

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA
CASE NO. 20-CV-81205-RAR**

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

v.

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

Defendants.

**RECEIVER RYAN K. STUMPHAUZER'S MOTION TO LIFT THE
LITIGATION INJUNCTION TO ALLOW COMMENCEMENT OF
COLLECTION PROCEEDINGS INVOLVING: (1) JRC PAINTING, LLC d/b/a/
C&C PAINTING AND JOSEPH R. CANTY; AND (2) DANIEL SCARAMELLINO**

Ryan K. Stumphauzer, Esq., Court-Appointed Receiver, (the "Receiver") of the Receivership Entities,¹ by and through his undersigned counsel, hereby files this Motion to Lift

¹ The "Receivership Entities" are Complete Business Solutions Group, Inc. d/b/a Par Funding ("Par Funding"); Full Spectrum Processing, Inc.; ABetterFinancialPlan.com LLC d/b/a A Better Financial Plan; ABFP Management Company, LLC f/k/a Pillar Life Settlement Management Company, LLC; ABFP Income Fund, LLC; ABFP Income Fund 2, L.P.; United Fidelis Group Corp.; Fidelis Financial Planning LLC; Retirement Evolution Group, LLC; RE Income Fund LLC; RE Income Fund 2 LLC; ABFP Income Fund 3, LLC; ABFP Income Fund 4, LLC; ABFP Income Fund 6, LLC; ABFP Income Fund Parallel LLC; ABFP Income Fund 2 Parallel; ABFP Income Fund 3 Parallel; ABFP Income Fund 4 Parallel; and ABFP Income Fund 6 Parallel; ABFP Multi-Strategy Investment Fund LP; ABFP Multi-Strategy Fund 2 LP; MK Corporate Debt Investment Company LLC; Capital Source 2000, Inc.; Fast Advance Funding LLC; Beta Abigail, LLC; New Field Ventures, LLC; Heritage Business Consulting, Inc.; Eagle Six Consulting, Inc.; 20 N. 3rd St. Ltd.; 118 Olive PA LLC; 135-137 N. 3rd St. LLC; 205 B Arch St Management LLC; 242 S. 21st St. LLC; 300 Market St. LLC; 627-629 E. Girard LLC; 715 Sansom St. LLC; 803 S. 4th St. LLC; 861 N. 3rd St. LLC; 915-917 S. 11th LLC; 1250 N. 25th St. LLC; 1427 Melon St. LLC; 1530 Christian St. LLC; 1635 East Passyunk LLC; 1932 Spruce St. LLC; 4633 Walnut St. LLC; 1223 N. 25th St. LLC; 500 Fairmount Avenue, LLC; Liberty Eighth Avenue LLC; Blue Valley Holdings, LLC; LWP North LLC; The LME 2017 Family Trust; Recruiting and Marketing Resources, Inc.; Contract Financing Solutions, Inc.; Stone Harbor Processing LLC; and LM Property Management LLC, and the receivership also includes the properties located at 568 Ferndale Lane, Haverford PA 19041; 105 Rebecca Court, Paupack, PA 18451; 107 Quayside Dr., Jupiter FL 33477; and 2413 Roma Drive, Philadelphia, PA 19145.

the Litigation Injunction to Allow Commencement of Collection Proceedings Involving: (1) JRC Painting, LLC d/b/a C&C Painting (“JRC”) and Joseph R. Canty (“Canty”); and (2) Daniel Scaramellino (“Scaramellino”), and states as follows:

I. MOTION TO LIFT LITIGATION INJUNCTION AS TO JRC AND CANTY

JRC sold certain accounts receivable to Complete Business Solutions Group Inc. d/b/a Par Funding (“Par Funding”) under merchant cash advance agreements (“MCA Agreements”). Canty guaranteed JRC’s obligations under the MCA Agreements. JRC subsequently defaulted on its obligations under the MCA Agreements. The Receiver seeks authority to pursue collection claims against JRC and Canty, as guarantor.

THE PARTIES

1. Pursuant to an order entered on July 27, 2020 [ECF No. 36] (the “Order Appointing Receiver”), as well as subsequent motions, Ryan K. Stumphauzer, Esq. is the Court appointed receiver for the Receivership Entities identified in this motion.

2. JRC is believed to be a Vermont corporation with a last known address of 804 Mt. Philo Road, Shelburne, Vermont 05482.

3. Canty is an adult individual believed to have an address located in Shelburne, Vermont.

FACTUAL BACKGROUND

4. On or about July 27, 2020 the Court appointed Mr. Stumphauzer as Receiver for Par Funding and various other entities. As provided in the Amended Order Appointing Receiver [ECF No. 141], this Court stayed all litigation involving the Receivership Entities stating:

All civil legal proceedings of any nature, including, but not limited to, bankruptcy proceedings, arbitration proceedings, foreclosure actions, default proceedings, or other actions of any nature involving: (a) the Receiver, in his capacity as Receiver; (b) any Receivership Property,

wherever located; (c) any of the Receivership Entities, including subsidiaries and partnerships; or, (d) any of the Receivership Entities' past or present officers, directors, managers, agents, or general or limited partners sued for, or in connection with, any action taken by them while acting in such capacity of any nature, whether as plaintiff, defendant, third-party plaintiff, third-party defendant, or otherwise (such proceedings are hereinafter referred to as "Ancillary Proceedings")

(the "Litigation Injunction"). Amended Order Appointing Receiver ¶ 32 [ECF No. 141].

5. JRC is counterparty to four (4) separate MCA Agreements with Par Funding, or Par Funding's related entities. Representative copies of the MCA Agreements between Par Funding and JRC are attached hereto as Exhibit 1.²

6. Under each of the MCA Agreements, Par Funding or its affiliates purchased various accounts receivable from JRC.

7. Each MCA Agreements obligated JRC to provide Par Funding ongoing payments related to CBSG's purchased accounts.

8. Section 7 of the MCA Agreement provides:

Delivery of Receivables by Seller to CBSG.

- a. Merchant Seller shall deliver the Receivables to Purchaser by making Payments to Purchaser pursuant to the terms of this Purchase Agreement.
- b. Merchant Seller hereby irrevocably authorizes Purchaser to debit on a daily basis the Daily Specified Amount from the Account. Notwithstanding the foregoing, debits shall not be made on weekend or on federal holidays, however, on the first business day after any federal holiday, the amount of the debit made shall be twice the Daily Specified Amount.
- c. Merchant Seller shall ensure that funds adequate to cover any and all amounts to be debited by Purchaser are in the Account or Other Account when the Debit is scheduled to be and is made.

Ex. 1, ¶ 7(a)-(c). *See also* Ex. 1 – 08/03/18 MCA Agreement, at p. 1.

² Three of the four MCA Agreements at issue contain the same provisions and language. The first MCA Agreement executed between Par Funding and JRC on August 3, 2018 ("8/3/18 MCA Agreement") contains the same provisions, but with slightly different language.

9. Canty guaranteed JRC's obligations to CBSG under the MCA Agreements. (Ex. 1, p. 18).

10. JRC defaulted under the relevant MCA Agreements by failing to make the necessary payments to Par Funding. *See* Ex. 1, ¶ 10(h) (identifying an Event of Default as, "Merchant Seller's failure to make any payment required under this Purchase Agreement"); *see also* Ex. 1 – 08/03/18 MCA Agreement, at ¶ 1.13.

11. Canty defaulted under the MCA Agreements by failing to make the payments necessary as a guarantor for JRC. *See* Ex. 1, p. 18 ("The undersigned Guarantor(s) hereby guarantees to Purchaser, Merchant Seller's performance of all of the representations, and warranties made and terms, conditions, obligations and covenants undertaken by Merchant Seller in the Agreement for the Purchase and Sale of Future Receivables.")

12. Section 11 provides CBSG certain remedies, or Protections, in the event of default. These include, but are not limited, to:

- a. **Protection One**. Immediate payment of the full value of the Receivables Purchased Amount, Additional Payments, and any and all other fess [sic] due under this Purchase Agreement, less the amount of Receivables delivered and Additional Payments made under this Purchase Agreement.
- b. **Protection Two**. Confess judgment against Merchant Seller or/or [sic] any Guarantor pursuant to the Warrant of Attorney to Confess Judgment contained in this Purchase Agreement and/or in any Guaranty and execute upon any such confessed judgment.

(Ex. 1, ¶ 11; *see also* Ex. 1 – 08/03/18 MCA Agreement, at ¶ 1.13.)

