

When Recorded, Mail To:  
NV Capital Corporation  
8880 W. Sunset Rd. Suite 190  
Las Vegas, NV 89148

APN: 1220-10-511-005

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## LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 29<sup>th</sup> day of January, 2020 between Gardnerville 395 LLC, a Nevada limited liability company ("Borrower") and those individuals and entities shown on the attached Exhibit "A" ("Lender"), amends and supplements (1) the Deed of Trust (the "Deed of Trust") dated **June 21, 2019** and recorded as Instrument # **2019-930912** in the Records of the Recorder's office of Douglas County, Nevada and (2) the Promissory Note Secured By Deed Of Trust, in the amount of \$325,000.00, bearing the same date as, and secured by the Deed of Trust, which covers the real and personal property described in the Deed of Trust and defined therein as the "Property", the real property described being set forth as follows:

**THE LAND REFERRED TO HEREIN BELOW IS SITUATED GARDNERVILLE, IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, AND IS DESCRIBED AS FOLLOWS:**

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

**All that certain real property situate in a portion of Section 10, Township 12 North, Range 20 East, Mount Diablo Base and Meridian, County of Douglas, State of Nevada, further described as a portion of "Block 'A' as shown on Final Commercial Subdivision Map for The Marketplace at Virginia Ranch (Phase 1), recorded April 12, 2013, as File No. 2013-821570, Official Records of Douglas County, Nevada, and being more particularly described as follows:**

**COMMENCING at the Northwest Corner of said Block 'A', also being a point on the Southeasterly right-of-way of Grant Avenue (width varies), marked by a 5/8-inch rebar and plastic cap stamped "PLS 11172", from which the Northwest Corner of Section 10 bears South 23°04'47" East, 6,424.30 feet;**

**THENCE departing said Northwest Corner and said right-of-way and along the Northerly line of said Block 'A', South 31°47'39" East, 22.98 feet to the beginning of a tangent curve to the left;**

**THENCE Southeasterly, 75.18 feet along the arc of a 332.50 foot radius curve through a central angle of 12°57'17";**

**THENCE continuing along said Northerly line, South 44°44'56" East, 666.83 feet to an angle point in said Northerly line, marked by a 5/8-inch rebar and plastic cap stamped "PLS 11172";**

**THENCE continuing along said Northerly line, North 45°14'39" East, 25.00 feet to the POINT OF BEGINNING;**

THENCE continuing along said Northerly line, North 45°14'39" East, 256.03 feet to an angle point in said Northerly line and to a point on the Southerly right-of-way of Larson Way (60-foot wide), marked by a 5/8-inch rebar and plastic cap stamped "PLS 11172";

THENCE along said Southerly right-of-way and said Northerly line, South 50°20'59" East, 110.00 feet to the beginning of a tangent curve to the right, marked by a 5/8-inch rebar and plastic cap stamped "PLS 11172";

THENCE Southerly 31.42 feet along the arc of a 20.00 foot radius curve through a central angle of 90°00'00" to the Easterly line of said Block 'A' and the westerly right-of-way of the aforementioned Charlotte Way, marked by a 5/8-inch rebar and plastic cap stamped "PLS 11172";

THENCE along said Easterly line and Westerly right-of-way, South 39°39'01" West, 65.21 feet to the beginning of a tangent curve to the left, marked by a 5/8-inch rebar and plastic cap stamped "PLS 11172";

THENCE Southeasterly, 93.08 feet along a curve to the left having a radius of 530.00 feet and a central angle of 10°03'45", marked by a 5/8-inch rebar and plastic cap stamped "PLS 11172";

THENCE continuing along said Easterly line and said Westerly right-of-way, South 29°35'16" West, 96.12 feet;

THENCE departing said Easterly line and said Westerly right-of-way, North 44°44'56" West, 180.77 feet to the POINT OF BEGINNING.

Said land is also shown as Parcel 4 on the Record of Survey for Sierra Nevada SW Enterprises, LTD., according to the map thereof, filed in the office of the County Recorder of Douglas County, State of Nevada, on February 12, 2019, as File No. 2019-925665, Official Records.

