UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v. **CASE NO.: 20-cv-81205-RAR**

COMPLETE BUSINESS SOLUTIONS GROUP, INC. d/b/a/ PAR FUNDING, et al.,

Defendants.
_____/

DECLARATION OF CHRISTOPHER MCMORROW

Pursuant to 28 U.S.C. Section 1746, the undersigned states as follows:

1. My name is Christopher McMorrow. I am over twenty-one years of age and have personal knowledge of the matters set forth in this Declaration.

2. I have an entity called M.K. One Income Fund, located in Pennsylvania. The M.K. One Income Fund invested in Complete Business Solutions Group ("CBSG") promissory notes using investor funds raised from the M.K. One Income Fund's offer and sale of promissory notes to investors.

3. I first heard about the opportunity to create an investment fund to raise money for CBSG from Dean Vagnozzi.

4. In September 2018, I executed Management Services Agreements on behalf of the M.K. One Income Fund with ABFP Management. A true and correct copy of the Management Services Agreement is attached as Exhibit A.

5. Dean Vagnozzi and ABFP Management helped distribute investor funds, facilitated the purchase of the CBSG notes, and provided training and guidance on investor solicitation. Vagnozzi provided promotional videos and other marketing information, and CBSG provided marketing brochures. Vagnozzi also provided me with the information contained in the Agent Guide attached as Exhibit B and at Vagnozzi's recommendation I utilized his attorney, John Pauciulo, to create the M.K. One Income Fund and a Private Placement Memorandum, and added an employee of A Better Financial Plan to the M.K. One Income Fund's bank accounts. My primary contact at CBSG was Perry Abbonizio.

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6. Since 2018, the M.K. One Income Fund raised a total of $1,353,425 from investors and ABFP Management sent these funds to CBSG in exchange for CBSG promissory notes issued to the M.K. One Income Fund. As set forth in the Management Services Agreement, ABFP Management receives a percentage of the M.K. One Income Fund's profits in connection with these sales.

7. In May 2020, M.K. One Income Fund investors agreed to exchange their promissory notes for amended notes offering lower investment returns. Attached as Exhibit C is a true and correct copy of this note.

8. I declare under penalty of perjury that the foregoing is true, correct, and made in good faith.

Executed this 11th day of August 2020.

Christopher McMorrow

Section D - Management Agreement

MANAGEMENT SERVICES AGREEMENT

This Management Services Agreement (this "Agreement") is made and entered into as of December 7, 2018 ("Effective Date") by and between ABFP MANAGEMENT COMPANY LLC, a Delaware limited liability company ("ManagementCo") and M.K. One Income Fund LLC a **Delaware** limited liability company ("Company").

BACKGROUND

ManagementCo is engaged in the business of, among other things, providing management services related to organizing and operating companies formed for the purpose of raising funds from investors and using the proceeds to invest in various asset classes but not in publicly traded securities ("Alternative Asset Classes") and generating a return for the investors.

Company has been organized by Christopher McMorrow for the purpose of raising funds and using the proceeds to invest in various Alternative Asset Classes. Company desires to hire and engage ManagementCo to perform certain management services necessary for the operation of the Company as more fully described in Section 2 of this Agreement (collectively, the "Services").

ManagementCo agrees to provide the Services to and for the benefit of Company on the terms and conditions set forth in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and intending to be legally bound by the terms of this Agreement, the parties agree, as follows:

1. Management Services. Company hereby engages exclusively ManagementCo to provide, and Manager hereby agrees to provide, in accordance with the terms and conditions of this Agreement, all of the Services.

2. Scope of Services.

(a) Services Provided. ManagementCo shall provide the following Services to and for the benefit of Company: (i) advise Company with respect to methods and techniques of raising funds from investors; (ii) establish escrow and/or bank accounts for the receipt and disbursement of funds received by Company from persons investing in Company; (iii) calculating amounts to be disbursed to persons investing in and with Company based on the nature of Company's business and documents provided by Company to ManagementCo; (iv) facilitate the making of distributions by Company to its investors; (v) advise Company generally with respect the benefits and risks of various Alternative Asset Classes; (vi) introduce Company to persons and entities from whom Company may acquire assets or in which Company may make investments ("Alternative Asset Sources"); (vii) establish a spreadsheet which lists the names of the investors,

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Company to service providers who may provide legal, accounting, tax or other professional services.

(b) Services Not Provided. Notwithstanding any term or provision in this Agreement to the contrary, ManagementCo shall not, at any time: (i) identify, select or advise Company in connection with the identification and selection of any particular individual asset; (ii) meet with any of Company's prospective investors; (iii) provide legal advice; (iv) provide accounting advice; and/or (v) execute any contract or document on behalf of Company.

3. Fees for Services. In consideration of ManagementCo's provision of the Management Services and other undertakings hereunder, from and after the Effective Date, and ending on the date of expiration or termination of this Agreement as set forth herein, the Company shall pay to ManagementCo an amount equal to twenty-five percent (25%) of net revenue generated by the Company (the "Management Fee"). The Management Fee shall be calculated each calendar quarter and shall be due and payable within ten (10) days after the end of each quarter. Upon the request of the ManagementCo, the Company shall deliver to ManagementCo such books, records, documents, bank account statement and financial statements as ManagementCo reasonably may request in order to confirm the amount of the Management Fee for any given period.

