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# LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 14 day of August, 2014, between **OVERHAGE INVESTMENTS, LLC**, a Nevada Limited Liability Company with a mailing address of 6508 Hercus Court, San Jose, California 95119 ("Borrower") and **WDB Funding, LLC**, a Delaware limited liability company having offices at 2691 S. Decker Lake Lane, West Valley City, UT 84119 ("Lender"), amends and supplements that certain Commercial Term Promissory Note dated August 7, 2014, made by Borrower in favor of Lender, that certain Mortgage, Assignment of Leases, Rents and Profits, Security Agreement, and Fixture Filing of the same date, that certain Loan and Security Agreement of the same date, that certain Environmental Indemnity Agreement of the same date, that certain Assignment of Permits and Contracts Agreement of the same date, and that certain Assignment of Leases and Rentals of the same date (collectively "Loan Documents").

WHEREAS, on August 7, 2014, to evidence such loan, Borrower executed and delivered to Lender a Commercial Term Promissory Note in the amount of **\$90,000.00** (the "Note") that purported to mature on **February 1, 2015**, upon which date the principal and accrued but unpaid interest became payable in full.

WHEREAS, as a result of a Scribner's error the maturity date should have been **February 1, 2016** ("Maturity Date"); and

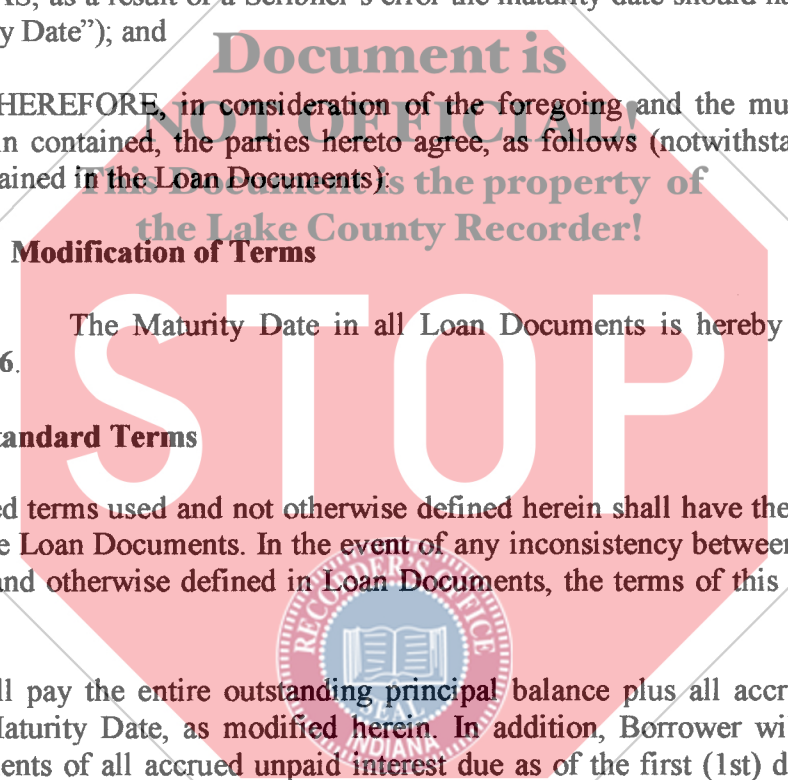
NOW, THEREFORE, in consideration of the foregoing and the mutual promises and agreements herein contained, the parties hereto agree, as follows (notwithstanding anything to the contrary contained in the Loan Documents):

## Article I: Modification of Terms

1. The Maturity Date in all Loan Documents is hereby extended through **February 1, 2016**.

## Article II: Standard Terms

- All capitalized terms used and not otherwise defined herein shall have the meaning ascribed to them in the Loan Documents. In the event of any inconsistency between capitalized terms used herein and otherwise defined in Loan Documents, the terms of this Modification shall govern.
- Borrower will pay the entire outstanding principal balance plus all accrued interest on or before the Maturity Date, as modified herein. In addition, Borrower will continue to pay regular payments of all accrued unpaid interest due as of the first (1st) day of each month. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to late charges; and then to any unpaid collection costs.



