

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

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

SECURED PROMISSORY NOTE | PAGE 5

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

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

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

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

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

**LENDER**

**BORROWERS**

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

**SECURED PROMISSORY NOTE | PAGE 6**

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



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

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

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

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

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

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

*[Signatures appear on next two pages]*

SECURED PROMISSORY NOTE | PAGE 7

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

**ACCEPTED BY:**

**BORROWERS:**

**BOULEVARD FURNITURE INC**

By: SHAFIK BROWN  
Its: President

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

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

**S550 INVESTMENTS INC.**

By: SHAFIK BROWN  
Its: President

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

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

**SUNSET FURNITURE INC**

By: GARY HOPKINS  
Its: President

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

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

**SL550 INVESTMENTS INC**

By: SHAFIK BROWN  
Its: President

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

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

**FURNITURE BOTIQUE LLC**

By: SHAFIK BROWN  
Its: Managing Member

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

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

**GENESIS INVESTMENTS INC**

By: SHAFIK BROWN  
Its: President

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

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

**GIZMO EMPOWERED INC.**

By: SHAFIK BROWN  
Its: President

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

**HATARI RESTAURANT & SPORTS BAR LLC**

By: SHAFIK BROWN  
Its: Managing Member

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

**SECURED PROMISSORY NOTE | PAGE 8**

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

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

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

**FUSION RESTAURANT INC**

**SHAFIK BROWN**

\_\_\_\_\_  
By: SHAFIK BROWN  
Its: President

\_\_\_\_\_  
By: SHAFIK BROWN

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

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

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

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

**SHAFIK HIRJI**

**YASMIN BROWN**

\_\_\_\_\_  
By: SHAFIK HIRJI

\_\_\_\_\_  
By: YASMIN BROWN

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

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

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

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

**SECURED PROMISSORY NOTE | PAGE 9**

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

1 COJ

2 EIGHTH JUDICIAL DISTRICT COURT

3 CLARK COUNTY, NEVADA

4  
5 CANCER CARE FOUNDATION, INC. a  
6 Nevada non-profit corporation,

7 Plaintiff,

8 vs.

9 BOULEVARD FURNITURE INC, a Nevada  
10 corporation; SUNSET FURNITURE INC, a  
11 Nevada corporation; FURNITURE BOUTIQUE  
12 LLC, a Nevada limited liability company;  
13 GIZMO EMPOWERED INC., a Nevada  
14 corporation; S550 INVESTMENTS INC., a  
15 Nevada corporation; SL550 INVESTMENTS  
16 INC, a Nevada corporation; GENESIS  
17 INVESTMENTS INC, a Nevada corporation;  
18 HATARI RESTAURANT & SPORTS BAR  
19 LLC, a Nevada limited liability company;  
20 FUSION RESTAURANT INC, a Nevada  
21 corporation; SHAFIK HIRJI, an individual;  
22 SHAFIK BROWN, an individual; YASMIN  
23 BROWN, an individual; and DOES I through X  
24 and ROE COMPANIES I through XX

25 Defendants.

) Case No.:

) Dept. No.:

) **CONFESSION OF JUDGMENT**

26 CONFESSION OF JUDGMENT

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

1

BOULEVARD \_\_\_\_ SUNSET \_\_\_\_ FURNITURE BOUTIQUE \_\_\_\_ GIZMO \_\_\_\_

S550 \_\_\_\_ SL550 \_\_\_\_ GENESIS \_\_\_\_ HATARI \_\_\_\_ FUSION \_\_\_\_ HIRJI \_\_\_\_ BROWN, \_\_\_\_ Y. BROWN **308**

1 in the above-entitled matter (hereinafter collectively "DEFENDANTS"), hereby Confess  
2 Judgment in the above-entitled matter in favor of Plaintiff, CANCER CARE FOUNDATION,  
3 INC., a Nevada non-profit corporation in the sum of \$1,213,088.50 (One Million Two Hundred  
4 Thirteen Thousand Eighty-Eight Dollars and Fifty Cents) and authorize entry of Judgment against  
5 DEFENDANTS, jointly and severally, in that sum, (less credit for any payments received by  
6 CANCER CARE FOUNDATION, INC. pursuant to the Change in Terms Agreement) which is  
7 further discussed below. This Confession of Judgment arises out of the following factual  
8 situation:

9  
10 **I. SUMMARY OF FACTS.**

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

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

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

24 4. On August 27, 2017, the parties entered into a CHANGE IN TERMS  
25 AGREEMENT, whereby DEFENDANTS and PLAINTIFF agreed to modify the payment terms  
26 of each of the LOANS, extend the Maturity Date, adjust the interest rates and amend the  
27  
28

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

## 3 4 II. REPAYMENT TERMS.

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

- 8 a. Term. The LOAN TERM shall be modified from that stated in each of the LOAN  
9 DOCUMENTS to a term of Forty-Eight (48) months (the "TERM") commencing on  
10 September 1, 2017.
- 11 b. Maturity Date. The maturity date of each of the LOANS shall be modified to August  
12 1, 2021 (the "MATURITY DATE"). On the MATURITY DATE, all unpaid principal,  
13 interest, late fees, interest late fees shall become due and payable.
- 14 c. Interest Rate. The LOAN BALANCE shall accrue interest at an annual rate of thirty  
15 (30%) percent (the "INTEREST RATE") until such time that the LOAN BALANCE is  
16 paid full. Should BORROWERS DEFAULT or not timely make each of their  
17 MONTHLY PAYMENTS, then the INTEREST RATE shall automatically revert back  
18 to the original interest rate of fifty (50%) percent retroactively.
- 19 d. Payment. The LOAN BALANCE of \$585,000.00 (Five Hundred Eighty-Five  
20 Thousand Dollars) shall be repaid in forty-eight (48) monthly payments of interest only  
21 in the amount of \$14,625.00 (Fourteen Thousand Six Hundred Twenty-Five Dollars)  
22 each via certified funds (the "MONTHLY PAYMENT") on the 1<sup>st</sup> of each month (the  
23 "MONTHLY PAYMENT DUE DATE"). The initial MONTHLY PAYMENT shall be  
24 due on September 1, 2017 (the "INITIAL PAYMENT").
- 25 e. Default. If BORROWERS fail to make any INITIAL PAYMENT or MONTHLY  
26 PAYMENT by 5:00 p.m. on the Monthly Payment Due Date, then BORROWERS will  
27 be in Default (the "DEFAULT") and LENDER will be entitled to immediately file the  
28 Confession of Judgment for the full PAST DUE BALANCE, plus accrued attorneys'  
fees and costs, plus any future attorneys' fees and costs as set forth in the Confession of  
Judgment, less credit for any payments made with valid and sufficient funds.

