

**Fill in this information to identify the case:**

Debtor First Guaranty Mortgage Corporation

United States Bankruptcy Court for the: \_\_\_\_\_ District of Delaware  
(State)

Case number 22-10584

## Official Form 410

## Proof of Claim

04/22

**Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.**

**Filers must leave out or redact** information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

**Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.**

**Part 1: Identify the Claim**

1. Who is the current creditor?	<u>1701 Group LLC</u> Name of the current creditor (the person or entity to be paid for this claim)  Other names the creditor used with the debtor <u>First Guaranty Mortgage</u>	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?  Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	<b>Where should notices to the creditor be sent?</b>  <u>1701 Group LLC</u> <u>Michael Lach</u> <u>1361 S. Highway 160</u> <u>Pahrump, NV 89048</u>  Contact phone _____ Contact email <u>mikelach3@gmail.com</u>  Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	<b>Where should payments to the creditor be sent? (if different)</b>  <u>1017 Group LLC</u> <u>Michael Lach</u> <u>P.O. Box 5801</u> <u>Pahrump, NV 89041</u>  Contact phone <u>310-592-3800</u> Contact email <u>mikelach3@gmail.com</u>
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ <div style="text-align: right;">MM / DD / YYYY</div>	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



## Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?

☒ No

☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: \_\_\_\_ \_\_\_\_ \_\_\_\_ \_\_\_\_

**7. How much is the claim?**

\$ 20,778

**. Does this amount include interest or other charges?**

☒ No

☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim?

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.

Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).

Limit disclosing information that is entitled to privacy, such as health care information.

Lease

9. Is all or part of the claim secured?

☒ No

☐ Yes. The claim is secured by a lien on property.

**Nature or property:**

☐ Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.

☐ Motor vehicle

☐ Other. Describe:

**Basis for perfection:**

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

**Value of property:**

\$\_\_\_\_\_

**Amount of the claim that is secured:**

\$\_\_\_\_\_

**Amount of the claim that is unsecured:** \$ \_\_\_\_\_ (The sum of the secured and unsecured amount should match the amount in line 7.)

**Amount necessary to cure any default as of the date of the petition:** \$\_\_\_\_\_

**Annual Interest Rate** (when case was filed) \_\_\_\_\_ %

☐ Fixed

☐ Variable

10. Is this claim based on a lease?

☐ No

☒ Yes. Amount necessary to cure any default as of the date of the petition. \$7,450

**11. Is this claim subject to a right of setoff?**

☒ No

☐ Yes. Identify the property: \_\_\_\_\_



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check all that apply:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

\$ \_\_\_\_\_

☐ Up to \$3,350\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ \_\_\_\_\_

☐ Wages, salaries, or commissions (up to \$15,150\*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ \_\_\_\_\_

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ \_\_\_\_\_

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ \_\_\_\_\_

☐ Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.

\$ \_\_\_\_\_

\* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?

☒ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ \_\_\_\_\_

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 10/15/2022  
MM / DD / YYYY

/s/Michael Lach  
Signature

Print the name of the person who is completing and signing this claim:

Name Michael Lach  
First name Middle name Last name

Title Manager

Company 1017 Group LLC  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address \_\_\_\_\_