13. Non-payment by JRC permits Par Funding or its affiliates to accelerate all obligations owed under the MCA Agreement as well as to enter confessed judgment against JRC and/or Canty. (Ex. 1, ¶ 12; Ex. 1, p. 18; Ex. 1 – 08/03/18 MCA Agreement, at ¶ 3.4.)

14. A summary of the four MCA Agreements, as well as funding amounts and outstanding payments, is attached hereto as Exhibit 2.

15. As provided in Exhibit 2, as a result of defaults under the four MCA Agreements JRC has a combined outstanding obligation of \$7,769,460.47 to Par Funding or its affiliated entities as of August 13, 2021.

16. JRC's obligations continue to grow as interest and costs accrue on the defaults, as well as the accrual of attorneys' fees. (Ex. 1, ¶ 16 (allowing collection of attorney's fees in collection); Ex. 1 – 08/03/18 MCA Agreement, at ¶¶ 1.13, 3.4 (same).)

17. Between the four (4) MCA Agreements JRC's outstanding obligations total \$7,769,460.47, with interest, costs, and fees continuing to accrue. (Ex. 2.)

ANALYSIS

18. The Receiver seeks to lift the Litigation Injunction to pursue collection claims against JRC and Canty.

19. JRC is in default by its failure to pay the obligations necessary under the relevant MCA Agreements.

20. Canty is in default of the MCA Agreements by his failure to pay the amount subject to the guarantee.

21. The Receiver intends to pursue collection efforts for the benefit of the Receivership Estate.

II. MOTION TO LIFT LITIGATION INJUNCTION AS TO DANIEL SCARAMELLINO

Scaramellino entered into a Loan Agreement (the "Loan Agreement") with Eagle Six Consultants, Inc. ("Eagle Six") on May 29, 2019. Pursuant to that Loan Agreement, Eagle Six loaned Scaramellino Seven Million Five Hundred Thousand Dollars (\$7,500,000). Scaramellino subsequently defaulted on his payment obligations under the Loan Agreement. As such, the Receiver seeks authority to pursue any of its legal remedies against Scaramellino.

THE PARTIES

1. Pursuant to orders entered on July 27, 2020 [ECF No. 36] (the “Order Appointing Receiver”), August 13, 2020 [ECF No. 141] (the “Amended Order Appointing Receiver”), September 4, 2020 [ECF No. 238] (the “First Order to Expand”), December 16, 2020 [ECF No. 436] (the “Second Order to Expand”), February 2, 2021 [ECF No. 484] (the “Third Order to Expand”), and March 21, 2021 [ECF No. 517] (the “Fourth Order to Expand”), Ryan K. Stumphauzer, Esq. is the Court appointed receiver for the Receivership Entities.

2. Pursuant to these Orders, the Court entered a litigation injunction that stays all legal proceedings involving the Receivership Entities until further Order of this Court (the “Litigation Injunction”). *See, e.g.*, Amended Order Appointing Receiver, at ¶ 32.

3. Scaramellino is an individual with a last known address in Morristown, New Jersey.

FACTUAL BACKGROUND

4. Eagle Six entered into the Loan Agreement with Scaramellino on May 29, 2019, whereby Eagle Six loaned Scaramellino Seven Million Five Hundred Thousand Dollars (\$7,500,000). The Loan Agreement is attached hereto as Exhibit 3.

5. Under the terms of the Loan Agreement, Eagle Six provided Scaramellino with “a revolving... multi-advance loan in the maximum principal amount of \$7,500,000. See Ex. 3 at ¶

1.

6. On May 28, 2019, Eagle Six sent a check to Scaramellino for 2.5 million Dollars. The check image, as well as the bank statement, are attached hereto as Exhibit 4.

7. In November 2019, Scaramellino e-mailed Joseph LaForte a/k/a Joe Mack (“LaForte”), requesting that he wire \$2.5 Million Dollars to David Chessler on his behalf as a draw

down on his loan from Eagle Six. A copy of the e-mail from Scaramellino to LaForte is attached as Exhibit 5.

8. Four days later, Par Funding wired Chessler Holdings the requested \$2.5 Million Dollars. A copy of Par Funding's outgoing wire to Chessler Holdings is attached as Exhibit 6.

9. On February 28, 2020, Eagle Six wired Scaramellino \$1 Million Dollars. A copy of Eagle Six's outgoing wire to Scaramellino is attached as Exhibit 7.

10. A few days later, on March 3, 2020, Eagle Six wired Scaramellino \$500,000. A copy of Eagle Six's outgoing wire to Scaramellino is attached as Exhibit 8.

11. Finally, on March 5, 2020, Eagle Six wired Scaramellino \$1 Million Dollars. *Id.*

12. In total, Eagle Six sent \$7.5 Million Dollars, or the maximum principal amount, to Scaramellino, either directly or through others on its behalf.

13. According to the Secured Convertible Line of Credit Note, Scaramellino, as the Borrower, was required to pay interest on the first of every month, beginning on June 1, 2019. A copy of the Secured Convertible Line of Credit Note is attached as Exhibit 9.

14. A default, as defined by the Loan Agreement, occurs when "the Borrower shall fail to comply with any covenant contained in this Agreement or any of the other Loan Documents which, among other things, calls for the payment of money when such payment is due." Ex. 3 at ¶ 7.

15. Beginning on June 1, 2019, Scaramellino began making interest payments pursuant to the Loan Agreement. A copy of Scaramellino's Account Totals is attached as Exhibit 10.

16. Said interest payments continued until June 30, 2020. From July 2020 until the filing of this Motion, Scaramellino has failed to make a single interest payment. *Id.*

17. Per the Loan Agreement and Loan Documents, Scaramellino has defaulted on the loan.

18. The Loan Documents provide that, upon default, “the outstanding principal balance and accrued interest hereunder together with any additional amounts payable hereunder shall be immediately due and payable without demand or notice of any kind...” Ex. 9 at ¶ 9.

19. In the event of a default, “the Lender may enforce any or all of its rights hereunder or under any other Loan Documents, or at law or in equity.” Ex. 3 at ¶ 7.

20. Scaramellino has paid \$468,750 in interest, but has failed to pay a single dollar towards repayment of the principal balance of the loan.

ANALYSIS

1. The Receiver seeks to lift the Litigation Injunction to pursue claims against Scaramellino.

2. Scaramellino is in default by his failure to pay the obligations necessary under the relevant Loan Agreement and other Loan Documents.

3. The Receiver intends to pursue collection efforts against Scaramellino for the benefit of the Receivership Estate.

ARGUMENT

Lifting the Litigation Injunction is appropriate to allow the Receiver to pursue claims against JRC, Canty, and Scaramellino. A district court enjoys broad equitable powers to appoint a receiver over assets disputed in litigation before the court. The receiver's role, and the district court's purpose in the appointment, is to safeguard the disputed assets, administer the property as suitable, and to assist the district court in achieving a final, equitable distribution of the assets if necessary. *See* 13 Moore's Federal Practice ¶¶ 66.02–.03 (3d ed.1999).

A district court's equitable purpose demands that the court be able to exercise control over claims brought against receivership assets. The receivership court has a valid interest in both the value of the claims themselves and the costs of defending any suit as a drain on receivership assets. *See SEC v. Universal Fin.*, 760 F.2d 1034, 1038 (9th Cir.1985). The district court may require parties to bring all such claims before the receivership court for disposition pursuant to summary process consistent with the equity purpose of the court. *See SEC, Mosburg v. Basic Energy & Affiliated Resources, Inc.*, 273 F.3d 657, 668 (6th Cir.2001). The district court may also authorize, to the extent that the court deems appropriate, "satellite" litigation in forums outside of the receivership court to address ancillary issues. However, the receivership court typically retains jurisdiction over any attempt at execution of a judgment in such situations. *Liberte Capital Grp., LLC v. Capwill*, 462 F.3d 543, 552 (6th Cir. 2006).

Receivership courts generally rely on a three-factor test to adjudicate requests to lift the litigation stay injunction. These factors include,

- (1) whether refusing to lift the stay genuinely preserves the status quo or whether the moving party will suffer substantial injury if not permitted to proceed;
- (2) the time in the course of the receivership at which the motion for relief from the stay is made; and
- (3) the merit of the moving party's underlying claim.

S.E.C. v. Byers, 592 F. Supp. 2d 532, 536 (S.D.N.Y. 2008), *aff'd*, 609 F.3d 87 (2d Cir. 2010).