1                   **III. ENTRY OF JUDGMENT**

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

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

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

20           8.       Should DEFAULT occur, this confession of judgment shall be immediately filed  
21 and entered in the Eighth Judicial District Court of Clark County Nevada, in favor of Plaintiff,  
22 CANCER CARE FOUNDATION, INC. and against the Defendants, BOULEVARD  
23 FURNITURE INC, SUNSET FURNITURE INC, FURNITURE BOUTIQUE LLC, GIZMO  
24 EMPOWERED INC., S550 INVESTMENTS INC., SL550 INVESTMENTS INC, GENESIS  
25 INVESTMENTS INC, HATARI RESTAURANT & SPORTS BAR LLC, FUSION  
26 RESTAURANT INC, SHAFIK HIRJI, SHAFIK BROWN, and YASMIN BROWN, jointly and  
27 severally, as follows:  
28

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

7 VERIFICATION

8 We have read the foregoing Confession of Judgment Statement and know the contents  
9 thereof. The matters stated herein are true of our own knowledge, except as to matters stated  
10 therein on information and belief, and as to those matters, we believe them to be true. All of the  
11 above-stated facts are within our personal knowledge and if called as a witness we could and  
12 would testify competently thereto. We authorize the entry of Judgment in the amount of  
13 \$1,213,088.50, jointly and severally against the DEFENDANTS. The judgment amount is justly  
14 due based upon our Change in Terms Agreement (Exhibit 1). The judgment amount does not  
15 exceed the amounts we have expressly agreed to in the Change in Terms Agreement.

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

19  
20 *IN WITNESS WHEREOF*, the parties hereto have caused this Confession of Judgment to  
21 be executed by their duly authorized representatives as of the date set forth herein.

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

24 DATED: this \_\_\_\_ day of August, 2017.

25  
26  
27 [SIGNATURES CONTINUED ON PAGES 6-7]  
28



1 **BOULEVARD FURNITURE INC**

**S550 INVESTMENTS INC.**

2  
3 By: SHAFIK BROWN  
Its: President

By: SHAFIK BROWN  
Its: President

4 SUBSCRIBED AND SWORN to before me  
5 on this \_\_\_\_\_ Day of August 2017.

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

6 Notary Public

Notary Public

8 **SUNSET FURNITURE INC**

**SL550 INVESTMENTS INC**

9  
10 By: GARY HOPKINS  
Its: President

By: SHAFIK BROWN  
Its: President

11 SUBSCRIBED AND SWORN to before me  
12 on this \_\_\_\_\_ Day of August 2017.

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

13 Notary Public

Notary Public

15 **FURNITURE BOUTIQUE LLC**

**GENESIS INVESTMENTS INC**

16  
17 By: SHAFIK BROWN  
Its: Managing Member

By: SHAFIK BROWN  
Its: President

18 SUBSCRIBED AND SWORN to before me  
19 on this \_\_\_\_\_ Day of August 2017.

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

20 Notary Public

Notary Public

22 **GIZMO EMPOWERED INC.**

**HATARI RESTAURANT & SPORTS BAR LLC**

23  
24 By: SHAFIK BROWN  
Its: President

By: SHAFIK BROWN  
Its: Managing Member

25 SUBSCRIBED AND SWORN to before me  
26 on this \_\_\_\_\_ Day of August 2017.

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

27 Notary Public

Notary Public

1 FUSION RESTAURANT INC

SHAFIK BROWN

2  
3 By: SHAFIK BROWN  
Its: President

By: SHAFIK BROWN  
Its: an individual, as guarantor

4 SUBSCRIBED AND SWORN to before me  
5 on this \_\_\_\_\_ Day of August 2017.

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

6 Notary Public

Notary Public

8 SHAFIK HIRJI

YASMIN BROWN

10 By: SHAFIK HIRJI  
11 Its: an individual, as guarantor

By: YASMIN BROWN  
Its: an individual, as guarantor

12 SUBSCRIBED AND SWORN to before me  
13 on this \_\_\_\_\_ Day of August 2017.

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

14 Notary Public

Notary Public

# **EXHIBIT “20”**

Affidavit of Shafik Hirji dated November 30,  
2017

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

[illegible]

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

1. I am a Defendant in this matter and I make this Affidavit based upon my personal knowledge and in support of the Motion to Vacate the Judgment Entered on November 1, 2017 pursuant to NRCP 60(b), and am competent to testify as to the matters set forth herein.
2. I am from Tanzania, which is in East Africa. I was thirteen years old when I moved to the United States in 1971. I struggled in school because English was my second language. I ultimately dropped out of High School in New York at the beginning of my junior year. In 2002, I moved to Nevada.
3. Around September 2016, I met Steven Barket at the Mercedes dealer. My son, Shafik Brown (hereafter "Brown"), owns Boulevard Furniture Inc., which does business as Furniture Fashions and is a chain of furniture stores with three locations in Las Vegas. I operate Furniture Fashions. After our initial meeting, Barket purchased a sofa and other furniture from Furniture Fashions. We quickly became close friends.
4. We met often on a casual basis to discuss our business operations over coffee or lunch. Barket told me he owned and/or operated various lucrative business ventures. Barket told me he was most passionate about his internet marketing business. In or around September/October 2016, Barket told me that he finished a job for Sheldon Adelson, the owner of the Venetian Hotel & Casino, and was paid two hundred fifty thousand (\$250,000.00) dollars; and worked with many other reputable businessmen on Wall Street, Washington D.C., and Florida. Barket claimed that he received stock, which is now worth millions of dollars and wanted to make investments with it. Around September 2016, Barket told me that he had a net worth of approximately eighteen million (\$18,000,000.00) dollars.
5. In October 2016, Barket asked me if Brown and I could use extra money, explaining that he had money he wanted to invest with Brown and Furniture Fashions. I believed that we could use the extra money and I told him I would to Brown.