Contact phone \_\_\_\_\_ Email \_\_\_\_\_



# KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (888) 647-1742 | International (310) 751-2626

<b>Debtor:</b> 22-10584 - First Guaranty Mortgage Corporation <b>District:</b> District of Delaware		
<b>Creditor:</b> 1701 Group LLC Michael Lach 1361 S. Highway 160 Pahrump, NV, 89048 <b>Phone:</b> <b>Phone 2:</b> <b>Fax:</b> <b>Email:</b> mikelach3@gmail.com	<b>Has Supporting Documentation:</b> Yes, supporting documentation successfully uploaded <b>Related Document Statement:</b>	
	<b>Has Related Claim:</b> No <b>Related Claim Filed By:</b>	
	<b>Filing Party:</b> Authorized agent	
<b>Disbursement/Notice Parties:</b> 1017 Group LLC Michael Lach P.O. Box 5801 Pahrump, NV, 89041 <b>Phone:</b> 310-592-3800 <b>Phone 2:</b> <b>Fax:</b> <b>E-mail:</b> mikelach3@gmail.com <b>DISBURSEMENT ADDRESS</b>		
<b>Other Names Used with Debtor:</b> First Guaranty Mortgage	<b>Amends Claim:</b> No <b>Acquired Claim:</b> No	
<b>Basis of Claim:</b> Lease	<b>Last 4 Digits:</b> No	<b>Uniform Claim Identifier:</b>
<b>Total Amount of Claim:</b> 20,778	<b>Includes Interest or Charges:</b> No	
<b>Has Priority Claim:</b> No	<b>Priority Under:</b>	
<b>Has Secured Claim:</b> No <b>Amount of 503(b)(9):</b> No <b>Based on Lease:</b> Yes, 7,450 <b>Subject to Right of Setoff:</b> No	<b>Nature of Secured Amount:</b> <b>Value of Property:</b> <b>Annual Interest Rate:</b> <b>Arrearage Amount:</b> <b>Basis for Perfection:</b> <b>Amount Unsecured:</b>	
<b>Submitted By:</b> Michael Lach on 15-Oct-2022 10:47:41 a.m. Eastern Time <b>Title:</b> Manager <b>Company:</b> 1017 Group LLC		

ID: 25776309

PIN: FYe3KMT0

United States Bankruptcy Court for the District of Delaware

Indicate Debtor against which you assert a claim by checking the appropriate box below. **(Check only one Debtor per claim form.)**

☒ First Guaranty Mortgage Corporation (Case No. 22-10584)

☐ Maverick II Holdings, LLC (Case No. 22-10583)

## Official Form 410 Proof of Claim

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Other than a claim under 11 U.S.C. § 503(b)(9), this form should not be used to make a claim for an administrative expense arising after the commencement of the case.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed.

### Part 1: Identify the Claim

NameID: 15068067

1. Who is the current creditor?

1017 Group LLC

Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor \_\_\_\_\_

2. Has this claim been acquired from someone else?

☒ No

☐ Yes. From whom? \_\_\_\_\_

3. Where should notices and payments to the creditor be sent?

Where should notices to the creditor be sent?

1017 Group LLC  
Attn Michael Lach  
PO Box ~~2017~~ 5801  
Pahrump, NV 89041

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Address \_\_\_\_\_

Contact phone 310-592-3800

Contact email MIKELACH3@GMAIL.COM

Uniform claim identifier for electronic payments in chapter 13 (if you use one): \_\_\_\_\_

Where should payments to the creditor be sent? (if different)

MICHAEL LACH

Name

P.O. Box 5801

Number

Street

PAHRUMP

City

NV

State

89041

ZIP Code

U.S.A.

Country

Contact phone 310-592-3800

Contact email MIKELACH3@GMAIL.COM

4. Does this claim amend one already filed?

☒ No

☐ Yes. Claim number on court claims registry (if known) \_\_\_\_\_

Filed on \_\_\_\_\_

MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?

☒ No

☐ Yes. Who made the earlier filing? \_\_\_\_\_



**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor?



No



Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: \_\_\_\_\_

7. How much is the claim?

\$

20,778<sup>00</sup>

Does this amount include interest or other charges?



No



Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim?

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.

Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).

Limit disclosing information that is entitled to privacy, such as health care information.

LEASE SPACE - OFFICE

9. Is all or part of the claim secured?



No



Yes. The claim is secured by a lien on property.

**Nature of property:**



Real estate: If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.



Motor vehicle



Other. Describe: \_\_\_\_\_

**Basis for perfection:** \_\_\_\_\_

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

**Value of property:**

\$ \_\_\_\_\_

**Amount of the claim that is secured:**

\$ \_\_\_\_\_

**Amount of the claim that is unsecured:**

\$ \_\_\_\_\_ (The sum of the secured and unsecured amount should match the amount in line 7.)

**Amount necessary to cure any default as of the date of the petition:** \$ \_\_\_\_\_

**Annual Interest Rate** (when case was filed) \_\_\_\_\_ %



Fixed



Variable

10. Is this claim based on a lease?



No



Yes. Amount necessary to cure any default as of the date of the petition.