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3. The Note, the Security Instrument, the Assignment and all other Loan Documents are hereby modified in such a manner to be consistent with all modifications and agreements contained herein.
4. Except as specifically modified by the terms of this Modification Agreement (the "Modification"), the Note, the Security Instrument, the Assignment and all other Loan Documents shall not be affected by this Modification and each shall remain in full force and effect. Nothing herein contained shall be construed to impair Lender's security under the Security Instrument or the remaining Loan Documents nor to limit or impair any rights or powers that Lender now enjoys or may hereafter enjoy under the Security Instrument or other Loan Documents for recovery of the indebtedness secured thereby.
5. The Note, the Security Instrument, the Assignment and all other Loan Documents are hereby ratified and confirmed by Borrower and Lender and every provision, covenant, warranty, representation, condition, obligation, right and power contained in and under the Notes, the Security Instrument, the Assignment and all other Loan Documents as amended and modified, shall continue in full force and effect, affected by this Modification only to the extent of the amendments and modifications set forth above. Without limiting the generality of the foregoing, Borrower and Lender hereby ratify and confirm that as of the date hereof, there exists no Event of Default (as defined in the Note or the Security Instrument or any of the Loan Documents) and no circumstances exist which could constitute an Event of Default after the giving of notice or the passage of time, or both.
6. The Borrower does hereby reconfirm that it has previously and hereby does again grant and convey to Lender, its successors and assigns, the "Premises", as defined by the Security Instrument, to have and to hold the Premises unto Lender, its successors and assigns, forever, in accordance with the Note, the Security Instrument and the other Loan Documents, as modified by this Modification, such that if such sums due thereunder be paid and all other obligations of Borrower under the Note, the Security Instrument and the other Loan Documents, as modified by this Modification, shall be fully kept and performed, then the Security Instrument, as modified by this Modification, shall be null and void; otherwise to remain in full force and effect.
7. The covenants and agreements herein set forth shall bind and inure to the benefit of the parties hereto, their heirs, successors and assigns.
8. The consummation of the transactions hereby contemplated and the performance of the obligations of Borrower under and by virtue of the Loan Documents will not result in any breach of, or constitute a default under, any mortgage, security deed, deed of trust, lease, bank loan or credit agreement, trust agreement or other instrument to which Borrower is a party or by which it may be bound or affected.
9. There are no actions, suits or proceedings pending, or to the knowledge of Borrower, threatened, against or affecting Borrower, or the Premises, or involving the validity or enforceability of any of the Loan Documents or the priority of the lien thereof.

10. There has been no material adverse change in the financial condition of Borrower since the date of the last financial statements delivered to Lender. No bankruptcy or insolvency case or proceedings of any kind have been filed, threatened or are outstanding by or against Borrower, and Borrower is current with regard to payment and performance of all loans, contracts and other agreements or obligations affecting Borrower.
11. This Modification shall be governed by and construed in accordance with the laws of the State in which the property is located.

IN WITNESS WHEREOF, the within Agreement has been duly executed by the parties hereto on the day and year first above written.

IN THE PRESENCE OF:

\_\_\_\_\_  
 \_\_\_\_\_

**OVERHAGE INVESTMENTS LLC**

*Gregory J. Overhage*  
 By: **Gregory J. Overhage**  
 Its: **Managing Member**

STATE OF CALIFORNIA

COUNTY OF

) ss: August \_\_, 2014

Document is NOT OFFICIAL!  
 the Lake County Recorder

\* CA NOTARY ACK attached.

On this \_\_\_<sup>th</sup> day of August, 2014, personally appeared before me, **Gregory J. Overhage, Managing Member** of **OVERHAGE INVESTMENTS LLC**, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed as such officer and the free act and deed of said Limited Liability Company, before me.

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

IN THE PRESENCE OF:



**WDB Funding, LLC**

*Andrew Peltore*  
 Witness  
 \_\_\_\_\_  
 Witness

By: *Andrew Peltore* (Seal)  
 Its: \_\_\_\_\_

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

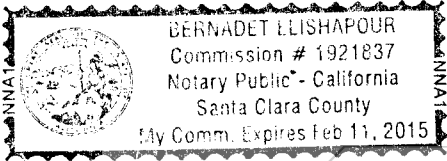
State of California

County of Santa Clara

On 15th day of August 2014 before me, Bernadette Elishapour 'Notary Public'

personally appeared Gregory J. Overhage

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Handwritten Signature]

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Loan Modification Agreement

Document Date: N/A Number of Pages: 3

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

- Signer's Name:
Corporate Officer -- Title(s):
Individual
Partner -- Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:

Signer Is Representing:

STATE OF Utah )  
COUNTY OF SALT LAKE ) ss:

Date:

On the 29 day of Sept, 2014, personally appeared Andy OLIVERSON of WDB Funding, L.L.C., signer and sealer of the foregoing instrument who acknowledged the same to be his free act and deed, and the free act and deed of said Limited Liability Company, before me.

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