///

- 1 6. I trusted Barket based on our friendship and Barket's representations that he owned and/or  
2 operated various lucrative business ventures. Between November 7, 2016 and January 20,  
3 2017 Barket coordinated with me to make a series of "investments" with Brown, Furniture  
4 Fashions, and other entities owned by Brown, which needed to be structured as loans from  
5 my businesses and partner(s) for tax purposes.
- 6 7. The Confession of Judgment, which were entered in this action on November 1, 2017 is  
7 derived from two of the "investments"/loans that Barket orchestrated, which are in issue in  
8 Case No. A-17-756274-C. There is another Confession of Judgment, which was entered in  
9 another related matter by Trata, Inc., on November 1, 2017 in Case No. A-17-763995-C, for  
10 two additional "investments"/loans that were orchestrated by Barket and are in issue in Case  
11 No. A-17-756274-C.
- 12 8. In September 2016, Barket told me he wanted to invest two hundred thousand (\$200,000.00)  
13 dollars, which would need to be structured as a loan from one of his businesses through his  
14 partner for tax purposes. Barket told me that for tax reasons the loan repayment would need  
15 to be structured with an interest rate of fifty (50%) percent for twelve (12) months. Brown and  
16 I agreed.
- 17 9. Barket told Brown and I to go to Law Office of Cohen-Johnson, LLC, on November 7, 2016,  
18 to execute a secured promissory note and security agreement on behalf of Boulevard Furniture  
19 Inc. for a loan from one of his businesses and to receive a check for two hundred thousand  
20 (\$200,000.00) dollars. Brown and I went to the law office and executed a confession of  
21 judgment, secured promissory note and security agreement for a loan from Cancer Care  
22 Foundation, Inc. (hereafter "CCFI").
- 23 10. In December 2016, Barket informed Brown and I that he wanted to make another  
24 "investment"/loan. I asked Barket if he wanted to invest three hundred thousand  
25 (\$300,000.00) dollars and Barket said yes. Barket reiterated that for tax reasons, the three  
26 hundred thousand (\$300,000.00) dollar investment would have to be characterized as a loan  
27 and would have to go through one of his business and be handled by one of his partners.
- 28 11. I informed Barket that the loan/investment would have to be structured as a four (4) year loan  
with an interest rate of ten (10%) percent. Barket agreed. Shortly before Brown and I were to  
execute the confession of judgment, secured promissory note and security agreement for the  
loan, Barket informed me that he had one hundred thousand (\$100,000.00) dollars available

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

3 12. Barket told Brown and I to go to the Law Office of Cohen-Johnson, LLC, on December 20,  
4 2016 to execute a secured promissory note and security agreement on behalf of Boulevard  
5 Furniture Inc. for a loan from one of his businesses and to receive a check for one hundred  
6 thousand (\$100,000.00) dollars. Brown and I went to the law office and executed a confession  
7 of judgment, secured promissory note and security agreement for a loan from CCFI.

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

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

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

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

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

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

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

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

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

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

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

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

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

1 with Brown and Yasmin to execute the Agreements.

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

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

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

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

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

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

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

26 ////

27 ////

28 ////

////

////

////



1 32. I received a call from Kay Sorrels, who identified herself as an agent of BAM. Ms. Sorrels  
2 said she would stop by the furniture store at 3500 S. Maryland Pkwy., Ste 171 on November  
3 1, 2017 to pickup the payments. On November 1, 2017, Ms. Sorrels did not go to the furniture  
4 store. On November 2, 2017, I sent the payments to BAM with correspondence informing  
5 BAM that Ms. Sorrels did not go to the store on November 1, 2017. On November 2, 2017,  
6 I called Ms. Sorrels to ask why she did not go to the store on November 1, 2017 and she told  
7 me that the matter had been assigned to legal counsel. I did not receive any response from  
8 BAM. Later, I learned that CCFI and Trata filed Confessions of Judgments in this case and  
Case No. A-17-763995-C on November 1, 2017.

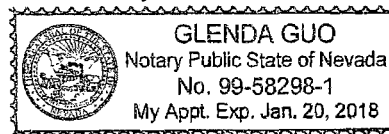
9 33. Sharda has continued to reach out to me. Sharda continues to reiterate that the  
10 "investments"/loans from CCFI and Trata were assigned to BAM and all actions are being  
11 taken by and on behalf of BAM, not CCFI and Trata.  
12

13 FURTHER YOUR AFFIANT SAYETH NAUGHT.

14  
15  
16 SHAFIK HIRJI

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

19  
20 Glenda Guo  
21 NOTARY PUBLIC in and for said  
22 COUNTY and STATE  
23  
24  
25  
26  
27  
28



**EXHIBIT “21”**  
Cancer Care and Trata Assignments

Recording Requested By:

When Recorded Return To:

**ASSIGNMENT OF SECURED PROMISSORY NOTE**

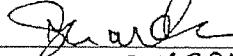
THIS ASSIGNMENT (herein "ASSIGNMENT") is made and entered into as of this 13<sup>th</sup> day of October 2017 (the "Effective Date") by and between Cancer Care Foundation, Inc. a Nevada non-profit corporation (hereafter referred to as "LENDER" or "ASSIGNOR") and Brooklyn Asset Management LLC a Nevada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

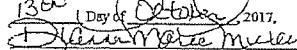
LENDER is the holder of a SECURED PROMISSORY NOTE dated September 1, 2017, in the face amount of \$585,000.00, due and payable by BORROWERS: Boulevard Furniture, Inc., a Nevada corporation ("BOULEVARD INC.") with a principal place of business located at 3500 So. Maryland Parkway, Suite 171, Las Vegas,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


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

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

CANCER CARE FOUNDATION, INC.

By:   
Its: NAV SHARDA  
President/Chairman

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

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

Recording Requested By:

When Recorded Return To:

**ASSIGNMENT OF SECURED PROMISSORY NOTE**

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

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

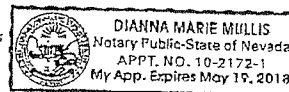
For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR hereby transfers and assigns the SECURED PROMISSORY NOTE DATED September 1, 2017 to ASSIGNEE as of October 13, 2017 such assignment is made WITHOUT RECOURSE, REPRESENTATIONS OR WARRANTIES, EXPRESS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

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

TRATA, INC.

By: NAV SHARDA  
Its: President

SUBSCRIBED AND SWORN to before me on this  
13<sup>th</sup> Day of October, 2017,  
Dianna Marie Mullis  
Notary Public



# **EXHIBIT “22”**

October 17, 2017 Correspondence re: transfer

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

October 17, 2017

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

**IMPORTANT NOTICE REGARDING YOUR LOAN WITH  
TRATA, INC.**

Dear Client:

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

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

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

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

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

Thank You for your patronage and cooperation.