4. Term and Termination.

(a) This Agreement shall commence as of the Effective Date and continue in full force and effect at all times during which the Company operates and conducts business (the "Term"), unless terminated earlier as provided herein.

(b) This Agreement shall terminate automatically and without further notice or action of the parties upon the expiration of Term unless otherwise extended by the parties. This Agreement may also be terminated as follows: (i) by written consent signed by ManagementCo and Company; (ii) by a party upon the filing of a petition in bankruptcy with respect to the other Party or the insolvency of the other party, in each case after written notice and a ninety (90)-day opportunity to cure; and (iii) by either party pursuant to the other party's material breach of their obligations under this Agreement, after written notice and a thirty (30) day opportunity to cure any material breach.

5. Independent Contractor. Nothing herein shall be construed to create a joint venture or partnership between ManagementCo and Company or an employee/employer relationship. ManagementCo shall be an independent contractor of the Company pursuant to this Agreement and no party shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of any other party or to bind the other party to any contract, agreement or undertaking with any third party.

6. Confidential Information. Company acknowledges that it will receive from ManagementCo certain information with respect to the organization and operation of business

entities for the purpose of acquiring and investing in Alternative Asset Classes, including the names of persons and entities engaged in the business of buying, selling, owning and managing Alternative Asset Classes (the "Confidential Information"). Company shall maintain as confidential, and not disclose, any of the Confidential Information, to any third person or entity, either directly or indirectly, except with the express prior written permission of ManagementCo, provided, however, that the confidentiality provisions of this paragraph shall not apply to any part of said information which: (i) was known to Company before the Effective Date, as evidenced by written documentation; (ii) is acquired from a third party that has the right to disclose such information without breaching any duties or obligations of confidentiality to ManagementCo or any other third party; (iii) is or becomes available in the public domain other than by violation of this Agreement.

7. Non-circumvention and Exclusivity.

(a) Non-Circumvention. Company and its members, managers, shareholders, directors, officers, partners and agents, individually and jointly, shall not, directly or indirectly, (i) participate in any attempt to circumvent or interfere with the relationships of ManagementCo, its members and/or its affiliates with any of their existing or potential business contacts, business associates, customers, prospective customers, suppliers, service providers, financing and capital sources, lenders, banks, investors, investment banking sources, professional advisers, or sources of business or referrals, whether or not such relationships with such persons or entities is formalized by a signed written agreement, or arises from or in connection with any entities controlled by the ManagementCo or its sole member ("ABFP Business Contacts"), or (ii) solicit, appropriate, misappropriate, or use (or participate in any attempt to solicit, appropriate, misappropriate, or use) ABFP Business Contacts for their own benefit or financial gain, except after full disclosure to ManagementCo and receipt of ManagementCo's express, prior written consent. Company its members, managers, shareholders, directors, officers, partners and agents shall not enter into any negotiation, transaction or other business relationship with any ABFP Business Contact, except as approved in advance or instructed by ManagementCo in writing.

(b) Exclusivity. Company shall acquire assets solely and exclusively from the Alternative Asset Source identified by ManagementCo and from no other source without the prior written consent of the ManagementCo which consent may be withheld for any reason or no reason.

8. Liquidated Damages. Company acknowledges and agrees that a violation of any of Company's obligations under this Agreement will cause irreparable damage to ManagementCo the exact amount of which it will be impossible to ascertain and that the Confidential Information has a value which may exceed the amount of the Management Fee because effective use of the Confidential Information may generate revenue in amounts greater than the Management Fee and, for these reasons, Company agrees that ManagementCo shall be entitled to (i) injunctive relief restraining any violation of Agent's obligations under this Agreement and any person or entity affiliated with Agent and (ii) liquidated damages in an amount equal to the sum of $75,000.00.

9. Compliance and Indemnity. Company represents and warrants to ManagementCo that, at all times while this Agreement remains in effect, it will comply with all federal, state or local laws, statutes, regulations or orders related to the offering and sale of its securities (the "Securities Laws"). Company shall indemnify and hold harmless ManagementCo from any costs, expenses, damages, losses, fines, penalties, or claims, including but not limited to legal fees, arising from or relating to any Company's violation or alleged violation of any of the Securities Laws expressly including but not limited to claims asserted by Company's members or investors or any investigation, action or proceeding initiated or conducted by and federal or state governmental agency or authority.

10. Arbitration. Except for ManagementCo's election to pursue injunctive relief to enforce Sections 6 and/or 7 of this Agreement, any controversies arising under this Agreement, including the assessment and payment of liquidated damages, shall be decided finally by an arbitrator in an arbitration proceeding conforming to the Rules of the American Arbitration Association applicable to commercial arbitration. The arbitrator shall be appointed by ManagementCo and shall be impartial. The arbitration shall take place in King of Prussia, Pennsylvania. The decision of the arbitrator shall be conclusively binding upon the parties and final, and such decision shall be enforceable as a judgment in any court of competent jurisdiction. All costs and expenses incurred by a party in connection with any arbitration proceeding, expressly including legal fees, shall be paid by the party against whom judgment is rendered by the arbitrator.

11. Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given if delivered in person or sent by overnight delivery, confirmed telecopy or prepaid first class registered or certified mail, return receipt requested, to the following addresses, or such other addresses as are given to the other parties to this Agreement in the manner set forth herein:

If to Company: MK One Income Fund LLC
373 E. Main St #109
Collegeville, PA 19426

If to ManagementCo: ABFP Management Company LLC
Attention: Dean Vagnozzi
234 Mall Boulevard, Suite 270
King of Prussia, Pennsylvania 19406

With a copy to: Eckert Seamans Cherin & Mellott, LLC
Two Liberty Place, 22nd Floor
50 South 16th Street
Philadelphia, Pennsylvania 19102

Any such notices shall be effective when delivered in person or sent by telecopy, one business day after being sent by overnight delivery or three business days after being sent by registered or certified mail. Any of the foregoing addresses may be changed by giving notice of such change

in the foregoing manner, except that notices for changes of address shall be effective only upon receipt.

12. Binding Effect. The terms of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, successors and assigns.

13. Integration-Amendment. This Agreement contains the entire agreement between the parties hereto, with respect to the transactions contemplated herein and supersedes all previous representations, negotiations, commitments and writings with respect thereto. No amendment or alteration of the terms of this Agreement shall be valid unless made in writing and signed by all of the parties hereto. This is the Non-Compete and Confidentiality Agreement referred to in the Acquisition Agreement.

14. Counterparts - Facsimile. This Agreement may be executed in one or more counterparts each of which will be deemed an original and all of which together will constitute one and the same instrument. This Agreement may be executed and accepted by facsimile signature and any such signature shall be of the same force and effect as an original signature.

15. Waiver. The failure of either party to insist, in any one or more instances, upon performance of any of the terms or conditions of this Agreement shall not be construed as a waiver of future performance of any such term, covenant or condition, and the obligations of either party with respect thereto shall continue in full force and effect.

16. Review By Counsel. Company represents and warrants that counsel for Company has reviewed this Agreement and that Company has been informed by counsel that the terms and provisions contained herein are enforceable.

[SIGNATURE PAGE TO MANAGEMENT SERVICES AGREEMENT]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

ABFP Management Company LLC

By: _____
Name: Dean Vagnozzi
Title: Sole Member

Company:

By: _____
Name:
Title: Managing Partner

For the purposes of being legally bound by the terms of Sections 6 and 7 of this Agreement, each of the following individuals have executed this Agreement as of this 7 day of December, 2018

X_____

[Note: This signature line is for the person organizing the Company.]

Section E - Non-Disclosure

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement is made on this 7 day of December 20 18 by and between Christopher McMorrow, an individual residing in Pottstown, PA ("Recipient"), A Better Financial Plan.com, LLC, a Pennsylvania limited liability company ("ABFP") and Dean Vagnozzi, an individual residing in Pennsylvania ("DV" and, together with "ABFP", the "Disclosing Party").

Recitals

Disclosing Party has developed through substantial effort, time and expense certain business methods, techniques, strategies, know-how, and trade secrets related to capital raising, investment fund formation and management and investing in assets other than publically traded securities (collectively, the "Confidential Information'). Disclosing Party desires to disclose the Information on a confidential basis so that Recipient (i) may evaluate the possibility of a business relationship with Disclosing Party and (ii) may use the Confidential Information in connection with a business relationship with the Disclosing Party. Receiving Party desires to learn of the Confidential Information on a confidential basis for evaluating the possibility of and in connection with a business relationship with Disclosing Party.

Now therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and intending to be legally bound, the Disclosing Party and Recipient agree as follows:

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1. Recipient agrees: (i) to hold Confidential Information in strict confidence and not disclose all or any portion of the Confidential Information to any person or entity other than Recipient's legal advisor; and (ii) to only use Confidential Information for the purpose evaluating a business relationship with Disclosing Party and, if such business relationship is established, in connection with such on-going business relationship with Disclosing Party or his affiliate and for no other purpose.

2. Confidential Information will not include information which Recipient can establish: (i) is or, through no breach of this Agreement by the Recipient, later becomes generally known or available to the public; (ii) was in Recipient's possession, without restriction as to use or disclosure, prior to receipt from the Disclosing Party; (iii) is hereafter furnished to the Recipient by a third party, without restriction as to use or disclosure; (iv) was independently developed by Recipient; or (v) is required to be disclosed pursuant to law, *provided*, that the Recipient gives the Disclosing Party prompt notice of and a reasonable opportunity to challenge such required disclosure; and *provided, further*, that disclosure may be made only to the extent to which Recipient is legally required.

3. Upon request of the Disclosing Party, the Recipient will promptly: (i) return to the Disclosing Party or destroy all physical materials containing or consisting of Confidential Information and all hard copies thereof; and (ii) destroy all electronically stored Confidential Information in Recipient's possession or control.

4. Nothing in this Agreement will: (i) obligate either party to enter into any further agreement with the other or disclose any particular information; or (ii) create any partnership, agency, joint venture, or licensing agreement between the parties.

5. Recipient acknowledges that all of the Confidential Information is owned solely by the Disclosing Party (or its licensors or affiliates) and that the unauthorized disclosure or use of such Confidential Information could cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Therefore, in the event of any breach of this Agreement, the Disclosing Party is entitled to seek all forms of equitable relief, in addition to all other remedies available at law or in equity.