These three factors weigh in favor of lifting the Litigation Injunction to allow the Receiver to pursue claims against JRC, Canty, and Scaramellino. Regarding the first element, the Receiver will suffer substantial injury if prohibited from pursuing the claims. JRC and Canty owe Par Funding (or its affiliates) substantial sums under the MCA Agreements. Scaramellino owes Eagle Six \$7.5 Million Dollars, plus any accrued interest. The Receiver seeks to collect these amounts for the benefit of the Receivership Estate.

Secondly, the timing is appropriate in this instance to lift the Litigation Injunction. The Receiver and his agents attempted to resolve the JRC's outstanding obligation without resorting to litigation. Despite these efforts, JRC and Canty failed to tender the amounts owed under the MCA Agreements. Based upon JRC's lack of cooperation, legal enforcement is required for the benefit of the Receivership Estate. Likewise, the Receiver, and his agents, attempted to resolve Scaramellino's outstanding obligation without the need to file litigation. Despite communications with Scaramellino, the parties could not come to an acceptable resolution.

Finally, the claims against JRC and Canty are meritorious. The parties executed MCA Agreements obligating them to pay CBSG or its affiliates. Canty guaranteed these obligations. JRC and Canty failed to make the necessary payments. Similarly, the claims against Scaramellino are meritorious. Bank records substantiate a total of \$7.5 Million Dollars that Eagle Six wired to Scaramellino or to other parties on Scaramellino's behalf. Scaramellino has failed to make the requisite interest payments for over one year and has not paid any principal that is due under the Loan Agreement. He is in default of the Loan Agreement, and the Receiver seeks to pursue all possible avenues for recovery under the law.

CONCLUSION

WHEREFORE, Ryan K. Stumphauzer, as Court-Appointed Receiver, by and through his undersigned counsel, respectfully requests this Honorable Court to grant the motion and lift the Litigation Injunction on a limited basis as set forth above to commence actions against JRC, Canty, and Scaramellino. A proposed order for the Court's consideration is attached as Exhibit 11.

CERTIFICATION REGARDING PRE-FILING CONFERENCE

The undersigned counsel has conferred with all counsel of record in this matter regarding the relief sought through this motion and certifies that all counsel of record have either (1) not

responded to the Receiver's meet-and-confer requests or (2) confirmed that their clients either do not oppose or take no position with respect to the relief sought. The SEC has no opposition to the relief requested by the Receiver in this Motion.

Dated: September 3, 2021

Respectfully Submitted,

**STUMPHAUZER FOSLID SLOMAN
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Co-Counsel for Receiver

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on September 3, 2021, I electronically filed the foregoing document with the clerk of the Court using CM/ECF. I also certify that the foregoing document is

being served this day on counsel of record via transmission of Notices of Electronic Filing generated by CM/ECF.

/s/ Timothy A. Kolaya _____
TIMOTHY A. KOLAYA

EXHIBIT 1

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22 N 3RD Street Philadelphia, Pennsylvania 19106
Phone: 215-922-2636 Fax: 888-305-7562

FACTORING AGREEMENT

Dated the 3RD day of AUGUST, 2018 by and between Complete Business Solutions Group, Inc. ("CBSG" and/or "PURCHASER") and the "SELLER/MERCHANT" listed below (as "Seller/Merchant" or "the Merchant").

Business Legal Name: JRC PAINTING, LLC

D/B/A: JRC PAINTING D/B/A C & C PAINTING

Type of entity (check one) Corporation LLC Limited Partnership Limited Liability Partnership Sole Proprietor

Physical Address: SHELBURNE, VT 05482

Mailing Address: SHELBURNE, VT 05482

Fed ID#: 9748

PURCHASE AND SALE OF FUTURE RECEIPTS WITH SELLER RECOURSE

Seller/Merchant hereby sells, assigns and transfers to CBSG (making CBSG the absolute owner) in consideration of the funds provided ("Purchase Price") specified below, all of Seller/Merchant's future receipts, accounts, contract rights and other obligations arising from or relating to the payment of monies from Seller/Merchant's customers' and/or other third party payers (collectively the "Receipts" defined as all payments made by cash, check, credit or debit card, electronic transfer or other form of monetary payment in the ordinary course of the merchant's business) until such time as the "Receipts Purchased Amount (RPA)" has been delivered by Seller/Merchant to CBSG.

THIS IS A FACTORING AGREEMENT WITH RECOURSE.

The Purchased Amount shall be paid to CBSG by Seller/Merchant's irrevocably authorizing only one depositing account acceptable to CBSG (the "Account") to remit the Daily Specified Amount from the Seller/Merchant's receipts until such time as CBSG receives payment in full of the Receipts Purchased Amount. In consideration of servicing the account, the Seller/Merchant hereby authorizes CBSG to ACH debit the "Specified Daily Amount" from the merchant's bank account, as an approximation of the base payment due under the Specified Percentage. It is the Seller/Merchant's responsibility to provide bank statements for any and all bank accounts by the Merchant to reconcile the daily payments made against the Daily Specified Amount. Failure to provide all of their bank statements in a timely manner or missing a month shall forfeit all rights to future reconciliations. CBSG may, upon Seller/Merchant's request, adjust the amount of any payment due under this Agreement at CBSG's sole discretion and as it deems appropriate in servicing this Agreement. Seller/Merchant warrants that it will ensure that funds adequate to cover the amount to be debited by CBSG remains in the account. Seller/Merchant will be held responsible for any fees incurred by CBSG resulting from a rejected ACH attempt or an event of default. (See Appendix A). CBSG is not responsible for any overdrafts or rejected transactions in the Seller/Merchants account which may result from CBSG's scheduled ACH debit under the terms of this agreement. Notwithstanding anything to the contrary in this Agreement or any other agreement between CBSG and Seller/Merchant, upon the violation of any provision contained in Sections I and II of the FACTORING AGREEMENT, shall be deemed a breach of the representations and warranties contained herein. A list of all fees applicable under this FACTORING AGREEMENT is contained in Appendix A.

Payoff existing: \$6,016,896.67 Purchase Price NEW: \$22,550.00 TOTAL advance amount: \$6,039,446.67 Specified Percentage: 10% Daily Specified Amount: \$3,995.00 for 132 days Receipts Purchased Amount: \$6,643,391.33

****Balloon in 132 days on Property Settlement.**

THE TERMS, DEFINITIONS, CONDITIONS AND INFORMATION SET FORTH ON PAGES 2 THROUGH 12 HEREOF ARE HERBY INCORPORATED HEREIN AND MADE A PART OF THIS FACTORING AGREEMENT.

FOR THE SELLER/MERCHANT
By: JOSEPH R. CANTY, OWNER
Name and Title

X _____ ←
(Seller/Merchant Signature)

FOR THE SELLER/MERCHANT
By: JOSEPH R. CANTY, OWNER
Name and Title

X _____ ←
(Seller/Merchant Signature)

COMPLETE BUSINESS SOLUTIONS GROUP, INC.

By _____
Company Officer

To the extent set forth herein, each of the parties is obligated upon his/ her or its execution of the Agreement to all terms of the Agreement, including the Additional Terms set forth below. Each individual executing this Agreement represents that he or she is authorized to sign this Agreement for Merchant, legally binding said Merchant to honor the terms of this obligation and that the information provided herein and in all of CBSG documents, forms and recorded interviews is true, accurate and complete in all respects. If any such information is false or misleading, Merchant shall be deemed in material breach of all agreements and the representations and warranties contained herein between Merchant and CBSG and CBSG shall be entitled to all remedies available under law. Merchant and each of the above-signed Officers/ Owners authorizes CBSG, its agents and representatives and any credit-reporting agency engaged by CBSG, to (i) investigate any references given or any other statements or data obtained from or about Merchant or any of its Owners for the purpose of this Agreement, and (ii) pull credit report at any time now or for so long as Merchant and/Owner(s) continue to have any obligation owed to CBSG.

ANY MISREPRESENTATION MADE BY SELLER/MERCHANT OR OWNER IN CONNECTION WITH THIS AGREEMENT MAY CONSTITUTE A SEPARATE CAUSE OF ACTION FOR FRAUD OR INTENTIONAL MISREPRESENTATION

FACTORING AGREEMENT TERMS AND CONDITIONS

I. GENERAL TERMS OF AGREEMENT (MUTUAL REPRESENTATIONS AND WARRANTIES)

1.1 Electronic Fund Transfer. Upon request from PURCHASER ("hereinafter CBSG or Purchaser") Seller/Merchant ("hereinafter Merchant") shall execute such forms or agreements acceptable to PURCHASER,

with Bank acceptable to PURCHASER, to obtain electronic fund transfer services. Merchant shall provide PURCHASER, and/or its authorized agent with all the information, authorization and passwords

Merchant Initials *je*

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22 N 3RD Street Philadelphia, Pennsylvania 19106
 Phone: 215-922-2636 Fax: 888-305-7562

necessary for verifying Merchant's receivable, receipts and deposits into the account Merchant shall authorize PURCHASER and/or its agent to deduct the amounts owed to PURCHASER for the Receipts as specified herein from settlement amounts which would otherwise be due to Merchant from electronic check transactions and to pay such amounts to PURCHASER by permitting PURCHASER to withdraw the SPECIFIED DAILY AMOUNT by ACH debiting of the account. The authorization shall be irrevocable without the written consent of PURCHASER.