Sincerely,

TRATA, INC.

**BROOKLYN ASSET MANAGEMENT, LLC**

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

October 17, 2017

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

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

**IMPORTANT NOTICE REGARDING YOUR LOAN WITH  
TRATA, INC.**

Dear Customer:

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

**PAYMENTS**

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

October 17, 2017  
Page 2

Brooklyn Asset Management, LLC  
347 5<sup>th</sup> Avenue, Suite 1402  
New York, New York 10016

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

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

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

#### QUESTIONS

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

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

Thank you for your patronage and cooperation.

Best regards,

**BROOKLYN ASSET MANAGEMENT LLC**



**BROOKLYN ASSET MANAGEMENT, LLC**

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

October 17, 2017

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

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

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

Dear Customer:

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

**PAYMENTS**

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

October 17, 2017  
Page 2

Brooklyn Asset Management, LLC  
347 5<sup>th</sup> Avenue, Suite 1402  
New York, New York 10016

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

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

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

#### QUESTIONS

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

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

Thank you for your patronage and cooperation.

Best regards,

**BROOKLYN ASSET MANAGEMENT LLC**

# **EXHIBIT “23”**

October 30, 2017 Correspondence re: call  
with Kim

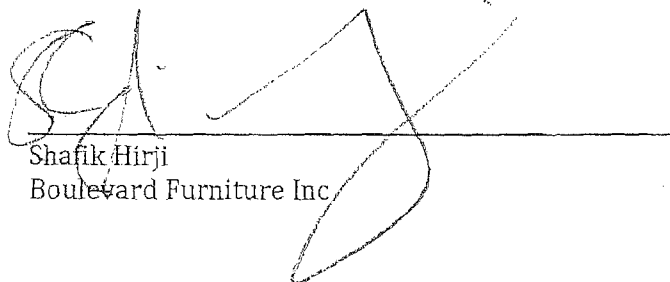
To Brooklyn Asset Management LLC/Kim,

October 30, 2017

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

CC: Trata, Inc

CC: Cancer Care Foundation, Inc



Shafik Hirji  
Boulevard Furniture Inc

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

10/30/17 11:51 AM

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

Please visit our web site,  
[www.theupsstorelocal.com/0097](http://www.theupsstorelocal.com/0097)



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

SubTotal \$ 69.45  
Total \$ 69.45

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

Verified By PIN

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

Receipt ID 82885449898561888462 004 Items  
CSH: Marcia Tran: 0986 Reg: 002

Sale

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

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

Amount	\$ 69.45
Merchant Total	\$ 69.45

330

010195101 1/15 TG United Parcel Serv

330

010195101 1/15 TG United Parcel Serv

# **EXHIBIT “24”**

November 2, 2017 Correspondence  
re: non-appearance

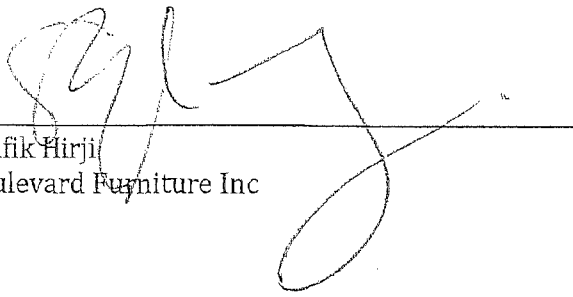
To Brooklyn Asset Management LLC/Kim,

November 2, 2017

After we sent our initial letter out, we received a call from Kay Sorrels. She said she was going to stop by our Furniture Fashions store at 3500 S Maryland Pkwy Ste 171, Las Vegas, NV 89169 on November 1, 2017 to pick up the payments owed. Kay Sorrels never came to the furniture store on November 1, 2017. Since she did not come to the furniture store, I have enclosed two note payments. I have also enclosed a copy of the letter I received from you because the letter states to at the bottom.

CC: Trata, Inc

CC: Cancer Care Foundation, Inc



---

Shafik Hirji  
Boulevard Furniture Inc



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

11/02/17 11:06 AM

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

Please visit our web site,  
[www.theupsstorelocal.com/0097](http://www.theupsstorelocal.com/0097)



001 001005 (001) TO \$ 45.16  
NDA *Brooklyn*  
Reg Unit Price \$ 50.18  
Store Cou (10.0%) \$ 5.02  
Tracking# 1Z88E6F42487914739  
002 001015 (001) TO \$ 22.29  
2DA AM *Troy/Cancer Care*  
Reg Unit Price \$ 24.77  
Store Cou (10.0%) \$ 2.48  
Tracking# 1Z88E6F41954581992

SubTotal \$ 67.45  
Total \$ 67.45

US DEBIT \$ 67.45  
ACCOUNT NUMBER \* \*\*\*\*\*0323

Verified By PIN

ENTRY METHOD: ChipRead  
MODE: Issuer  
AID: A0000000980840  
TVR: 8080048000  
TSI: 6800  
AC: ED2B2E03365F4614  
ARC: 00

Receipt ID 83885449811579868160 002 Items  
CSH: Maria Tran: 6953 Reg: 001

Sale

\*\*\*\*\*0323

Debit Entry Method: EMV

Trace: Appr Code: 089671  
Retrieval #: MK0631249129 Batch #:

Amount \$ 67.45  
=====

333

JA001714

UPS Next Day Air®  
UPS Worldwide Express®  
UPS 2nd Day Air®

**Apply shipping documents on this side.**

Do not use this envelope for:

**UPS Ground**  
**UPS Standard**

THE UPS STORE #0097  
(702) 732-0024

0.5 LBS  
SUB NET: 1

LTR-1 Oe Expedited

1350 E FLAMINGO RD  
LAS VEGAS NV 89119-5293

SHP W/T: LTR  
DATE: 02.NOV 2017

SHIP BROOKLYN ASSET MGMT LLC  
TO: RM 1402  
347 5TH AVE

NEW YORK NY 10016-5034

[illegible]

UPS NEXT DAY AIR  
TRACKING #: 1Z 88E 6F4 24 8791 4739

BILLING: P/P  
SIGNATURE REQUIRED

**THE POLICE ON ARRESTING AND  
CUSTODY PURPOSES. It is important to  
Regulations. Otherwise custody**

and limited to activities in and with the United States and does not support activities that would be so strong that an export control on such activities is warranted. The Department also notes that the current state of technology or solutions were reported from the US in accordance with the Export Administration Regulations.