6. For the term of this Agreement, Recipient will not employ or solicit for employment any person who is currently employed by the Disclosing Party; *provided*, however, that Recipient may employ any such person who contacts the Recipient: (i) solely on his own initiative, or (ii) in response to advertisements, which are not specifically directed at employees of the Disclosing Party.

7. Disclosing Party does not make any representation or warranty as to the accuracy or completeness of Confidential Information or any component thereof. Disclosing Party disclaims all liability to Recipient resulting from reliance on the Confidential Information, or any component thereof, by Recipient or any third party to whom such Confidential Information is disclosed.

8. This Agreement will be construed, interpreted, and applied in accordance with the laws of the Commonwealth of Pennsylvania. The parties submit to the exclusive jurisdiction of the state and federal courts in Philadelphia County, Pennsylvania.

9. This Agreement is the complete and exclusive statement regarding the subject matter of this Agreement and supersedes all prior agreements, understandings and communications, oral or written, between the parties regarding the subject matter of this Agreement.

10. No change in or addition to, or waiver of, any provision of this Agreement shall be valid unless in writing and signed on behalf of the party against whom such change, addition or waiver is sought to be enforced.

11. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original without the production of any other counterpart. Any signature hereon delivered by facsimile or electronic transmission shall be deemed to be an original signature.

IN WITNESS WHEREOF, the undersigned have hereto executed this Agreement by a duly authorized officer or representative.

Disclosing Party:

Dean Vagnozzi

Recipient:

X

A Better Financial Plan.com, LLC

By:

Dean Vagnozzi,
Sole Member

Agent Guide

Section A - Getting Started

1) Contact John Pauciulo to get your MCA Income fund started. He can be reached at (215) 851-8480 or via email, jpauciulo@eckertseamans.com

2) You will need to sign an engagement letter with him and pay him $ 5,000 before any work will be completed.

3) You will sign a non-compete with me prior to receiving your fund. The document is designed to protect me from anyone that tries to circumvent this process.

4) It will take about 3 weeks or so to complete your PPM. The total investment on your end will be between 9-12k. The more questions you ask, and changes you make, the more it will cost.

5) You'll need to give John a name for your fund. I named my fund the "ABFP Income Fund."

6) Once John is finished to setting up the fund, you will need to open a bank account at PNC Bank, TD Bank or Wells Fargo. You will need the articles of incorporation, company registration, and the letter with your EIN number you will receive from the IRS. The IRS letter comes in the mail about 2 weeks after John's office files for your EIN.

   Once your account is open with them, you will add Michelle Price as an authorized signer on the account. Michelle will be the one paying handling the check writing on your behalf and paying all investment expenses and investment payouts to your investors as well as the management expense to ABFP Management Company. Michelle is a CPA and is as organized as they get. She will do a fantastic job for you...allowing you to focus on selling.

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7) You will complete all Subscription agreements & Self Directed IRA paperwork with Camaplan (www.camaplan.com) on behalf of your investor, just like you would complete an annuity application. We will teach you how. YOU MUST USE CAMAPLAN SDIRA. Cama is no more expensive than any other SDIRA and we want to keep all of the paperwork with one SDIRA company. Cama will transfer funds on behalf on your investor to your fund's bank account.

8) Once you have at least $200,000 total available funds from investors in your fund's bank account, you will sign a note and security agreement with the MCA company we invest with for a note dated the 10th or 25th of the month. Michelle will wire the funds to them from your fund's bank account.

9) The MCA investment company will pay YOUR fund 20% annually, in 12 equal payments. Michelle will pay your investor his/her monthly cut from that 20% in 12 equal payments. ABFP Management Company will be paid 25 % in 12 equal payments, and the 75% balance will remain in your fund.

10) Legal Expenses, tax prep expenses and other small annual expenses will be paid by you.

11) I am charging my fund investors a $ 100 one-time fee when they invest which will go directly to me to help reimburse me for my start up legal expenses.
You should do the same with your investors.

12) Any questions, reach out to Mike Tierney, mike@abetterfinancialplan.com or Anita, anita@abetterfinancialplan.com

-Dean Vagnozzi

Section B - Paperwork Instructions

CAMAPLAN Investor Accounts

OPENING A NEW CAMAPLAN ACCOUNT

- ONLINE use Camaplan new account web link:
  https://www.camaplan.com/open-camaplan-account/

- OR USE PAPER FORMS
  Download General Application from the website:
  https://www.camaplan.com/resource-center/forms-and-downloads/

*INTERESTED PARTY AUTHORIZATION: This option is offered during online account setup, in a section on the paper application, and as a separate form. If Agent info is filled in, Cama will be able to give you information on your investor's accounts.

FUNDING THE ACCOUNT- TRANSFER OR ROLLOVER

- Download Transfer Form (for IRA) and/or Rollover Form (for 401K or 403b) from website or complete these during online open account setup.

- If you use paper, email all forms and account statements corresponding with the transfer/rollover to info@camaplan.com. An original of the new account, transfer and rollover forms should be mailed to Camaplan also.