\$ 3,396

11. Is this claim subject to a right of setoff?



No



Yes. Identify the property: \_\_\_\_\_





12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check all that apply:

Amount entitled to priority

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). \$

☐ Up to \$3,350\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). \$

☐ Wages, salaries, or commissions (up to \$15,150\* earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). \$

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). \$

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). \$

☐ Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies. \$

\* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?

☒ No

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\$

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A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 09-19-2022  
MM / DD / YYYY

[Signature]  
Signature

Print the name of the person who is completing and signing this claim:

Name MICHAEL LACH  
First name Middle name Last name

Title MANAGER 1017 GROUP LLC

Company  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address  
Number Street

City State ZIP Code Country

Contact phone Email



## LEASE AGREEMENT

THIS AGREEMENT, made by and between the **1017 Group LLC**, hereinafter referred to as “Lessor”, **First Guaranty Mortgage Corporation, Virginia Corporation**, hereinafter referred to as “Lessee”;

### WITNESSETH:

WHEREAS, Lessor is the owner of the premises at **1017 E. Basin Avenue** and

WHEREAS, Lessee desires to lease the described premises for the purposes contained herein;

NOW, THEREFORE, Lessor and Lessee agree as follows:

#### 1.0 Premises:

For and in consideration of the premises, the rents reserved herein, the covenants and agreements herein contained, and other valuable consideration, Lessee does hereby hire and take from Lessor, and Lessor does hereby grant and lease to Lessee, that office and building space described in Exhibit A, upon the terms and agreements and conditions that follow. Exhibit A is attached hereto and by this reference made a part hereof.

#### 2.0 Terms:

2.1 The terms of this Lease shall be for a period of two (2) years beginning February 1, 2022 and ending January 1, 2024.

2.2 Lessor is granting Lessee the option for an additional two years with a 3% increase each year. To exercise this option Lessee must provide Lessor a sixty (60) day written notice prior to the end of the first term.

#### 3.0 Governing Law:

Lessor and Lessee agree that the laws of the State of Nevada shall govern the validity, construction, interpretation and effect of this lease. Any and all disputes arising out of or in connection with the lease shall be litigated only in the 5th Judicial District Court in and for the County of Nye, State of Nevada, and First Guaranty Mortgage Corporation hereby expressly consents to the jurisdiction of said court.



#### 4.0 Rent:

4.1 Lessor reserves and Lessee agrees to pay rent for the premises and equipment, without notice or demand, to Lessor in the amount stated below in paragraph 4.2 during the term of this lease. An amount of \$3,298, which is equal to the first month's rent of \$1,053 + \$80 water, sewer and trash, a security deposit of \$1,000, and the last month's rent of \$1,085 + \$80 water, sewer and trash, is due prior to move in. Insurance certificate and move in payment is due prior to move in.

4.2 Monthly rent for the term of this lease will be as follows: \$1,133 a month for the first 12 months (\$1,053 rent + \$80 water, sewer and trash). Rents for months 13-24 of the lease will increase 3% to \$1,165 (\$1,085 rent + \$80 water, sewer and trash). Lease payment is due on the first (1<sup>st</sup>) day of each month and tenant shall pay a late fee of \$25 per day, beginning with the 5<sup>th</sup> day after the due date for each payment that is past due. All lease payments should be made payable to 1017 Group LLC and electronically deposited into Lessor's account. Lessor will provide information for electronic deposits.

#### 5.0 Use of the Premises:

Lessee will use and occupy the premises for the purpose of Mortgage Lending Office. Use for any other purpose is prohibited without first obtaining the written consent of Lessor. Lessee will conform to and comply with all applicable municipal, state, and federal laws in using the premises, and will not use or suffer to be used the premises in any manner in contravention of any applicable municipal, state or federal law, nor in such a manner that will increase the existing rate for property insurance for the premises.

#### 6.0 Condition of Premises and Repairs:

Lessee has examined the premises prior to the execution hereof, knows the condition thereof, and acknowledges that Lessee has received the premises in good order and condition, and that no representation or warranty as to the condition or repair of the premises has been made by Lessor. At the expiration of the term of this Lease, or any renewal or extension thereof, Lessee will yield up peaceably the premises to Lessor in as good order and condition as when the same were entered upon by Lessee, loss by fire or inevitable accident, damage by the elements, and reasonable use and wear expected.