1.2 Deposit Agreement. Seller/Merchant shall execute an agreement (the "Deposit Agreement") acceptable to PURCHASER, with a Bank acceptable to PURCHASER, to obtain electronic fund transfer services. Merchant shall provide PURCHASER and/or its authorized agent with all of the information, authorizations and passwords necessary for verifying Merchant's receivables, receipts and deposits into the account. Merchant shall authorize PURCHASER and/or its agent to deduct the amounts owed to PURCHASER for the Receipts as specified herein from settlement amounts which would otherwise be due to Merchant from electronic check transactions and to pay such amounts to PURCHASER by permitting PURCHASER to withdraw the specified percentages by ACH debiting of the account. The authorization shall be irrevocable without the written consent of PURCHASER.

1.3 Term of Agreement. This Agreement shall have a term as set forth above. Upon the expiration of the term, this Agreement shall automatically renew for successive similar terms, provided, however, that during the renewal term(s) Merchant may terminate this Agreement upon ninety days' prior written notice (effective upon receipt) to PURCHASER. The termination of this Agreement shall not affect Merchant's responsibility to satisfy all outstanding obligations to PURCHASER at the time of termination.

1.4 Future Purchases. PURCHASER reserves the right to rescind the offer to make any purchase payments hereunder, in its sole discretion.

1.5 Financial Condition. Merchant authorize PURCHASER and its agents to investigate their financial responsibility and history, and will provide to PURCHASER any bank or financial statements, tax returns, etc., as PURCHASER deems necessary prior to or at any time after execution of this Agreement. A photocopy of this authorization will be deemed as acceptable for release of financial information. PURCHASER is authorized to update such information and financial profiles from time to time as it deems appropriate.

1.6 Transactional History. Merchant authorizes their bank to provide PURCHASER with Merchant's banking or processing history to determine qualification or continuation in this program.

1.7 Indemnification. Merchant jointly and severally indemnify and hold harmless Processor, its officers, directors and shareholders against all losses, damages, claims, liabilities and expenses (including reasonable attorney's fees)

incurred by Processor resulting from (a) claims asserted by PURCHASER for monies owed to PURCHASER from Merchant and (b) actions taken by Processor in reliance upon information or instructions provided by PURCHASER.

1.8 No Liability. In no event will CBSG be liable for any claims asserted by Merchant under any legal theory for lost profits, lost revenues, lost business opportunities, exemplary, punitive, special, incidental,

indirect or consequential damages, each of which is waived by Merchant.

1.9 Reliance on Terms. Section 1.1, 1.7, 1.8 and 2.5 of this Agreement are agreed to for the benefit of Merchant, PURCHASER and Processor, and notwithstanding the fact that Processor is not a party of this Agreement, Processor may rely upon their terms and raise them as a defense in any action.

1.10 Sale of Receipts. Merchant and CBSG agree that the Purchase Price under this Agreement is in exchange for the Purchased Amount and that such Purchase Price is not intended to be, nor shall it be construed as a loan from PURCHASER to Merchant. Merchant agrees that the Purchase Price is in exchange for Future Receipts pursuant to this Agreement equals the fair market value of such Receipts. PURCHASER has purchased and shall own all the Receipts described in this Agreement up to the full Purchased Amount as the Receipts are created. Payments made to PURCHASER with respect to the full amount of the Receipts shall be conditioned upon Merchant's sale of products and services and the payment therefore by Merchant's customers in the manner provided in Section 1.1. IN NO EVENT SHALL THE AGGREGATE OF THE AMOUNTS RECEIVED BE DEEMED AS INTEREST HEREUNDER. In the event that a court determines that PURCHASER has charged or received interest hereunder, and that said amount is in excess of the highest applicable rate, the rate in effect hereunder shall automatically be reduced to the maximum rate permitted by applicable law and PURCHASER shall promptly refund to Merchant any interest received by PURCHASER in excess of the maximum lawful rate, it being intended that Merchant not pay or contract to pay, and that PURCHASER not receive or contract to receive, directly or indirectly in any manner whatsoever, interest in excess of that which may be paid by Merchant under applicable law. MERCHANT ACKNOWLEDGES THAT PENNSYLVANIA LAW APPLIES TO THE WITHIN AGREEMENT.

1.11 Monthly Assessment of Merchant Cash Flow Merchant hereby authorizes PURCHASER to initiate one or more ACH debits at the specified "Daily Retrieval Rate" from the Account as an approximation of the base payment due under the Specified Percentage. It is the Merchant's responsibility to provide financial information (e.g. bank statements, credit card processing statements, general ledger) regarding its gross receivables, to reconcile the daily payments made against the Specified Percentage, permitting PURCHASER to debit or credit the difference to Merchant on a monthly basis so that the Daily Retrieval Rate equals the Specified Percentage.

1.12 Power of Attorney Merchant irrevocably appoints PURCHASER as its agent and attorney-in-fact with full authority to take any action or execute any instrument or document to settle all obligations due to PURCHASER from Processor, or in the case of a violation by Merchant of Section 1.12 or the occurrence of an Event of Default under Section 4 hereof, from Merchant, under this Agreement, including without limitation (i) to obtain and adjust insurance; (ii) to collect monies due or to become due under or in respect of any of the Collateral; (iii) to receive, endorse and collect any checks, notes, drafts, instruments, documents or chattel paper in connection with clause (i) or clause (ii) above; (iv) to sign Merchant's name on any invoice, bill of lading, or assignment directing customers or account debtors to make payment directly to PURCHASER; and (v) to file any claims or take any action or institute any proceeding which PURCHASER may deem necessary for the collection of any of the unpaid Purchased Amount from the Collateral, or

otherwise to enforce its rights with respect to payment of the Purchased Amount.

1.13 Protections Against Default. Merchant represents and warrants that it will not violate Conditions (a) through (e) below and in the event of default thereunder the following Protections 1 through 8 may be invoked by PURCHASER, immediately and without notice to Merchant in the event: (a) Merchant takes any action to discourage the use of electronic check processing that are settled through Processor, or permits any event to occur that could have an adverse effect on the use, acceptance, or authorization of checks for the purchase of Merchant's services and products including but not limited to direct deposit of any checks into a bank account without scanning into the PURCHASER electronic check processor; (b) Merchant changes its arrangements with Processor in any way that is adverse to PURCHASER; (c) Merchant changes the electronic check processor through which the Receipts are settled from Processor to another electronic check processor, or permits any event to occur that could cause diversion of any of Merchant's check transactions to another processor; (d) Merchant interrupts the operation of this business (other than adverse weather, natural disasters or acts of God) transfers, moves, sells, disposes, transfers or otherwise conveys its business or assets without (i) the express prior written consent of PURCHASER, and (ii) the written agreement of any purchaser or transferee to the assumption of all of Merchant's obligations under this Agreement pursuant to documentation satisfactory to PURCHASER; or (e) Merchant takes any action, fails to take any action, or offers any incentive—economic or otherwise—the result of which will be to induce any customer or customers to pay for Merchant's services with any means other than checks that are settled through Processor. These protections are in addition to any other remedies available to PURCHASER at law, in equity or otherwise pursuant to this Agreement.

Protection 1. The full uncollected Purchase Amount plus all fees due under this Agreement and the attached Security Agreement become due and payable in full immediately.

Protection 2. Upon breach of ANY MATERIAL PROVISION OR BREACH OF REPRESENTATIONS AND WARRANTIES in this Agreement, PURCHASER may enter that confession of judgment (judgment) with the Clerk of the Court and execute thereon.

Protection 3. Purchaser may enforce its security interest in the Collateral identified in Article III hereof.

Protection 4. The entire Unpaid Purchase Amount shall become immediately refundable to PURCHASER from Merchant.

Protection 5. Purchaser may proceed to protect and enforce its rights and remedies by lawsuit. In any such lawsuit, in which Purchaser shall recover judgment against Merchant, Merchant shall be liable for the full costs of PURCHASER'S legal action, including all reasonable attorneys' fees and court costs.