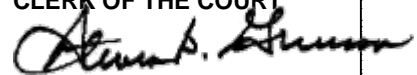
**5 TG United Parcel Service**

334

P117  
JA001715

# **EXHIBIT “25”**

Cancer Care Notice of Entry of Order



NOE  
LAW OFFICE OF DANIEL MARKS  
DANIEL MARKS, ESQ.  
Nevada State Bar No. 002003  
610 South Ninth Street  
Las Vegas, Nevada 89101  
(702) 386-0536; Fax (702) 386-6812  
*Attorney for Defendants, Shafik Hirji,  
Shafik Brown, and Furniture Boutique, LLC*

DISTRICT COURT

CLARK COUNTY, NEVADA

CANCER CARE FOUNDATION, INC., a  
Nevada non-profit corporation,

Case No.: A-17-763985-C  
Dept. No.: XVI

Plaintiff,

vs.

BOULEVARD FURNITURE, INC., a  
Nevada corporation; SUNSET FURNITURE,  
INC., a Nevada corporation; FURNITURE  
BOUTIQUE, LLC, a Nevada limited liability  
company; GIZMO EMPOWERED INC., a  
Nevada corporation; S550 INVESTMENTS,  
INC., a Nevada corporation; GENESIS  
INVESTMENTS, INC., a Nevada corporation;  
HATARI RESTAURANT & SPORTS BAR, LLC  
a Nevada limited liability company; FUSION  
RESTAURANT, INC., a Nevada corporation;  
SHAFIK HIRJI, an individual; SHAFIK  
BROWN, an individual; and YASMIN BROWN,  
an individual; and DOES I through X  
and ROE CORPORATIONS I through XX.

Defendant.

**NOTICE OF ENTRY OF ORDER FOR JANUARY 25, 2018 HEARING ON MOTION TO  
VACATE**

///

///

1        **NOTICE OF ENTRY OF ORDER FOR JANUARY 25, 2018 HEARING ON MOTION TO**  
2                                **VACATE**

3        PLEASE TAKE NOTICE that an Order for January 25, 2018 Hearing on Motion to Vacate was  
4 entered in the above-entitled action on the 5th day of April, 2018, a copy of which is attached hereto.

5        DATED this 6<sup>th</sup> day of April, 2018.

6                                LAW OFFICE OF DANIEL MARKS

7                                  
8                                DANIEL MARKS, ESQ.

9                                Nevada State Bar No. 002003

10                              TELETHA ZUPAN, ESQ.

11                              Nevada State Bar No. 012660

12                              610 South Ninth Street

13                              Las Vegas, Nevada 89101

14                              Attorneys for Defendants

15                              **CERTIFICATE OF SERVICE**

16        I hereby certify that I am an employee of the Law Office of Daniel Marks and that on the 6 day of  
17 April, 2018, pursuant to NRCp 5(b) and Administrative Order 14-2, I electronically transmitted a true and  
18 correct copy of the above and foregoing **NOTICE OF ENTRY OF ORDER FOR JANUARY 25, 2018**  
19 **HEARING ON MOTION TO VACATE** by way of Notice of Electronic Filing provided by the court  
20 mandated E-file to the following address:

21        Michael A. Mazur, Esq.,  
22        2355 Red Rock Street, Ste. 100  
23        Las Vegas, Nevada 89146  
24        Attorney for Plaintiff,  
25        Trata, Inc.

26                                
27                              An employee of the  
28                              LAW OFFICE OF DANIEL MARKS

ORIGINAL

Electronically Filed  
4/5/2018 1:46 PM  
Steven D. Grierson  
CLERK OF THE COURT



MOT  
LAW OFFICE OF DANIEL MARKS  
DANIEL MARKS, ESQ.  
Nevada State Bar No. 002003  
610 South Ninth Street  
Las Vegas, Nevada 89101  
(702) 386-0536; Fax (702) 386-6812  
*Attorney for Defendants, Shafik Hirji,  
Shafik Brown, and Furniture Boutique, LLC*

DISTRICT COURT

CLARK COUNTY, NEVADA

CANCER CARE FOUNDATION, INC., a  
Nevada non-profit corporation,

Case No.: A-17-763985-C  
Dept. No.: XVI

Plaintiff,

vs.

BOULEVARD FURNITURE, INC., a  
Nevada corporation; SUNSET FURNITURE,  
INC., a Nevada corporation; FURNITURE  
BOUTIQUE, LLC, a Nevada limited liability  
company; GIZMO EMPOWERED INC., a  
Nevada corporation; S550 INVESTMENTS,  
INC., a Nevada corporation; GENESIS  
INVESTMENTS, INC., a Nevada corporation;  
HATARI RESTAURANT & SPORTS BAR, LLC  
a Nevada limited liability company; FUSION  
RESTAURANT, INC., a Nevada corporation;  
SHAFIK HIRJI, an individual; SHAFIK  
BROWN, an individual; and YASMIN BROWN,  
an individual; and DOES I through X  
and ROE CORPORATIONS I through XX.

Date of Hearing: January 25, 2018  
Time of Hearing: 9:00 a.m.

Defendant.

ORDER FOR JANUARY 25, 2018 HEARING ON MOTION TO VACATE

MAR 23 2018

1                   **ORDER FOR JANUARY 25, 2018 HEARING ON MOTION TO VACATE**

2           COMES NOW Defendants, Boulevard Furniture, Inc.; Sunset Furniture, Inc.; Furniture Boutique,  
3 LLC; Gizmo Empowered Inc.; S550 Investments, Inc.; SL550 Investments, Inc.; Genesis Investments, Inc.;  
4 Hatari Restaurant & Sports Bar, LLC; Fusion Restaurant, Inc.; Shafik Hirji; Shafik Brown; and Yasmin  
5 Brown, appearing by and through their counsel Daniel Marks, Esq., and Teletha L. Zupan, Esq., of the Law  
6 Office of Daniel Marks on the Defendants' Motion to Vacate the Judgment Entered on November 1, 2017  
7 Pursuant to NRCP 60(b) Because the Judgment Was Obtained by Fraud, Plaintiff's Opposition, and  
8 Defendants' Reply having come before the Court on January 25, 2018 at 9:00 a.m., and Plaintiff, Cancer  
9 Care Foundation, Inc., appearing by and through their counsel of record, Michael Mazur, Esq., of Mazur &  
10 Brooks, P.C. After review and consideration of the record, the points and authorities on file herein, and oral  
11 argument of counsel, the Court determined as follows:

12           THE COURT FINDS that there is ongoing litigation between Steven Barket, Shafik Hirji, Shafik  
13 Brown, and Navneet Sharda and the Furniture Boutique, L.L.C. in Eighth Judicial District Court, Case No.  
14 A-17-756274-C, filed on June 1, 2017, regarding a series of investments/loans. Barket is represented by  
15 Brandon McDonald, Esq.; Sharda is represented by Bryan Naddefi, Esq., and Hirji and Brown are  
16 represented by Daniel Marks, Esq.