#### 7.0 Alterations, Additions and Improvements:

7.1 Lessee shall not make, or suffer or permit to be made, any alterations, additions, or improvements whatsoever in or about the premises without first obtaining the written consent of Lessor therefore; provided, however, that such consent, if given, will be subject to the express condition that any and all alterations, additions, and improvements shall be done at Lessee's own expense, and that no liens of mechanics, material men, laborers, architects, artisans, contractors, subcontractors, or any other lien of any kind whatsoever shall be created against or imposed upon the premises or any part thereof.

7.2 Alterations, additions, or improvements on or in the leased premises at the commencement of the lease term, and that may be thereafter erected or installed therein, shall become part of the premises and the sole property of Lessor, except that all moveable nonfixtures installed by Lessee shall be and remain Lessee's property and shall not become the property of Lessor.

8.0 Service to the Premises:

8.1 Where a check mark is placed in the box of the column under a party below, it is that party's responsibility to pay for those services to the premises. Items not checked shall not be the responsibility of either party.

<u>Lessor</u>	<u>Lessee</u>	
( )	(X )	Water/Sewer/Trash (standard \$80 month*)
( )	(X )	Electricity (units metered separately)
(X )	( )	Refuse Removal
( )	(X )	Heating and Cooling Systems Servicing Unit
( )	(X )	Light Fixtures Inside of Unit
( )	(X )	Telephone Installation and Service for Unit
(X )	( )	Landscaping
(X )	( )	Exterior Maintenance

\* additional water and sewer fees will be charged should lessee's usage exceed 300 gallons per day.

8.2 Lessee shall furnish and pay for any services or supplies not itemized above.

9.0 Lessor's Right of Entry:

Lessor shall be furnished a key and have the right, at any reasonable time, to enter upon the premises to inspect the same and to make any and all improvements, alterations, and additions of any kind whatsoever upon the premises, providing such improvements, alterations, and additions are reasonably necessary or convenient to the use to which the premises are being put at the time, but at no time shall Lessor be compelled or required to make any improvements, alterations, or additions.

10.0 Assignment and Subletting:

This Lease shall not be assigned, subleased, or mortgaged in whole or in part without the written consent of Lessor.

#### 11.0 Exterior Signage

The Lessee shall incur all costs associated with purchasing signage for the building and must get approval from Lessor prior to the installation of any signage or fixtures to the exterior of the building. See attached Exhibit B. All costs associated with changing out the face of the sign will be bore by the Lessee.

#### 12.0 Condemnation:

12.1 In the event the premises, or any part thereof, are taken, damaged consequentially or otherwise, or condemned by public authority, this Lease shall terminate as to the part so taken, as of the date title shall vest in said public authority, and the rental reserved shall be adjusted so that Lessee shall be required to pay for the remainder of the term of that portion of the rent reserved in the proportion that the premises remaining after the taking, damaging, or condemnation bears to the whole of the premises before the taking, damaging or condemnation. All damages and payments resulting from said taking, damaging or condemnation of the premises shall accrue to and belong to Lessor, and Lessee shall have no right to any part thereof.

12.2 In the event only a part of the premises is taken and the portion remaining is unsuitable or insufficient for Lessee's purposes, Lessee has the right or option to terminate the Lease as to the remaining portion by giving written notice to Lessor specifying the date of termination.

#### 13.0 Destruction:

13.1 If at any time during the term of this Lease, or any extension or renewal thereof, the premises shall be totally or partially destroyed by fire, earthquake, or other calamity, then Lessor shall have the option to rebuild or repair the same, provided written notice of such intent to rebuild or repair shall be sent to Lessee within the period of 30 days after the damaging event; and to rebuild or repair the same in as good condition as they were immediately prior to such calamity. In such case, a just and proportionate part of the rental herein specified shall be abated until such premises shall have been rebuilt and repaired. In case, however, Lessor elects not to rebuild or repair said premises, Lessor shall so notify Lessee by written notice within the period of 30 days after the damaging event, and thereupon this Lease shall terminate.