Protection 6. Merchant shall, upon execution of this Agreement, deliver to PURCHASER an executed assignment of lease of Merchant's premises in favor of CBSG. Upon breach of any provision in this paragraph 1.13, PURCHASER may exercise its rights under such assignment of lease.

Protection 7. PURCHASER may debit Merchant's depository accounts wherever situated by means of ACH debit or facsimile signature on a computer-generated check drawn on Merchant's bank account.

Protection 8. In the event Merchant changes or permits the change of the Processor approved by CBSG, or adds an additional Processor, in violation of Section 1.11

Merchant Initials



York in the event of a breach of the warranties, covenants, and representations stated under this Agreement.

3.4 WARRANT OF ATTORNEY TO CONFESS JUDGMENT. UPON THE OCCURRENCE OF A VIOLATION OF THE REPRESENTATIONS AND WARRANTIES MADE HERETOFORE BY MERCHANT, MERCHANT IRREVOCABLY AUTHORIZE AND EMPOWER ANY ATTORNEY OR ANY CLERK OF ANY COURT OF RECORD, TO APPEAR FOR AND CONFESS JUDGMENT AGAINST MERCHANT FOR SUCH SUMS AS ARE DUE AND/OR MAY BECOME DUE UNDER THIS MERCHANT AGREEMENT OR ANY ACCOMPANYING DOCUMENTS, WITH OR WITHOUT DECLARATION, WITH COSTS OF SUIT, WITHOUT STAY OF EXECUTION AND WITH AN AMOUNT, FOR LIEN PRIORITY PURPOSES, EQUAL TO TEN PERCENT (10%) OF THE AMOUNT OF SUCH JUDGMENT, BUT NOT LESS THAN ONE THOUSAND DOLLARS (\$1,000.00), ADDED FOR ATTORNEYS' COLLECTION FEES, WITH THE ACTUAL AMOUNT OF ATTORNEY'S FEES AND COSTS TO BE DETERMINED IN ACCORDANCE WITH THE SECTION OF THIS MERCHANT AGREEMENT "ATTORNEY'S FEES AND COLLECTION COSTS." TO THE EXTENT PERMITTED BY LAW, MERCHANT: (1) WAIVE THE RIGHT OF INQUISITION ON ANY REAL ESTATE LEVIED ON, VOLUNTARILY CONDEMN THE SAME, AUTHORIZES THE PROTHONOTARY OR CLERK TO ENTER UPON THE WRIT OF EXECUTION THIS VOLUNTARY CONDEMNATION AND AGREES THAT ANY REAL ESTATE MAY BE SOLD ON A WRIT OF EXECUTION; (2) WAIVE AND RELEASE ALL RELIEF FROM ALL APPEALMENT, STAY, EXEMPTION OR APPEAL LAWS OF ANY STATE NOW IN FORCE OR HERINAFTER ENACTED; AND (3) RELEASE ALL ERRORS IN SUCH PROCEEDINGS. IF A COPY OF THIS MERCHANT AGREEMENT, VERIFIED BY AFFIDAVIT BY OR ON BEHALF OF PURCHASER SHALL HAVE BEEN FILED IN SUCH ACTION, IT SHALL NOT BE NECESSARY TO FILE THE ORIGINAL MERCHANT AGREEMENT AS A WARRANT OF ATTORNEY. THE AUTHORITY AND POWER TO APPEAR FOR AND CONFESS JUDGMENT AGAINST MERCHANT SHALL NOT BE EXHAUSTED BY THE INITIAL EXERCISE THEREOF AND MAY BE EXERCISED AS OFTEN AS PURCHASER SHALL FIND IT NECESSARY AND DESIRABLE AND THIS BUSINESS CASH ADVANCE AND SECURITY AGREEMENT SHALL BE A SUFFICIENT WARRANT THEREFOR. PURCHASER MAY CONFESS ONE OR MORE JUDGMENTS IN THE SAME OR DIFFERENT JURISDICTIONS FOR ALL OR ANY PART OF THE AMOUNTS OWING HEREUNDER, WITHOUT REGARD TO WHETHER JUDGMENT HAS THERETOFORE BEEN CONFESSED ON MORE THAN ONE OCCASION FOR THE SAME AMOUNTS. IN THE EVENT ANY JUDGMENT CONFESSED AGAINST THE MERCHANT HEREUNDER IS STRICKEN OR OPENED UPON APPLICATION BY OR ON MERCHANT'S BEHALF FOR ANY REASON, PURCHASER IS HEREBY

AUTHORIZED AND EMPOWERED TO AGAIN APPEAR FOR AND CONFESS JUDGMENT AGAINST MERCHANT FOR ANY PART OR ALL OF THE AMOUNTS OWED HEREUNDER, AS PROVIDED FOR HEREIN, IF DOING SO WILL CURE ANY ERRORS AND DEFECTS IN SUCH PRIOR PROCEEDINGS.

3.41 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FACTORING AGREEMENT, THE CONFESSION OF JUDGMENT, THE SECURITY AGREEMENT, OR ANY OTHER DOCUMENTS EXECUTED BY MERCHANT IN CONNECTION WITH THE ADVANCE OF FUNDS TO SELLER, ALL PARTIES ACKNOWLEDGE THAT RECOURSE TO THE MERCHANT AND THE MERCHANT'S ASSETS IS PERMITTED ONLY FOR BREACHES OF THE REPRESENTATIONS AND WARRANTIES MADE BY THE SELLER IN THE FACTORING AGREEMENT.

3.5 Costs. Merchant shall pay to PURCHASER all reasonable costs associated with (a) a breach by Merchant of the Covenants in this Agreement and the enforcement thereof, and (b) the enforcement of PURCHASER'S remedies set forth in Section 4.2 above, including but not limited to court costs and attorneys' fees.

3.6 Required Notifications. Merchant is required to give PURCHASER written notice within 24 hours of any filing under Title 11 of the United States Code. Merchant is required to give PURCHASER seven days' written notice prior to the closing of any sale of all or substantially all of the Merchant's assets or stock.

IV. MISCELLANEOUS

4.1 Modifications; Agreements. No modification, amendment, waiver or consent of any provision of this Agreement shall be effective unless the same shall be in writing and signed by PURCHASER.

4.2 Assignment. PURCHASER may assign, transfer or sell its rights to receive the Purchased Amount or delegate its duties hereunder, either in whole or in part.

4.3 Notices. All notices, requests, consent, demands and other communications hereunder shall be delivered by certified mail, return receipt requested, to the respective parties to this Agreement at the addresses set forth in this Agreement and shall become effective only upon receipt.

4.4 Waiver Remedies. No failure on the part of PURCHASER to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise thereof or the exercise of any other right. The remedies provided hereunder are cumulative and not exclusive of any remedies provided by law or equity.

4.5 Merchant/Guarantor(s) barred from transfer. This Agreement shall be binding upon and inure to the benefit of Merchant, PURCHASER and their respective successors and assigns, except that Merchant shall not have the right to assign its rights hereunder or any interest herein without the prior written consent of PURCHASER which consent may be withheld in PURCHASER'S sole discretion. PURCHASER reserves the rights to assign this Agreement with or without prior written notice to Merchant or Guarantor(s).

4.6 Governing Law/Jurisdiction/Venue for disputes. All signatories to this Agreement consent that this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regards to any applicable principals of conflicts of law. Any suit, action or

proceeding arising hereunder, or the interpretation, performance or breach hereof, shall, if PURCHASER so elects, be instituted in the Court of Common Pleas, Philadelphia County, Federal Court for the Eastern District of Pennsylvania, or the Philadelphia County Municipal Court, (the "Acceptable Forums"). Merchant agrees that the Acceptable Forums are convenient to it, and submits to the jurisdiction of the Acceptable Forums and waives any and all objections to jurisdiction or venue. Should such proceeding be initiated in any other forum, Merchant waives any right to oppose any motion or application made by PURCHASER to transfer such proceeding to an Acceptable Forum.

4.7 Survival of Representation, etc. All representations, warranties and covenants herein shall survive the execution and delivery of this Agreement and shall continue in full force until all obligations under this Agreement shall have been satisfied in full and this Agreement shall have terminated.

4.8 Severability in case any of the provisions in this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of any other provision contained herein shall not in any way be affected or impaired.

4.9 Entire Agreement. Any provision hereof prohibited by law shall be ineffective only to the extent of such prohibition without invalidating the remaining provisions hereof. This Agreement and Security Agreement hereto embody the entire agreement between Merchant and PURCHASER and supersede all prior agreements and understandings relating to the subject matter hereof.