- If you open account online, email any additional information to info@camaplan.com (currently, the online process only takes only one transfer or rollover, so email the additional ones in on a form).

- Investors need to initiate Rollovers.

- Investors will get an email from CamaPlan when their funds arrive, transfers usually take 3-4 weeks and rollovers usually take 4-6 weeks. Check on the status of the account funding for your investor at (215) 283-2868.

INITIATE FUND PURCHASE - DEADLINE IS 5TH (for 10th) AND 20th (for 25th)

- Once you verify the investor funds are available at Cama, promptly send 2 scans to michelle@abetterfinancialplan.com. One is the signed Asset Purchase Directive, the second is the total investor paperwork package of note, subscription agreement and direct deposit enrollment. Leave note dates blank.

- When determining investment amount, leave an allowance remaining in the Cama account to cover Cama fees and minimum balance requirements, Cama typically recommends an additional $1,000 to cover this.
- If you'd rather mail in the forms, please mail to Michelle Price, A Better Financial Plan, 234 Mall Blvd, Suite 270, King of Prussia, PA 19406.

Cash Investors

- Deposit investor check into your fund's bank account. Checks take 7 business days to clear when the account is new.
- OR have investor wire funds into your fund's Wells Fargo account.
- Complete note, subscription agreement, and direct deposit form with voided check, and copy of investor check. Leave note dates blank.
- Scan total investor paperwork package and promptly email to michelle@abetterfinancialplan.com - DEADLINE IS 5TH (for 10th) AND 20th (for 25th)
- If you'd rather mail in the forms and/or check, please mail to Michelle Price, A Better Financial Plan, 234 Mall Blvd, Suite 270, King of Prussia, PA 19406.

Section C - Other information

Accounting and Tax

- The Management agreement prohibits us from providing accounting advice. Please consult with your CPA/tax preparer for advice.

- Management company will provide you with interest amounts paid to your investors, you will need to prepare 1099-INT's for your investors (due 1/31). Use an online services like https://www.tax1099.com/, buy paper forms, or you can contact an accountant or bookkeeper to do this for you.

IN WITNESS WHEREOF, the undersigned have hereto executed this Agreement by a duly authorized officer or representative.

Disclosing Party:

_____
Dean Vagnozzi

A Better Financial Plan.com, LLC

By:_____
Dean Vagnozzi,
Sole Member

Recipient:

X_____

AMENDED AND RESTATED PROMISSORY NOTE

FOR VALUE RECEIVED, M. K. ONE INCOME FUND, LLC, a Delaware limited liability company with an address at 373 East Main Street, Suite 109, Collegeville, Pennsylvania 19426 ("Borrower") promises to pay to the order of Jeffrey Vail ("Lender"), in legal tender of the United States, the sum set forth next to Lender's name on Schedule 2 of the Exchange Agreement by and among Borrower and the Lender (the "Principal Amount") together with interest on the unpaid Principal Amount at the rates and on the terms set forth in this Amended and Restated Promissory Note (this "Note").

1. Interest Rate. The Principal Amount shall bear interest at the rate of four percent (4%). Interest shall be calculated on the actual number of days elapsed since the Effective Date (as defined in the Exchange Agreement).

2. Payments of Principal and Interest.

(a) Borrower shall pay interest on the unpaid balance commencing on the fifth (5th) Business Day of the first month following the Effective Date, in arrears, in eighty-four (84) installments.

(b) Borrower shall pay principal commencing on the fifth (5th) Business Day of the month following the first anniversary of the Effective Date, in seventy-two (72) installments, at the following rates: five percent (5%) per year during months 13 to 24 (year 2); ten percent (10%) per year during months 25 to 36 (year 3); fifteen percent (15%) per year during months 37 to 48 (year 4); twenty percent (20%) per year during months 49 to 60 (year 5); and twenty-five percent (25%) per year during months 61 to 84 (years 6 and 7). On the fifth Business Day of the month following the seventh anniversary of the Effective Date (the "Maturity Date"), the final installment of interest and principal will be due in an amount to fully pay the remaining balance. Any accrued and unpaid interest and any remaining outstanding principal shall be due and payable in full on the Maturity Date.

(c) Notwithstanding anything contained herein to the contrary, in the event that any payment is due on a date that is not a Business Day, then the payment shall be due on the first Business Day following such date. For purposes of this Note, the term "Business Day" means any day other than a Saturday, Sunday, legal holiday or day on which banks are authorized or permitted to be closed.

3. Representations and Warranties. Borrower hereby represents and warrants to the Lender (which representations and warranties shall survive until this Note has been paid in full) that:

(a) Power and Authority; Authorization; Enforceability. Borrower has full power, authority and legal right to execute, deliver and comply with the terms of this Note and, upon execution hereof, this Note shall constitute a valid and legally binding obligation of Borrower enforceable in a court of competent jurisdiction for its term.

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(b) Conflict; Breach. The execution and delivery of and compliance with this Note by Borrower will not conflict with or result in a breach of any applicable law, judgment, order, writ, injunction, decree, rule or regulation of any court, administrative agency or other governmental authority, or of any agreement or other document or instrument to which Borrower is a party or by which Borrower is bound.