13.2 In the event of termination of this Lease under the terms of clause 13.1, the Lessee shall have 30 days to vacate the premises.

13.3 All notices sent under the terms of this provision shall conform to the provisions of Section 20.0, "Modification," and Section 21.0, "Notice."

#### 14.0 Code and Regulations:

Lessor shall be required to meet all federal, state, and local codes and regulations. In addition, Lessor shall be required to:

14.1 Respond in writing to Lessee complaints within five (5) working days after receipt of a written complaint from Lessee.

14.2 Determine the cause of and remedy any building deficiencies.

15.0 Termination:

15.1 In the event Lessee fails to pay rent as required herein, Lessee shall be in default of this lease, which default must be cured or removed without notice within 15 days from the date of the rental payment as due and payable, or else Lessor may terminate this Lease forthwith in accordance with applicable law.

15.2 If the building is sold, the new owner(s) shall have the right to terminate this lease with 120 days written notice. This option must be executed within 30 days after the transfer of the property or it expires.

16.0 Default:

Lessor shall, on default with respect to any of the provisions of this Lease by Lessee, except for the payment of rent, provide Lessee with a written notice of any breach of the Lease terms or conditions and Lessee shall then have 30 days either to correct the condition or commence corrective action of the condition. If the condition cannot be corrected in 30 days, Lessee shall have a reasonable time to complete the correction. Lessor may elect to enforce the terms and conditions of the Lease by any other method available under the law.

17.0 Waivers:

The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.

18.0 Binding on Heirs, Successors, and Assigns:

This agreement shall be binding upon and inure to the benefit of their heirs, personal representatives, and permitted assigns, as applicable, of the Lessor and the Lessee.

19.0 Entire Agreement:

This Agreement (with its attachments, if any) constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral and written, relating hereto. Any amendment hereof must be in accord with the following Section 20.0 on "Modification." If any conditions of this agreement are not in accordance with local, state or federal ordinances than that portion and only that portion shall be omitted from the lease and the remainder of the lease shall remain in full force and effect.

20.0 Modification:

This Lease may be amended at any time only upon mutual agreement in writing of the parties.

21.0 Notice:

Any notice to either party hereunder must be in writing, signed by the party giving it and shall be served either personally or by registered or certified mail addressed as follows:

TO THE LESSEE: First Guaranty Mortgage Corporation  
5800 Tennyson Parkway, Suite 450  
Plano TX 75024

COPY TO LESSEE: First Guaranty Mortgage Corporation  
Chief Legal Officer  
5800 Tennyson Parkway, Suite 450  
Plano TX 75024

TO THE LESSOR: 1017 GROUP LLC  
ATTN: Michael Lach  
PO Box 5801  
Pahrump NV 89041

or to such other addressee as may be hereafter designated by written notice. All such notices shall be effective only when received by the addressee.

22.0 Access:

Lessee has the right of reasonable ingress and egress and to parking facilities. Each Unit has 4 assigned parking spaces in the lot. If Lessee needs more spaces, they must discuss with Lessor who will assign up to 2 more spaces in designated location.

23.0 Discrimination:

In the use or occupancy of the premises, Lessee will not discriminate unlawfully against any person on the basis of race, color, national origin, religion, sex, or handicap.

24.0 Quiet Enjoyment:

On payment of rents and performance of the covenants and agreements on the part of Lessee to be paid and performed hereunder, Lessee shall peaceably have and enjoy the leased premises and all of the rights, privileges, and appurtenances granted herein.

25.0 Lessee's Insurance and Indemnification Provisions:

25.1 During the term of this Lease and any extension thereof, Lessee shall maintain in force Commercial General Liability insurance in the amount of **\$1,000,000** per occurrence and **\$1,000,000** Annual Aggregate or self insurance sufficient to cover the Lessee's liability under NRS Chapter 41. Coverage shall include liability arising out of bodily injury, wrongful death, and property damage.

25.2 The Lessee agrees to indemnify and hold Lessor harmless from any loss, damage, liability, cost or expense to the person or property of another which was caused by an act or omission of the Lessee, its officers, employees, and agents under this Lease.