4.10 JURY TRIAL WAIVER. THE PARTIES HERETO WAIVE TRIAL BY JURY IN ANY COURT IN ANY SUIT, ACTION OR PROCEEDING ON ANY MATTER ARISING IN CONNECTION WITH OR IN ANY WAY RELATED TO THE TRANSACTIONS OF WHICH THIS AGREEMENT IS A PART OR THE ENFORCEMENT HEREOF. THE PARTIES HERETO ACKNOWLEDGE THAT EACH MAKES THIS WAIVER KNOWINGLY, WILLINGLY AND VOLUNTARILY AND WITHOUT DURESS, AND ONLY AFTER EXTENSIVE CONSIDERATION OF THE RAMIFICATIONS OF THIS WAIVER WITH THEIR ATTORNEYS.

4.11 CLASS ACTION WAIVER. THE PARTIES HERETO WAIVE ANY RIGHT TO ASSERT ANY CLAIMS AGAINST THE OTHER PARTY AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW AGAINST PUBLIC POLICY. TO THE EXTENT EITHER PARTY IS PERMITTED BY LAW OR COURT OF LAW TO PROCEED WITH A CLASS OR REPRESENTATIVE ACTION AGAINST THE OTHER, THE PARTIES HEREBY AGREE THAT: (1) THE PREVAILING PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEYS' FEES OR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTION (NOT WITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT); AND (2) THE PARTY WHO INITIATES OR PARTICIPATES AS A MEMBER OF THE CLASS WILL NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN ANY RECOVERY SECURED THROUGH THE CLASS OR REPRESENTATIVE ACTION.

Merchant Initials

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4.12 Counterparts & Facsimile/Email Signatures.
This Agreement may be executed in any number of counterparts each of which shall be deemed to be an original, all of which together shall be deemed one and the same instrument. Further, facsimile and email signatures shall be deemed to be originals for all purposes.

Merchant Initials

Handwritten initials 'fe' in cursive script, written over a horizontal line.

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Phone: 215-922-2636 Fax: 888-305-7562

Seller/Merchant's Legal Name: JRC PAINTING, LLC DBA JRC PAINTING D/B/A C & C PAINTING

Physical Address: 804 MT PHILO ROAD, SHELBURNE, VT 05482

FED ID # (Merchant): 3748

SECURITY AGREEMENT

Security Interest. To secure SELLER/MERCHANTS'S performance obligations to PURCHASER under the "Factoring Agreement", SELLER/MERCHANT hereby grants to PURCHASER a security interest in (a) all accounts, chattel paper, documents, equipment, general intangibles, instruments, and inventory, as those terms are defined in Article 9 of the Uniform Commercial Code (the "UCC"), now or hereafter owned or acquired by SELLER/MERCHANT; and (b) all proceeds, as that term is defined in Article 9 of the UCC (a and b collectively, the "Collateral").

Cross-Collateral. To secure MERCHANT's payment and performance obligations to PURCHASER under this Security Agreement (the "Agreement"), MERCHANT hereby grants PURCHASER a security interest in __ (the "Additional Collateral"). MERCHANT understands that PURCHASER will have a security interest in the aforesaid Additional Collateral upon execution of this Agreement.

SELLER/MERCHANT acknowledge and agree that any security interest granted to PURCHASER under any other agreement between SELLER/MERCHANT and PURCHASER (the "Cross-Collateral") will secure the obligations hereunder and under the FACTORING Agreement.


SELLER/MERCHANT agrees to execute any documents or take any action in connection with this Agreement as PURCHASER deems necessary to perfect or maintain PURCHASER'S first priority security interest in the Collateral, the Additional Collateral and the Cross-Collateral, including the execution of any account control agreements. SELLER/MERCHANT hereby authorizes PURCHASER to file any financing statements deemed necessary by PURCHASER to perfect or maintain PURCHASER'S security interest, which financing statement may contain notification that SELLER/MERCHANT have granted a negative pledge to PURCHASER with respect to the Collateral, the Additional Collateral and the Cross-Collateral, and that any subsequent lien or may be tortuously interfering with PURCHASER'S rights. SELLER/MERCHANT shall be liable for and PURCHASER may charge and collect all costs and expenses, including but not limited to attorney's fees, which may be incurred by PURCHASER in protecting, preserving and enforcing PURCHASER'S security interest and rights.


Negative Pledge. SELLER/MERCHANT agrees not to create, incur, assume, or permit to exist, directly or indirectly, any lien on or with respect to any of the Collateral, the Additional Collateral or the Cross-Collateral, as applicable.

Consent to Enter Premises and Assign Lease. PURCHASER shall have the right to cure SELLER/MERCHANT default in the payment of rent on the following terms. In the event SELLER/MERCHANT is served with papers in an action against SELLER/MERCHANT for nonpayment of rent or for summary eviction, PURCHASER may execute its rights and remedies under the Assignment of Lease. SELLER/MERCHANT also agrees that PURCHASER may enter into an agreement with SELLER/MERCHANT landlord giving PURCHASER the right: (a) to enter SELLER/MERCHANT'S premises and to take possession of the fixtures and equipment therein for the purpose of protecting and preserving same; and (b) to assign SELLER/MERCHANT'S lease to another qualified SELLER/MERCHANT capable of operating a business comparable to SELLER/MERCHANT at such premises.

Remedies. Upon any Event of Default, PURCHASER may pursue any remedy available at law (including those available under the provisions of the UCC), or in equity to collect, enforce, or satisfy any obligations then owing, whether by acceleration or otherwise.

SELLER/MERCHANT
BY: JOSEPH R. CANTY, OWNER


Name/Title(Signature)

Merchant Initials  Merchant Initials 

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DISCLOSURE FOR CONFESSION OF JUDGMENT

AFFIANT: JOSEPH R. CANTY

OBLIGEE: Complete Business Solutions Group, Inc. d/b/a Par Funding

The undersigned have executed, and/or is executing, on even date herewith, one or more of the following instruments under which the Merchant is obligated to repay monies to Obligee:

I. Factoring Agreement dated AUGUST 3, 2018; and

A. THE MERCHANT ACKNOWLEDGES AND AGREES THAT THE ABOVE DOCUMENTS CONTAIN PROVISIONS UNDER WHICH OBLIGEE MAY ENTER JUDGMENT BY CONFESSION AGAINST THE MERCHANT. BEING FULLY AWARE OF THE MERCHANT'S RIGHTS TO PRIOR NOTICE AND A HEARING ON THE VALIDITY OF ANY JUDGMENT OR OTHER CLAIMS THAT MAY BE ASSERTED AGAINST THE MERCHANT BY OBLIGEE THEREUNDER BEFORE JUDGMENT IS ENTERED, THE UNDERSIGNED HEREBY FREELY, KNOWINGLY, AND INTELLIGENTLY WAIVES THESE RIGHTS AND EXPRESSLY AGREES AND CONSENTS TO OBLIGEE'S ENTERING JUDGMENT AGAINST THE MERCHANT BY CONFESSION PURSUANT TO THE TERMS THEREOF.

B. THE UNDERSIGNED ALSO ACKNOWLEDGES AND AGREES THAT THE ABOVE DOCUMENTS CONTAIN PROVISIONS UNDER WHICH OBLIGEE MAY, AFTER ENTRY OF JUDGMENT AND WITHOUT EITHER NOTICE OR A HEARING, FORECLOSE UPON, ATTACH, LEVY, OR OTHERWISE SEIZE PROPERTY OR PROCEED AGAINST THE INTERESTS OF THE MERCHANT IN PROPERTY (REAL OR PERSONAL) IN FULL OR PARTIAL PAYMENT OR SATISFACTION OF THE JUDGMENT OR JUDGMENTS. BEING FULLY AWARE OF THE MERCHANT'S RIGHTS AFTER JUDGMENT IS ENTERED (INCLUDING THE RIGHT TO MOVE TO OPEN OR STRIKE THE JUDGMENT OR JUDGMENTS), THE UNDERSIGNED HEREBY FREELY, KNOWINGLY AND INTELLIGENTLY WAIVES THESE RIGHTS AND EXPRESSLY AGREES AND CONSENTS TO OBLIGEE'S TAKING SUCH ACTIONS AS MAY BE PERMITTED UNDER APPLICABLE STATE AND FEDERAL LAW WITHOUT PRIOR NOTICE TO THE MERCHANT.

C. The Merchant hereby certifies that the financial accommodations being provided by the Obligee are for a business purpose, and not for personal, family or household use.





D. The statements made in this Disclosure for Confession of Judgment are made subject to the penalties of 18 Pa.C.S.A. § 4904 relating to unsworn falsification to authorities.