4. Events of Default. The occurrence of any one or more of the following events shall constitute an event of default hereunder:

(a) Borrower shall fail to make any payment of principal and/or interest due to Lender under this Note when the same shall become due and payable, and such failure continues for a period of ten (10) days;

(b) Other than failure to make a payment required under this Note (which is an event of default under Paragraph (a)), Borrower shall fail to observe or perform any of the covenants or agreements on its part to be observed or performed under this Note within 30 days after written notice from Lender of such non-compliance;

(c) Any representation or warranty of Borrower under this Note shall be untrue in any material respect;

(d) Borrower shall apply for or consent to the appointment of a receiver, trustee or liquidator of Borrower or any of Borrower's property, make a general assignment for the benefit of creditors, be adjudicated a bankrupt or insolvent or file a voluntary petition in bankruptcy, or a petition or an answer seeking reorganization or an arrangement with creditors or to take advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or an answer admitting the material allegations of a petition filed against Borrower in any proceeding under any such law, or if action shall be taken by Borrower for the purpose of effecting any of the foregoing; or

(e) Any order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition seeking reorganization of Borrower or all or a substantial part of Borrower's assets, or appointing a receiver, sequestrator, trustee or liquidator of Borrower or any of Borrower's property, and such order, judgment or decree shall continue unstayed and in effect for any period of 90 days.

5. Remedies. Upon the occurrence of any event of default, Lender shall provide Borrower with written notice setting forth in reasonable detail the nature and the amount of the event of default. If the event of default is not cured within thirty (30) days' of Borrower's receipt of Lender's written notice, then the entire unpaid principal sum of this Note plus all interest accrued thereon plus all other sums due and payable to Lender under this Note shall, at the option of Lender, become due and payable immediately without presentment, demand, notice of nonpayment, protest, notice of protest or other notice of dishonor, all of which are hereby expressly waived by Borrower. In addition to the foregoing, upon the occurrence of any event of default, Lender may forthwith exercise singly, concurrently, successively or otherwise any and all rights and remedies available to Lender under this Note or available to Lender by at law, in equity, under statute or otherwise.

6. Remedies Cumulative, etc.

(a) No right or remedy conferred upon or reserved to Lender hereunder or now or hereafter existing at law or in equity or by statute or other legislative enactment, is intended to be exclusive of any other right or remedy, and each and every such right or remedy shall be cumulative and concurrent, and shall be in addition to every other such right or remedy, and may be pursued singly, concurrently, successively or otherwise, at the sole discretion of Lender, and shall not be exhausted by any one exercise thereof but may be exercised as often as occasion therefor shall occur. No act of Lender shall be deemed or construed as an election to proceed under any one such right or remedy to the exclusion of any other such right or remedy; furthermore, each such right or remedy of Lender shall be separate, distinct and cumulative and none shall be given effect to the exclusion of any other. The failure to exercise or delay in exercising any such right or remedy, or the failure to insist upon strict performance of any term of this Note, shall not be construed as a waiver or release of the same, or of any event of default thereunder, or of any obligation or liability of Borrower thereunder.

(b) Borrower hereby waives presentment, demand, notice of nonpayment, protest, notice of protest or other notice of dishonor, and any and all other notices in connection with any default in the payment of, or any enforcement of the payment of, all amounts due under this Note. To the extent permitted by law, Borrower waives the right to any stay of execution and the benefit of all exemption laws now or hereafter in effect. Borrower further waives and releases all procedural errors, defects and imperfections in any proceedings instituted by Lender under the terms of this Note.

(c) Borrower agrees that any action or proceeding against it to enforce the Note shall be commenced in the Court of Common Pleas for Montgomery County, Pennsylvania and Borrower irrevocably consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and irrevocably waives any objection based upon inconvenience of the forum or otherwise to venue laid therein. Notwithstanding the foregoing, nothing in this Paragraph is intended to prevent Lender from instituting an action in any jurisdiction for the sole and exclusive purpose of enforcing a judgment by a court in the jurisdictions referred to in the preceding sentence.

(d) Borrower waives personal service of process and agrees that a summons and complaint commencing an action or proceeding in any such court shall be properly served if served by registered or certified mail in accordance with the notice provisions set forth herein and Borrower expressly waives any and all defenses to an exercise of personal jurisdiction by any such court.

(e) Borrower hereby knowingly, voluntarily and intentionally waives the right it may have to a trial by jury in respect of any litigation based hereon, arising out of, under or in connection with this Note, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of Borrower or Lender. This provision is a material inducement for Lender entering into this Note.

7. Severability. In the event that for any reason one or more of the provisions of this Note or their application to any person or circumstance shall be held to be invalid, illegal or

unenforceable in any respect or to any extent, such provisions shall nevertheless remain valid, legal and enforceable in all such other respects and to such extent as may be permissible. In addition, any such invalidity, illegality or unenforceability shall not affect any other provisions of this Note, but this Note shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8. Successors and Assigns. This Note inures to the benefit of Lender and its heirs, executors, administrators, personal representatives, successors and assigns, and binds Borrower and its successors and assigns, and the words **"Lender"** and **"Borrower"** whenever occurring herein shall be deemed and construed to include such respective heirs, executors, administrators, personal representatives (as to Lender), successors and assigns, as applicable.