17           THE COURT FINDS FURTHER that based on the unopposed affidavit of Shafik Hirji that the  
18 Confession of Judgment, which was entered in this action on November 1, 2017 is derived from two of the  
19 investments /loans that Barket orchestrated, which are in issue in Case No. A-17-756274-C.

20           THE COURT FINDS FURTHER that based on the unopposed affidavit of Shafik Hirji, in April  
21 2017, Navneet Sharda agreed to modify and suspend the Defendants' repayment obligations until they could  
22 reached an agreement for a new repayment schedule. In light of this fact, on August 29, 2017, there was no  
23 legal basis for Sharda and/or Cancer Care to threaten to file a Notice of Default against Hirji and Brown if  
24 they did not execute the Change in Terms Agreement and Confession of Judgment for Cancer Care. As such,  
25 the Defendants did not freely sign the Change in Terms Agreement and Confession of Judgment for Cancer  
26 Care.

27       ////

28       ////

1 THE COURT FINDS FURTHER that notwithstanding the pending Case No. A-17-756274-C, and  
2 the fact that the Defendants in this action were represented by counsel, Navneet Sharda convinced the  
3 Defendants to change the material terms of the investments /loans and to execute new documents and a new  
4 Confession of Judgment that was the subject of pending litigation by coercing them to do so with the threat  
5 of Default when there was no legal basis for a Default.

6 THE COURT FINDS FURTHER that Navneet Sharda told the Defendants to go to his attorney,  
7 Bryan Naddafi's office at 9480 S. Eastern Avenue, Ste. #257 Las Vegas, Nevada 89123 on September 1,  
8 2017 to execute the Change in Terms Agreement and new Confession of Judgment.

9 THE COURT FINDS FURTHER that Mr. Naddafi Violated Rule 3.4 of the Nevada Rules of  
10 Professional Conduct by communicating with Hirji and Brown without the consent of their counsel on  
11 September 1, 2017.

12 THE COURT FINDS FURTHER that the Defendants were never instructed to contact their lawyer,  
13 Daniel Marks, Esq., before executing such agreements.

14 THE COURT FINDS FURTHER that there is another Confession of Judgment, which was entered  
15 in another related matter by Trata, Inc., on November 1, 2017 in Case No. A-17-763995-C, for two  
16 additional investments /loans that were orchestrated by Barket and are in issue in Case No. A-17-756274-C.

17 THE COURT FINDS FURTHER that after careful consideration, and based on the uncontroverted  
18 Affidavit of Shafik Hirji, the Confession of Judgment entered in this case is an attempt to circumvent the  
19 issues and subject matter pertaining to the investments /loans in dispute in Case No. A-17-756274-C.

20 THE COURT FINDS FURTHER Mr. Marks should have been notified regarding any attempts to  
21 change, modify and/or reduce the investments/loans to judgment by Confession.

22 THE COURT FINDS FURTHER without even addressing the other issue raised by the moving  
23 Defendant, the Confession of Judgment that is the basis of the instant matter is void under NRCP 60(b) and  
24 shall be set aside.

25 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Defendants, Shafik Hirji,  
26 Shafik Brown, and Furniture Boutique, LLC's Motion to Vacate the Judgment Entered on November 1, 2017  
27 Pursuant to NRCP 60(b) is hereby GRANTED.

28 ////



1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Confession of Judgment  
2 obtained in this manner and under the narrow facts of this case is inconsistent with due process under the  
3 law by depriving the Defendants of adjudication of their rights and potential liabilities in pending litigation.

4 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Confession of Judgment  
5 Cancer Care filed on November 1, 2017 is void under NRCP 60(b) and shall be set aside.

6 Dated this 2<sup>nd</sup> day of April, 2018.


7  
8   
DISTRICT COURT JUDGE 

9 Submitted by:

Approved as to form and content:

10 LAW OFFICES OF DANIEL MARKS

MAZUR & BROOKS

11   
DANIEL MARKS, ESQ.

12 Nevada State Bar No. 002003

TELETHA L. ZUPAN, ESQ.

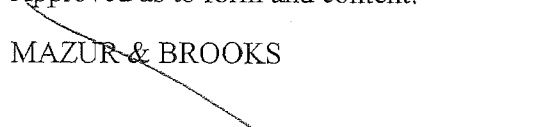
13 Nevada State Bar No. 012660

610 South Ninth Street

14 Las Vegas, Nevada 89101

(702) 386-0536

15 *Attorney for Defendants, Shafik Hirji,*  
16 *Shafik Brown, et al.*

17   
MICHAEL A. MAZUR, ESQ.,

Nevada State Bar No. 011202

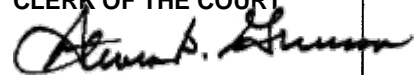
2355 Red Rock Street, Ste. 100

18 Las Vegas, Nevada 89146

19 *Attorney for Plaintiff, Cancer Care Foundation Inc.*

# **EXHIBIT “26”**

Trata Notice of Entry of Order



NOE  
LAW OFFICE OF DANIEL MARKS  
DANIEL MARKS, ESQ.  
Nevada State Bar No. 002003  
610 South Ninth Street  
Las Vegas, Nevada 89101  
(702) 386-0536; Fax (702) 386-6812  
*Attorney for Defendants, Shafik Hirji,  
Shafik Brown, et al.*

DISTRICT COURT

CLARK COUNTY, NEVADA

TRATA, INC., a Nevada Corporation  
Nevada non-profit corporation,

Case No.: A-17-763995-C  
Dept. No.: VI

Plaintiff,

vs.