25.3 Lessee agrees to provide property insurance on the building if Lessee occupies the entire building, otherwise Lessor shall provide property insurance for the building.

25.4 Lessee shall carry and provide proof of workers' compensation insurance if such insurance is required of Lessee by NRS 616B.627 or proof that compliance with the provisions of Nevada Revised Statutes, Chapters 616A-D and all other related chapters, is not required.

26.0 Lessor's Insurance and Indemnification Provisions:

26.1 The Lessor agrees to indemnify and hold Lessee harmless from any loss, damage, liability, cost or expense to the person or property of another which was caused by an act or omission of the Lessor, its officers, employees, and agents under this Lease.

26.2 Lessor shall, at Lessor's sole expense, procure, maintain, and keep in force for the duration of the Lease the following insurance conforming to the minimum requirements specified below. Unless specifically noted herein or otherwise agreed to by the Lessee, the required insurance shall be in effect at commencement of the Lease and shall continue in force as appropriate until the lease expires and Lessee vacates the premises.

Commercial General Liability Insurance  
Minimum limits required:  
\$1,000,000 General Aggregate  
\$1,000,000 Personal Injury  
\$1,000,000 Each Occurrence

27.0 Dispute resolution procedure:

The Lessee and the Lessor shall each designate one person. These two individuals shall be called the "Administration Committee" and shall meet quarterly, if necessary, to discuss the administration of this lease. Any disagreement between the parties shall be referred to the Administration Committee before any party initiates any legal action under this lease.

28.0 Subordination:

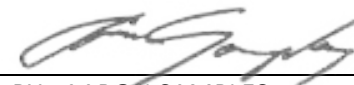
Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Leased Premises or



the Facility, and Tenant agrees upon demand to execute such further instruments subordinating this Lease to the holder of any such liens as Landlord may request. In the event that Tenant should fail to execute any instrument of subordination herein required to be executed by Tenant promptly as requested, Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is one coupled with an interest.

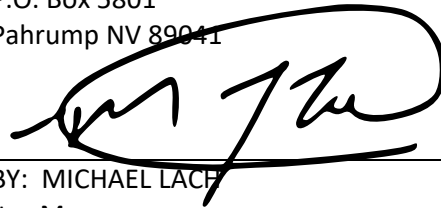
IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement on this 8th day of February, 2022.

LESSEE:  
First Guaranty Mortgage Corporation  
5800 Tennyson Parkway, Suite 450  
Plano TX 75024



BY: AARON SAMPLES  
Its: CEO

LESSOR:  
1017 GROUP LLC  
P.O. Box 5801  
Pahrump NV 89041



BY: MICHAEL LACH  
Its: Manager

**EXHIBIT A**

**Description of Office or Building Space**

Building Name: 1017 E. Basin Avenue Property

Address: 1017 E. BASIN AVENUE

SUITE 5

PAHRUMP NV 89060

Suite Number(s): SUITE 5

## **EXHIBIT B**

### **SIGN CRITERIA**

1. Lessee may, at Lessee's expense, cause to be manufactured or fabricated, and maintain a sign on the demised premises in compliance with the sign specifications described herein. Once erected the sign boxes become a fixture of the building and become property of the Lessor.

2. Sign boxes shall be located on the front of the building above Lessee's entrance and will be 7' x 3' in size with a depth of 5 ½ inches. All boxes shall have cap trim color to match the existing building signs. No gold, silver or other color trim cap is allowed.

3. Prior to fabrication of the sign face, two color copies of the design must be submitted to landlord for approval.

4. The copy on the sign to consist of the trade name of store only.

5. All signs will be illuminated with LED or Fluorescent lighting. Incandescent lighting is not allowed.

6. There will be no animated, flashing action or audible signs. There shall be no exposed neon signs other than an "Open" sign that is no larger than 3 square feet in size.

7. Location of sign placement shall be at the sole discretion of the landlord.

8. Lessee is allowed to stick vinyl lettering on the inside of the front door consisting of the trade name of the store only in an area not to exceed 3 square feet.

9. Lessor will return the face of the sign to the Lessee provided Lessee submits a written request to Lessor within 30 days from the termination date of this lease. If a written request is not received within the 30 days, Lessor may dispose of Lessee's sign face.