9. Definitions; Number and Gender. In the event Borrower consists of more than one person or entity, the obligations and liabilities hereunder of each of such persons and entities shall be joint and several and the word **"Borrower"** shall mean all or some or any of them. For purposes of this Note, the singular shall be deemed to include the plural and the neuter shall be deemed to include the masculine and feminine, as the context may require.

10. Captions. The captions or headings of the paragraphs in this Note are for convenience only and shall not control or affect the meaning or construction of any of the terms or provisions of this Note.

11. Governing Law. This Note, to the fullest extent permissible, shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, and intending to be legally bound, the undersigned hereto has executed this Note as of the day and year first written above.

BORROWER:

M. K. ONE INCOME FUND, LLC

By:_____
Name: Christopher R. McMorrow
Title: Member

By:_____
Name: Joseph P. Kekoanui, IV
Title: Member

LENDER: [Jeffrey Vail /SIGNATURE NOT REQUIRED]

EXCHANGE AGREEMENT

THIS EXCHANGE AGREEMENT (the "Agreement") is dated as of the Effective Date (as defined below) and is made between M. K. ONE INCOME FUND, LLC, a Delaware limited liability company ("Issuer"), and the person or entity whose name appears on the signature page hereof under the heading "Purchaser" (the "Purchaser").

RECITALS

WHEREAS, Purchaser purchased and acquired one or more promissory notes issued by Issuer (each, an "Original Note" and collectively, the "Original Notes");

WHEREAS, Issuer used the proceeds from the sale of the Original Notes to purchase notes issued by Complete Business Solutions Group, Inc., a Delaware corporation ("CBSG") from time to time (the "CBSG Notes");

WHEREAS, in recognition of the material and long-term adverse impact of the Covid-19 pandemic on CBSG's business, and in an effort to support CBSG's ability to continue as a going concern and pursue a reasonable plan to repay all of its creditors, Issuer has agreed to amend the terms of the CBSG Notes.

WHEREAS, consistent with the restructuring of the CBSG Notes, Issuer has offered to restructure the Original Notes by exchanging the Original Notes for new notes (the "Restated Notes") with different rates of interest and maturity dates (the "Exchange Offer") as shown on the sample amortization schedule attached to this Agreement as Schedule 1;

WHEREAS, in connection with Purchaser's acceptance of the Exchange Offer, the Purchaser desires to exchange Purchaser's Original Note for the Restated Note.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, intending to be legally bound, Issuer and Purchaser hereby agree as follows:

ARTICLE I
RECITALS

Section 1.01 **Recitals.** The Recitals set forth above are incorporated herein by reference as if set forth in full.

ARTICLE II
RESTATED NOTE

Section 2.01 **Original Notes.** Purchaser purchased one or more of the Original Notes issued by Issuer. Purchaser and Issuer acknowledge and agree that, as of the Effective Date, the aggregate outstanding amount of the Original Notes is as set forth on Schedule 2 attached hereto, which shall be deemed to be the original outstanding principal balance of the Restated Note, and

which the parties acknowledge totals the aggregate principal outstanding under the Original Note(s) through the Effective Date.

Section 2.02 **Restated Note.** Issuer has duly authorized the issuance, sale and delivery of the Restated Note on the Effective Date, substantially in the form of Exhibit A attached hereto (the "Restated Note"). The Restated Note shall be issued in exchange for all of the Original Notes issued to Purchaser.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

Purchaser hereby makes the following representations and warranties to Issuer as of the Effective Date:

Section 3.01 **Not a Broker-Dealer.** Purchaser is not acting as a broker or dealer as those terms are defined in the Securities Exchange Act of 1934, as amended (the "1934 Act") and is not acting as a broker-dealer under the Pennsylvania Securities Act of 1972, as amended (the "1972 Act") or the securities laws of any other state and is not required to register as a broker or dealer with the United States Securities and Exchange Commission (the "SEC") or as a broker-dealer with the Pennsylvania Department of Banking and Securities (the "PADOBS") or the securities regulatory agency of any other state.

Section 3.02 **Not an Investment Adviser.** Purchaser is not acting as an investment adviser as that term is defined in the Investment Advisers Act of 1940, as amended ("Advisers Act") or the 1972 Act and is not required to register as an investment adviser with the SEC, the PADOBS or the securities regulatory agency of any other state.

Section 3.03 **Not an Investment Company.** Purchaser is not acting as an investment company as that term is defined in the Investment Company Act of 1940, as amended ("1940 Act") and is not required to register with the SEC as an investment company thereunder.

Section 3.04 **Compliance with Securities Laws; Investment Intent.** Purchaser's business as now being conducted is in compliance with all applicable federal and state securities laws and the rules and regulations adopted thereunder. The Restated Note is being acquired for the Purchaser's own account for investment purposes only, not as a nominee or agent and not with a view to the resale or distribution of any part thereof, and the Purchaser has no present intention of selling, granting any participation in or otherwise distributing the same. By executing this Agreement, the Purchaser further represents that the Purchaser does not have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participation to such person or third person with respect to the Restated Note. Purchaser acknowledges that the Restated Notes are not being issued under a trust indenture qualified under the Trust Indenture Act.