BOULEVARD FURNITURE, INC., a  
Nevada corporation; SUNSET FURNITURE,  
INC., a Nevada corporation; FURNITURE  
BOUTIQUE, LLC, a Nevada limited liability  
company; GIZMO EMPOWERED INC., a  
Nevada corporation; S550 INVESTMENTS,  
INC., a Nevada corporation; SL550 INVESTMENTS,  
INC., a Nevada corporation; GENESIS  
INVESTMENTS, INC., a Nevada corporation;  
HATARI RESTAURANT & SPORTS BAR, LLC  
a Nevada limited liability company; FUSION  
RESTAURANT, INC., a Nevada corporation;  
SHAFIK HIRJI, an individual; SHAFIK  
BROWN, an individual; and YASMIN BROWN,  
an individual; and DOES I through X  
and ROE CORPORATIONS I through XX.

Date of Hearing: February 9, 2018  
Time of Hearing: 8:30 a.m.

Defendants.


NOTICE OF ENTRY OF ORDER

///

///

1  
2  
3  
4  
5  
6  
7  
8  
9  
0  
1  
2  
3  
4  
5  
6  
7  
8  
9  
0  
1  
2  
3  
4  
5  
6  
7  
8

DATED this 26<sup>th</sup> day of April, 2018.

  
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

I hereby certify that I am an employee of the Law Office of Daniel Marks and that on the 26 day of ~~February~~ <sup>April</sup>, 2018, pursuant to NRCP 5(b) and Administrative Order 14-2, I electronically transmitted a true and correct copy of the above and foregoing **NOTICE OF ENTRY OF ORDER** by way of Notice of Electronic Filing provided by the court mandated E-file to the following address:

  
An employee of the  
LAW OFFICE OF DANIEL MARKS



DISTRICT COURT  
CLARK COUNTY, NEVADA

\* \* \* \*

TRATA, INC.,  
Plaintiff,

v.  
BOULEVARD FURNITURE, INC.,  
et al,  
Defendants.

CASE NO.: A-17-763995-C  
DEPARTMENT VI

**ORDER GRANTING MOTION TO VACATE  
THE JUDGMENT ENTERED ON  
NOVEMBER 1, 2017 PURSUANT TO NRCP  
60(B) AND MOTION TO QUASH ANY AND  
ALL WRITS OF EXECUTION AND/OR  
GARNISHMENT PURSUANT TO NRCP 60(B)  
BECAUSE THE JUDGMENT WAS  
OBTAINED BY FRAUD**

On June 1, 2017, Steven Barket ("Barket") and G65 Ventures, LLC (collectively the "Barket Plaintiffs") filed a lawsuit against Shafik Hirji ("Hirji"), Hirji's son Shafik Brown ("Brown"), Navneet Sharda ("Sharda"), Furniture Boutique, LLC ("Boutique"), and Doe and Roe Defendants in Case No. A756274 pending in Department 18 of this Court (the "Barket Case"). In the Barket Case, the Barket Plaintiffs assert that, as a result of alleged agreements, they are entitled to certain funds and interests in companies controlled by Hirji, Brown, and Boutique (collectively the "Hirji Defendants") based on arranging for loans to be made to Hirji and Brown for a new furniture store. The Barket Plaintiffs acknowledge that the funds were secured via a loan from Sharda. The Barket Plaintiffs assert claims for breach of contract, among others, against the Hirji Defendants, and assert that by dealing directly with the Hirji Defendants, Sharda interfered with the Barket Plaintiffs' rights. In the Barket Case, the Hirji Defendants filed a Motion to Dismiss through their counsel Daniel Marks on June 29, 2017. The Motion to Dismiss was served by mail on attorney Bryan Naddafi, counsel for Sharda in that case. On August 11, 2017, attorney Naddafi filed an Answer to

ELISSA F. CADISH  
DISTRICT JUDGE  
DEPARTMENT VI

1 Complaint and Counterclaim on behalf of Sharda and Trata, Inc. ("Trata"), which was served  
2 on Marks.

3 In April of 2017, Barket became the assignee of an unrelated judgment against Sharda  
4 in Case No. A712697 in Department 16 of this Court (the "Gordon Silver Case"), and began  
5 aggressive collection efforts against Sharda including execution on property allegedly owned  
6 by Sharda. Barket was represented by attorney Michael Mazur at a judgment debtor  
7 examination of Sharda on July 29, 2017, at which Sharda was represented by Naddafi. On  
8 that day, a confidential settlement agreement (the "Settlement Agreement") was reached and  
9 signed between Barket and Sharda, resolving the Gordon Silver Case and contemplating  
10 dismissal of Sharda from the Barket Case. The Settlement Agreement also required Sharda  
11 to assign to Barket or his assigns the notes and related documents, including confessions of  
12 judgment, previously signed by the Hirji Defendants regarding the loans for the furniture  
13 store at issue in the Barket Case. The Settlement Agreement was not disclosed to the Hirji  
14 Defendants, Sharda has still not been dismissed from the Barket Case, and the notes were not  
15 assigned until later as discussed below.

16 After reaching the Settlement Agreement and at the instigation of Barket and his  
17 counsel, Mazur, Sharda renegotiated the terms of the loans to the Hirji Defendants and  
18 issued a Notice of Default by email dated August 29, 2017. The interest rate and penalties  
19 related to the loans were reduced, but additional related individuals and entities were to be  
20 added as additional obligors. Additionally, pursuant to the revised terms, there was to be  
21 absolutely no grace period if the payments were not made by the 25th of the month when  
22 they were due. The August 29, 2017 email to Hirji from Sharda with attached documents  
23 referenced what "the attorney" wants done, and is copied to Naddafi. However,  
24 unbeknownst to Hirji, the documents were not drafted or recommended by Naddafi but by  
25 Mazur. The parties met to sign the documents at Naddafi's office on September 1, 2017. Mr.  
26 Naddafi was present throughout the time that the parties present were signing the stack of  
27 documents, and his notary public was present and notarizing all of the signatures. The Hirji  
28

1 Defendants' counsel, Daniel Marks, was not present, nor was he notified of this meeting or  
2 asked if he would allow Naddafi to meet with his clients without his presence.