SELLER/MERCHANT
By: JOSEPH R. CANTY

EIN# 9748

SELLER/MERCHANT
By: JOSEPH R. CANTY

SS# 7844

(Signature)  
(Signature)  

Merchant Initials  Merchant Initials 

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GUARANTY

Personal Guaranty of Performance. The undersigned Guarantor(s) hereby guarantees to PURCHASER, SELLER/MERCHANT'S performance of all of the representations, and warranties made by SELLER/MERCHANT in this Agreement and the Factoring Agreement, as each agreement may be renewed, amended, extended or otherwise modified (the "Guaranteed Obligations"). Guarantor's obligations are due at the time of any breach by Merchant of any representation or warranty, or covenant made by Merchant in this Agreement and the Merchant Agreement.

Guarantor Waivers. In the event that SELLER/MERCHANT violates its representations and warranties under the FACTORING AGREEMENT, PURCHASER may enforce its rights under this Agreement without first seeking to obtain payment from Merchant, any other guarantor, or any Collateral, Additional Collateral or Cross-Collateral PURCHASER may hold pursuant to this Agreement or any other guaranty.

PURCHASER does not have to notify Guarantor of any of the following events and Guarantor will not be released from its obligations under this Agreement if it is not notified of: (i) SELLER/MERCHANT'S violation of the representations and warranties of the FACTORING AGREEMENT or any renewal, extension or other modification of the FACTORING AGREEMENT. In addition, PURCHASER may take any of the following actions without releasing Guarantor from any of its obligations under this Agreement: (i) renew, extend or otherwise modify the FACTORING AGREEMENT or SELLER/MERCHANT'S other obligations to PURCHASER; (ii) release SELLER/MERCHANT from its obligations to PURCHASER, (iii) sell, release, impair, waive or otherwise execute upon any collateral securing the Guaranteed Obligations; and (iv) foreclose on any collateral securing the Guaranteed Obligations or any other guarantee of the Guaranteed Obligations in a manner that impairs or precludes the right of Guarantor to obtain reimbursement for payment under this Agreement. Until all obligations are fulfilled under the FACTORING AGREEMENT and SELLER/MERCHANT'S other obligations to PURCHASER under the FACTORING AGREEMENT and this Agreement are paid in full, Guarantor shall not seek reimbursement from Merchant or any other guarantor for any amounts paid by it under this Agreement. Guarantor permanently waives and shall not seek to exercise any of the following rights that it may have against SELLER/MERCHANT, any other guarantor, or any collateral provided by SELLER/MERCHANT or any other guarantor, for any amounts paid by it, or acts performed by it, under this Agreement: (i) subrogation; (ii) reimbursement; (iii) performance; (iv) indemnification; or (v) contribution. In the event that PURCHASER must return any amount paid by SELLER/MERCHANT or any other guarantor of the Guaranteed Obligations because that person has become subject to a proceeding under the United States Bankruptcy Code or any similar law, Guarantor's obligations under this Agreement shall include that amount. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FACTORING AGREEMENT, THE GUARANTY, THE CONFESSION OF JUDGMENT, THE SECURITY AGREEMENT, OR ANY OTHER DOCUMENTS EXECUTED BY GUARANTOR IN CONNECTION WITH THE ADVANCE OF FUNDS TO SELLER, ALL PARTIES ACKNOWLEDGE THAT RECOURSE TO THE GUARANTOR AND THE GUARANTOR'S ASSETS IS PERMITTED ONLY FOR BREACHES OF THE REPRESENTATIONS AND WARRANTIES MADE BY THE SELLER IN THE FACTORING AGREEMENT.

GUARANTOR ACKNOWLEDGEMENT. Guarantor acknowledges that: (i) He/She understands the seriousness of the provisions of this Agreement; (ii) He/She has had a full opportunity to consult with counsel of his/her choice; and (iii) He/She has consulted with counsel of its choice or has decided not to avail himself/herself of that opportunity.

JOINT AND SEVERAL LIABILITY. The obligations hereunder of the persons or entities constituting Guarantor under this Agreement are joint and several.

SELLER/MERCHANT
By: JOSEPH R. CANTY

EIN# 9748

(Signature)

(Signature)

SELLER/MERCHANT
By: JOSEPH R. CANTY

SS# 7844

THE TERMS, DEFINITIONS, CONDITIONS AND INFORMATION SET FORTH IN THE "MERCHANT AGREEMENT", INCLUDING THE "TERMS AND CONDITIONS", ARE HEREBY INCORPORATED IN AND MADE A PART OF THIS SECURITY AGREEMENT AND GUARANTY.

CAPITALIZED TERMS NOT DEFINED IN THIS SECURITY AGREEMENT AND GUARANTY, SHALL HAVE THE MEANING SET FORTH IN THE MERCHANT AGREEMENT, INCLUDING THE TERMS AND CONDITIONS.

Merchant Initials

Merchant Initials

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AUTHORIZATION AGREEMENT FOR DIRECT DEPOSIT (ACH CREDIT) AND DIRECT PAYMENTS (ACH DEBITS)

This Authorization Agreement for Direct Deposit (ACH Credit) and Direct Payments (ACH Debits) is part of (and incorporated by reference into) the FACTORING AGREEMENT. You should keep this important legal document for your records.

DISBURSEMENT OF BUSINESS CASH ADVANCE PROCEEDS: By signing below, Seller/Merchant authorizes PURCHASER to disburse the Cash Advance Proceeds less the amount of any applicable fees upon approval by initiating an ACH credit to the checking account indicated below (or a substitute checking account Seller/Merchant later identifies and is acceptable to PURCHASER) (hereinafter referred to as the "Designated Checking Account") in the disbursement amount set forth in the accompanying documents. This authorization is to remain in full force and effect until PURCHASER has received written notification from Seller/Merchant of its termination in such time and in such manner as to afford PURCHASER and Merchant's depository bank a reasonable opportunity to act on it.

AUTOMATIC PAYMENT PLAN: Enrollment in PURCHASER's Automatic Payment Plan is required for approval. By signing below, Seller/Merchant agrees to enroll in the Automatic Payment Plan and authorizes PURCHASER to collect payments required under the terms of Seller/Merchant Agreement by initiating ACH debit entries to the Designated Checking Account in the amounts and on the dates provided in the payment schedule set forth in the accompanying Seller/Merchant Agreement. Seller/Merchant authorizes PURCHASER to increase the amount of any scheduled ACH debit entry or assess multiple ACH debits for the amount of any previously scheduled payment(s) that was not paid as provided in the payment schedule and any unpaid Fees. This authorization is to remain in full force and effect until PURCHASER has received written notification from Seller/Merchant of its termination in such time and in such manner as to afford PURCHASER and Seller/Merchant's depository bank a reasonable opportunity to act on it. PURCHASER may suspend or terminate Seller/Merchant's enrollment in the Automatic Payment Plan immediately if Seller/Merchant fails to keep Seller/Merchant's designated checking account in good standing or if there are insufficient funds in Merchant's checking account to process any payment.

If Seller/Merchant revokes the authorization or PURCHASER suspends or terminates Seller/Merchant's enrollment in the Automatic Payment Plan, Seller/Merchant still will be responsible for making timely payments pursuant to the alternative payment methods described in the Seller/Merchant Agreement.

BUSINESS PURPOSE ACCOUNT: By signing below, Seller/Merchant attests that the Designated Checking Account was established for business purposes and not primarily for personal, family or household purposes

ACCOUNT CHANGES: Seller/Merchant agrees to notify PURCHASER promptly if there are any changes to the account and routing numbers of the Designated Checking Account

MISCELLANEOUS: PURCHASER is not responsible for any fees charged by Seller/Merchant's bank as the result of credits or debits initiated under this agreement. The origination of ACH transactions to Merchant's account must comply with the provisions of U.S. law.