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Document No. 2019-927808 is provided pursuant to the requirements\*\*

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Deed of Trust):

1. As of January 30, 2020 the amount payable under the Note and the Deed of Trust (the "Unpaid Principal Balance") is U.S. \$650,000.00, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 16.5% from **February 18, 2020**. Borrower promises to make monthly payments of principal and interest of U.S. **\$8,937.50**, beginning on the **1<sup>st</sup> day of March, 2020**, prorated to reflect the increase of the principal amount of the loan on February 18, 2020, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 16.5% will remain in effect until principal and interest are paid in full. If on June 20, 2020 (the "Maturity Date"), Borrower still owes amounts under the Note and the Deed of Trust, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
3. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Deed of Trust.

\*\*of Section 6 NRS 111.312

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Deed of Trust. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Deed of Trust without further notice or demand on Borrower.

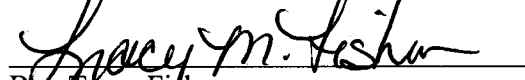
4. Borrower also will comply with all other covenants, agreements, and requirements of the Deed of Trust, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Deed of Trust.
5. Borrower understands and agrees that:
  - (a) All the rights and remedies, stipulations, and conditions contained in the Deed of Trust relating to default in the making of payments under the Deed of Trust shall also apply to default in the making of the modified payments hereunder.
  - (b) All covenants, agreements, stipulations, and conditions in the Note and Deed of Trust shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Deed of Trust shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Deed of Trust, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Deed of Trust are expressly reserved by Lender.
  - (c) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Deed of Trust.
  - (d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Deed of Trust, unless stipulated otherwise by Lender.
  - (e) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

SIGNATURES AND NOTARY APPEAR ON THE FOLLOWING PAGES

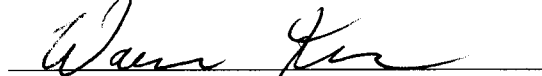
THIS DOCUMENT IS EXECUTED IN MULTIPLE COUNTERPARTS

**Lenders:**

J&D Commercial LLC, a Nevada limited liability company

  
By: Tracy Fisher

WKAP Irrevocable Spendthrift Trust dated November 7, 2011

  
By: Warren Kim

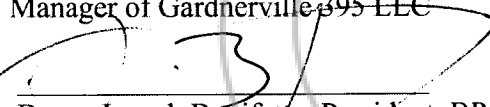
First Savings Bank, Custodian For Stephen G. Brockman Self-Directed IRA

By: \_\_\_\_\_ **SIGNED IN COUNTERPART**

**Borrower:**

Gardnerville 395 LLC, a Nevada limited liability company

By: BP Holdings, Inc., a Nevada corporation,  
Manager of Gardnerville 395 LLC

  
By: Joseph Bonifatto, President, BP Holdings Inc.

By: Delta Commercial Group, a Nevada corporation,  
Manager of Gardnerville 395 LLC

  
By: J. Douglas McGeary, President

Acknowledgements Appear on the Following Pages  
This Document is Signed in multiple counterparts

**Lenders:**

J&D Commercial LLC, a Nevada limited liability company

\_\_\_\_\_  
By: Tracy Fisher

SIGNED IN COUNTERPART

WKAP Irrevocable Spendthrift Trust dated November 7, 2011

Warren Kim  
By: Warren Kim

First Savings Bank, Custodian For Stephen G. Brockman Self-Directed IRA

Carolynn Kalivoda  
By: Carolynn Kalivoda  
IRA Administrator

**Borrower:**

Gardnerville 395 LLC, a Nevada limited liability company

By: BP Holdings, Inc., a Nevada corporation,  
Manager of Gardnerville 395 LLC

SIGNED IN COUNTERPART

\_\_\_\_\_  
By: Joseph Bonifatto, President, BP Holdings Inc.