Section 3.05 **Finders or Brokers.** Purchaser has not paid any fee or commission to any agent, broker, finder or other Person for or on account of services rendered as a broker or finder in connection with this Agreement or the transactions contemplated hereby.

Section 3.06 **No Government Review.** Purchaser understands that neither the SEC nor any securities commission or other governmental authority of any state, country or other jurisdiction has approved the issuance of the Restated Note or passed upon or endorsed the merits of the Restated Note, or this Agreement, or confirmed the accuracy of, determined the adequacy of, or reviewed this Agreement.

Section 3.07 **Investment Experience; Entire Agreement.** The Purchaser has such knowledge, sophistication and experience in financial, tax and business matters in general, and investments in securities in particular, that it is capable of evaluating the merits and risks of this investment in the Restated Note, and the Purchaser has made such investigations in connection herewith as it deemed necessary or desirable so as to make an informed investment decision without relying upon Issuer for legal, tax or other advice related to this investment. The Purchaser acknowledges and represents that (i) this Note Purchase Agreement and the terms of the Restated Note constitute the entire agreement and understanding by and between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements between the parties or any prior written agreements between the parties; and (ii) there are no other oral or written agreements between the parties with respect to the subject matter hereof.

Section 3.08 **Risks Relating to Exchange Offer. The Purchaser represents and warrants that it is aware of the risk of surrendering the Original Notes in exchange for the Restated Note, and has received and carefully reviewed a copy of the Supplement to Confidential Private Placement Memorandum (the "Supplement"), including the risk factors set forth therein. In addition to the risk factors set forth within the Supplement, the Purchaser represents and warrants that it is aware of other risks associated with an investment in the Issuer, including but not limited to the following risks: (i) that the Restated Notes are not being issued under a trust indenture qualified under the Trust Indenture Act; and (ii) that the Issuer holds notes issued by a company that operates an MCA business whose principal customers are small businesses that have been adversely affected by the Covid-19 pandemic, and, thus, may have difficulty, timely or otherwise, repaying their obligations to the Issuer.**

Section 3.09 **Access to Information.** In making its decision to acquire the Restated Note, the Purchaser confirms that it has had the opportunity to ask representatives of the Issuer certain questions and request certain additional information regarding the terms and conditions of such investment, and has had any and all such questions and requests answered to its satisfaction; and that it understands the risks and other considerations relating to an investment in the Restated Note. The Purchaser understands and has independently evaluated the merits and risks of an investment in the Issuer and the acquisition of the Restated Note.

ARTICLE IV
RELEASE AND WAIVERS

Section 4.01 **Release of Issuer.** For value received, including without limitation the Restated Note and other good and valuable consideration, Purchaser, on behalf of itself and on behalf of its shareholders, officers, directors, employees, agents, affiliates, representatives and its and their representative heirs, executors, administrators, personal representatives, successors and

assignors, does hereby release and discharge Issuer and its Affiliates and each of their respective owners, members, managers, partners, predecessors, successors, assigns, agents, directors, officers, employees and representatives, and all persons acting by, through, under or in concert with any of them ("Issuer Released Parties") of and from any and all claims, causes of action, rights, that the Purchaser may have or had, owned or held, against the Issuer Released Parties by reason of any matter, cause, fact, thing, act or omission at any time in the past through the Effective Date, including without limitation any claim with respect to any breach of or any Event of Default under the Original Notes. The foregoing release does not affect the rights of Purchaser to enforce the terms of this Agreement or the Restated Note.

Section 4.02 **Waiver of Class Action; Waiver of Jury Trial.**

(a) WAIVER OF CLASS ACTION. EACH PARTY HERETO WAIVES THE RIGHT TO LITIGATE IN COURT OR ARBITRATE ANY CLAIM OR DISPUTE UNDER THIS AGREEMENT OR ANY RESTATED NOTE AS A CLASS ACTION, EITHER AS A MEMBER OF A CLASS OR AS A REPRESENTATIVE, OR TO ACT AS A PRIVATE ATTORNEY GENERAL.

(b) WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE RESTATED NOTE OR THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

ARTICLE V
MISCELLANEOUS

Section 5.01 **Entire Agreement; Modification.** This Agreement supersedes all prior agreements, whether written or oral, between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. This Agreement may not be amended, supplemented, or otherwise modified except by a written agreement executed by the party to be charged with the amendment.

Section 5.02 **Governing Law and Venue.** This Agreement will be governed by and construed under the laws of the Commonwealth of Pennsylvania without regard to conflicts-of-laws principles that would require the application of any other law. Any action or proceeding relating to this Agreement shall be commenced in the Court of Common Pleas for Montgomery County, Pennsylvania and the parties irrevocably consent to the exclusive jurisdiction of such court (and of the appropriate appellate courts) in any such action or proceeding and irrevocably waives

any objection based upon inconvenience of the forum or otherwise to venue laid therein.

Section 5.03 **Execution of Agreement**. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted electronically shall be deemed to be their original signatures for all purposes.

(Signatures on Following Page)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

ISSUER:

M. K. ONE INCOME FUND, LLC

By:_____
Name: Christopher R. McMorrow
Title: Member

By:_____
Name: Joseph P. Kekoanui, IV
Title: Member

PURCHASER/INVESTOR:

Sign Name: _____

Print Name: Jeffrey Vail