3 The first payment pursuant to these revised documents was due on September 25,  
4 2017, and was made. Thereafter, on October 13, 2017, Sharda signed the Assignment of  
5 Secured Promissory Note, assigning the notes to Brooklyn Asset Management LLC  
6 ("BAM") as assignee pursuant to the Settlement Agreement. Barket is the principal of BAM.  
7 Notices dated October 17, 2017 were done regarding the assignment to BAM, but Hirji  
8 denies receiving the written notices of the assignment until approximately October 27, 2017,  
9 after the October 25 payment was due. Hirji had contacted Sharda on or before October 25,  
10 2017 to make arrangements for the payment, but Sharda told him the loans had been  
11 assigned and he was out of it. Sharda still did not mention that Barket was involved, but  
12 instead referenced only BAM as the assignee. In late October, Hirji contacted BAM by  
13 phone seeking details regarding the procedure to make payments to it, but was unable to get  
14 clear direction in that regard. On October 30, 2017, Hirji sent a letter to BAM seeking  
15 information about the account number and confirmation of the mailing address for the  
16 payments. Hirji spoke with a representative of BAM who was supposed to meet him on  
17 November 1, 2017 to pick up the October 25 payment, but the representative failed to appear  
18 as scheduled. Hirji then sent correspondence dated November 2, 2017 with enclosed  
19 payments. After being informed that BAM's position was that he was in default and the  
20 signed confessions of judgment had already been filed with the court, Hirji stopped payment  
21 on the checks.

22 The Confession of Judgment was filed herein, as the initial pleading on behalf of  
23 Plaintiff Trata, Inc. against the Hirji Defendants and other related entities, on November 1,  
24 2017 at 11:45 am. Trata is an entity owned by Sharda and was one of the lenders to the Hirji  
25 Defendants on behalf of Sharda. Trata is represented by Mazur herein, and there was no  
26 disclosure of the assignment to BAM in the initial court filings.

27 Defendants herein filed a Motion to Vacate the Judgment Entered on November 1,  
28 2017 Pursuant to NRCP 60(b), and a Motion to Quash Any and All Writs of Execution

1 and/or Garnishment Pursuant to RCP 60(b) Because the Judgment Was Obtained by Fraud.  
2 Plaintiff filed Objections to Claims of Exemption from Execution filed by Hirji, Brown, and  
3 Yasmin Brown. This Court heard argument on January 9, 2018 at 8:30 am, and set the case  
4 for an evidentiary hearing to address the alleged fraud and unethical conduct asserted by  
5 Defendants as a basis to set aside the judgment entered herein. The Court stayed all  
6 collection activity pending ruling on these motions. The Court presided over evidentiary  
7 hearings held on February 15, 2018 at 8:30 am, February 23, 2018 at 9:00 am, and March 7,  
8 2018 at 1:30 pm. The Court then took the matter under advisement and placed the case on  
9 the Court's Chambers Calendar for decision on March 20, 2018. The Court hereby issues its  
10 decision.


11 Pursuant to Rule 4.2 of the Nevada Rules of Professional Conduct, "In representing a  
12 client, a lawyer shall not communicate about the subject of the representation with a person  
13 the lawyer knows to be represented by another lawyer in the matter, unless the lawyer has  
14 the consent of the other lawyer or is authorized to do so by law or a court order." Defendants  
15 assert that Naddafi violated this rule by participating in the meeting for the signing of the  
16 revised loan documents on September 1, 2017 with Hirji, Brown, and Yasmin Brown  
17 without the presence or permission of their counsel, Mr. Marks. Naddafi testified that he did  
18 not draft or even review the documents that were signed that day. However, he knew and  
19 understood that the documents were being signed at Barket's instigation and particularly  
20 because Mazur as Barket's counsel had concerns about the enforceability of the prior  
21 documents signed by the parties, all of which had come about based on the Settlement  
22 Agreement entered by Sharda with Naddafi's representation which required assignment of  
23 the loans to Barket or his assigns. That Settlement Agreement resolved Barket's claims  
24 against Sharda in the Barket Case where the Hirji Defendants were known to be represented  
25 by Marks. These very loans are at issue in the Barket Case, as they are the underlying basis  
26 for Barket's claims to ownership and other consideration therein. While Naddafi did not  
27 negotiate the terms of the documents signed on September 1, 2017, he was present for the  
28 entire time while the parties were signing and was counsel for Sharda in the Barket Case.



1 Naddafi did speak to all participants in the room that day about the execution of the  
2 documents, and oversaw the notarization by his employee of all of the signatures.

3 Under the circumstances taken as a whole, the Court finds that Naddafi did improperly  
4 communicate about the subject of the representation with a person he knew to be represented  
5 by another lawyer in the matter, specifically because he knew Hirji and Brown were  
6 represented by Marks, who was not present and did not consent, in the Barket Case where  
7 these very loans were at issue. The Court acknowledges that Naddafi did not intentionally  
8 violate this rule, but "neither [his] negligence nor his ignorance of the rule can justify his  
9 conduct." Cronin v. Eighth Judicial Dist. Ct., 105 Nev. 635, 641, 781 P.2d 1150, 1154  
10 (1989). In light of this violation, and the signing of the documents including the Confession  
11 of Judgment on which the judgment herein is based in the context of that improper contact  
12 without Marks' presence, the Court hereby finds that the judgment was obtained by fraud,  
13 misrepresentation, or other misconduct of an adverse party within the meaning of NRCP  
14 60(b)(3) and grants Defendants' Motion to Vacate the Judgment Entered on November 1,  
15 2017 Pursuant to NRCP 60(b). The Court finds that the Confession of Judgment may not be  
16 used as a basis for entry of judgment against Defendants herein.<sup>1</sup> Similarly, the Court grants  
17 Defendants' Motion to Quash Any and All Writs of Execution and/or Garnishment Pursuant  
18 to NRCP 60(b) Because the Judgment Was Obtained by Fraud. As a result, the Claims of  
19 Exemption from Execution and Objections thereto are denied as moot.

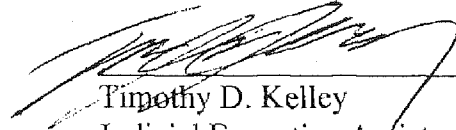
20  
21 Dated this 17th of April, 2018

22  
23   
24 ELISSA F. CADISH  
25 DISTRICT COURT JUDGE  
26  
27  
28

<sup>1</sup> In light of the Court's ruling on this basis for the challenge to the judgment herein, the Court need not address other arguments raised by Defendants as additional grounds to set aside the judgment.

CERTIFICATE OF SERVICE

I hereby certify that on the date filed, a copy of the foregoing order was e-served on all registered parties to this case.

  
Timothy D. Kelley  
Judicial Executive Assistant