By: Delta Commercial Group, a Nevada corporation,  
Manager of Gardnerville 395 LLC

\_\_\_\_\_  
By: J. Douglas McGeary, President

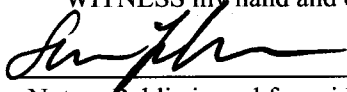
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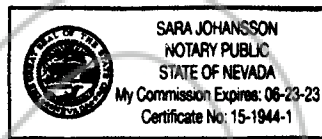
Acknowledgements Appear on the Following Pages  
This Document is Signed in multiple counterparts

State of Nevada }  
 }SS  
County of Clark }

On this 14<sup>th</sup> day of February, 2020 before me, the undersigned, a Notary Public in and for said County and State, personally appeared **Joseph Bonifatto**, known to me to be the persons whose name are subscribed to the within instrument, and acknowledge that he/she/they executed the same.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Notary Public in and for said County and State

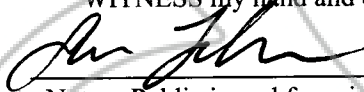


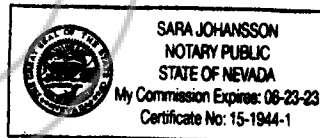
My Commission Expires 6/23/23

State of Nevada }  
 }SS  
County of Clark }

On this 14<sup>th</sup> day of February, 2020 before me, the undersigned, a Notary Public in and for said County and State, personally appeared **Douglas McGeary**, known to me to be the persons whose name are subscribed to the within instrument, and acknowledge that he/she/they executed the same.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Notary Public in and for said County and State



My Commission Expires 6/23/23

State of ~~Nevada~~ Oregon }  
County of ~~Clark~~ Yamhill } }SS

On this 29<sup>th</sup> day of January, 2020 before me, the undersigned, a Notary Public in and for said County and State, personally appeared **Tracy Fisher**, known to me to be the persons whose name are subscribed to the within instrument, and acknowledge that he/she/they executed the same.

WITNESS my hand and official seal.

Sandra Rogers  
Notary Public in and for said County and State



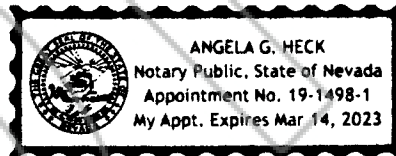
**My Commission Expires** 2/21/22

State of Nevada }  
County of Clark } }SS

On this 11<sup>th</sup> day of February, 2020 before me, the undersigned, a Notary Public in and for said County and State, personally appeared **Warren Kim**, known to me to be the persons whose name are subscribed to the within instrument, and acknowledge that he/she/they executed the same.

WITNESS my hand and official seal.

Angela G Heck  
Notary Public in and for said County and State



**My Commission Expires** Mar. 14, 2023

State of Nevada }  
County of Clark } }SS

On this \_\_\_\_ day of \_\_\_\_\_, 2020 before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ known to me to be the persons whose name are subscribed to the within instrument, and acknowledge that he/she/they executed the same.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public in and for said County and State

**SIGNED IN COUNTERPART**

**My Commission Expires**

State of Nevada }  
 }SS  
County of Clark }

On this \_\_\_\_ day of \_\_\_\_\_, 2020 before me, the undersigned, a Notary Public in and for said County and State, personally appeared **Tracy Fisher**, known to me to be the persons whose name are subscribed to the within instrument, and acknowledge that he/she/they executed the same.

WITNESS my hand and official seal.

SIGNED IN COUNTERPART

\_\_\_\_\_  
Notary Public in and for said County and State

**My Commission Expires** \_\_\_\_\_

State of Nevada }  
 }SS  
County of Clark }

On this \_\_\_\_ day of \_\_\_\_\_, 2020 before me, the undersigned, a Notary Public in and for said County and State, personally appeared **Warren Kim**, known to me to be the persons whose name are subscribed to the within instrument, and acknowledge that he/she/they executed the same.

WITNESS my hand and official seal.

SIGNED IN COUNTERPART

\_\_\_\_\_  
Notary Public in and for said County and State

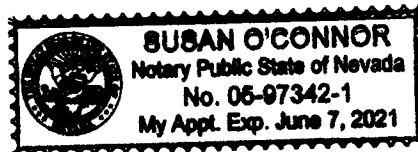
**My Commission Expires** \_\_\_\_\_

State of Nevada }  
 }SS  
County of Clark }

On this 29<sup>th</sup> day of January, 2020 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Carolynn Kalivoda known to me to be the persons whose name are subscribed to the within instrument, and acknowledge that he/she/they executed the same.

WITNESS my hand and official seal.

Susan O'Connor  
\_\_\_\_\_  
Notary Public in and for said County and State



**My Commission Expires**