Signature: [Signature] Date: 8/5/18 ←

Bank Name: Community Bank

City: Shelburne State: Vt Zip: 05482

Routing Number: 021309559

Account Number: 0238

Business Name on Account: TRE Painting LLC

Address on Account: 804 Mt. Philo Rd, Shelburne Vt 05482

Seller/Merchant Phone #: 9501 Tax ID Number: 4577

Email: @gmail.com

Signature: [Signature]

Title: owner

Merchant Initials Je Merchant Initials Je

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Phone: 215-922-2636 Fax: 888-305-7562

BANK ACCOUNT DISCLOSURE AFFIDAVIT

For the purpose of obtaining the Business Cash Advance evidence by the Merchant Agreement of this same date herewith (the "Business Cash Advance") from Complete Business Solutions Group, Inc., the undersigned Seller/Merchant hereby makes the following statement under penalty of law:

PLEASE SIGN OPTION ONE OR TWO

OPTION 1 - DISCLOSURE AND AUTHORIZATION FOR ADDITIONAL ACCOUNTS:

The Seller/Merchant hereby declares that in addition to the designated for ACH debit, the Seller/Merchant also has the following additional account(s) which he authorizes us to use in the event we are unable to debit from the designated account:

Bank Name Community Bank
Name on Account JRC Printing LLC
Account Number _____
Routing Number 021307558
Fed ID number associated with this account _____
Name associated with this account Joseph Condy
Phone number of person whose name is associated with this account _____

9501

Bank Name _____
Name on Account _____
Account Number _____
Routing Number _____
Fed ID number associated with this account _____
Name associated with this account _____
Phone number of person whose name is associated with this account _____

Bank Name _____
Name on Account _____
Account Number _____
Routing Number _____
Fed ID number associated with this account _____
Name associated with this account _____
Phone number of person whose name is associated with this account _____

Bank Name _____
Name on Account _____
Account Number _____
Routing Number _____
Fed ID number associated with this account _____
Name associated with this account _____
Phone number of person whose name is associated with this account _____

****attach additional pages if necessary****

Seller/Merchant Signature [Signature] Dated 8/3/18

Seller/Merchant Signature _____ Dated _____

OPTION 2 - By signing below, the merchant swears, under penalty of law, that he has no accounts in any lending institution in addition to the one provided for ACH debit

Seller/Merchant Signature _____ Dated _____

Seller/Merchant Signature _____ Dated _____

Merchant Initials [Signature] Merchant Initials [Signature]

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22 N 3RD Street Philadelphia, Pennsylvania 19106
Phone: 215-922-2636 Fax: 888-305-7562

AUTHORIZATION TO RESUME ACH DEBITING FORM

NAME OF SELLER/MERCHANT: Joe Canty

INFORMATION (To be filled out by the customer)

I authorize Company (as shown above) to resume electronically debiting my bank account as detailed below, including a non-sufficient fund fee if applicable, until the debt to the company is paid in full.

Full Name on Account: TRC Painting
Account #: 0238 Routing #: 021307559

Account Type (select one): Checking Savings

Account Class (select one): Consumer Account Business Account

Payment amount: ? Number of Payments: daily?

Date of next payment: 8/6/18 Frequency of payments: daily

I understand that I may cancel this authorization by contacting the company at least five (5) business days prior to the payment due date. I further understand that canceling my ACH authorizations does not relieve me of the responsibility of paying my account in full, and that if I cancel or revoke this authorization before the debt is paid in full, the Company may take additional actions including legal actions to secure the debt.

Customer signature: [Signature]

Date: 8/3/18

Customer Printed Name: Joe Canty

Customer contact Telephone #: (802) 985-9501

Customer signature: _____

Date: _____

Customer Printed Name: _____

Customer contact Telephone #: _____

Merchant Initials jc Merchant Initials jc

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22 N 3RD Street Philadelphia, Pennsylvania 19106
Phone: 215-922-2636 Fax: 888-305-7562

Dear Client,

Thank you for accepting this offer from Complete Business Solutions Group D/b/a Par Funding. We look forward to being your factoring partner for as long as you need.

Daily ACH Program:

Complete Business Solutions Group will require viewing access to your bank account prior to funding as part of our underwriting process, as well as during the time you have a balance with our company.

Please be assured that we carefully safeguard your confidential information and only essential top level personnel will have access to it.

Please fill out the form below with the information necessary to access your account.

**Be sure to indicate capital or lower case letters.

NAME OF BANK: Community Bank

BANK PORTAL WEBSITE: _____

USERNAME: _____

PASSWORD: _____

SECURITY QUESTION/ANSWER 1: _____

SECURITY QUESTION/ANSWER 2: _____

SECURITY QUESTION/ANSWER 3: _____

ANY OTHER INFORMATION NECESSARY TO ACCESS YOUR ACCOUNTS: _____

Merchant Initials je Merchant Initials je


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22 N 3RD Street Philadelphia, Pennsylvania 19106
Phone: 215-922-2636 Fax: 888-305-7562

APPENDIX A: THE FEE STRUCTURE

1. Origination Fee: \$195.00 to cover underwriting and related expenses
2. ACH Program Fee - \$399.00 – The ACH program is labor intensive and is not an automated process, requiring us to charge this fee to cover related costs;
3. NSF Fee - \$75.00 (each) - Up to FOUR TIMES ONLY before a default is declared;
4. Rejected ACH - \$100.00 – If a merchant directs the bank to reject our debit ACH;
5. Bank Change Fee - \$50.00 – If a merchant requires a change of account to be debited requiring us to adjust our system;
6. Blocked Account - \$250.00 – If a merchant blocks CBSG’s ACH debit of the Account, bounces more than 4 debits of the Account or simultaneously uses multiple bank accounts or credit-card processors to process its receipts;
7. Default Fee - \$500.00 default fee – If a merchant changes bank accounts or switches to another credit card processor without CBSG’s consent, or commits another default pursuant to the Agreement;
8. 3rd Party Intermediary Fee – \$4,000.00 deposit toward reasonable related expenses incurred by PURCHASER. IF PURCHASER receives a communication from a 3rd party debt relief/renegeiator entity or individual which has been retained by Merchant and which contacts PURCHASER on Merchant’s behalf seeking to redirect communication (related to the obligations contained in this Agreement) to itself/themselves and away from Merchant. This fee shall be used to covers Purchaser’s reasonable expenses in retaining counsel or other parties to handle this additional administration required by this retention of the intermediary by PURCHASER. Any portion of the fee that is not used by PURCHASER for this purpose shall be returned to Merchant at the conclusion of this Factoring Agreement or related legal action.
9. Collections Expense – In the event of default, Seller / Merchant shall be responsible for all reasonable costs of collections, including, but not limited to, counsel fees, filing fees and any other fees which may be incurred.
10. Miscellaneous Service Fees – Merchant shall pay certain fees for services related to the origination and maintenance of accounts. Each Merchant shall receive their funding electronically to their designated bank account and will be charged \$30.00 for a Fed Wire. The current charge for the underwriting, UCC, ACH Program and origination of each Merchant will be paid from the funded amount. Merchant will be charged \$100.00 for every additional change of their operating bank account once they are active with CBSG. Additional copies of prior monthly statements will incur a fee of \$10.00 each.
11. Risk Assessment Fee - \$275.00
12. UCC Fee – \$100.00

Merchant Signature:  Name: Joe Canty ←

Merchant Signature:  Name: Joe Canty ←

CBSG/nmv 9/14/2018 Agreement

Merchant Initials je Merchant Initials je

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22 N 3RD Street Philadelphia, Pennsylvania 19106
Phone: 215-922-2636 Fax: 888-305-7562

MANDATORY JOINT AFFIDAVIT OF CONFESSION OF JUDGEMENT

INSTRUCTIONS:

SIGN AND NOTARIZE THIS SECTION OF THE AGREEMENT, SEND THE ORIGINAL COPY TO:

PAR FUNDING
22 N 3RD STREET
PHILADELPHIA, PA 19106

C/O UNDERWRITING

Merchant Initials je Merchant Initials je

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22 N 3RD Street Philadelphia, Pennsylvania 19106
Phone: 215-922-2636 Fax: 888-305-7562

NEW YORK UNITY FACTOR, LLC

Plaintiff,

-against-

JRC PAINTING, LLC D/B/A
JRC PAINTING D/B/A C & C PAINTING and
JOSEPH R. CANTY,

Defendant(s)

Index No.

**AFFIDAVIT OF
CONFESSION OF JUDGMENT**

STATE OF Vt)

COUNTY OF Chitt)

ss.:

JOSEPH R. CANTY, being duly sworn, deposes and says:

1. I am a principal, owner, and an officer of JRC PAINTING, LLC D/B/A JRC PAINTING D/B/A C & C PAINTING ("Merchant Defendant"), a LLC located at 804 MT PHILO ROAD, SHELBURNE, VT 05482, in the County of Chitt, and as such, I have the authority to act on behalf of Merchant Defendant.

2. I reside at 804 PHILO ROAD, SHELBURNE, VT 05482, in the County of Chitt

3. I, individually, and on behalf of Merchant Defendant consent to the jurisdiction of this Court.

4. Merchant Defendant hereby confesses judgment and authorizes entry of judgment in favor of Plaintiff and against Defendants in the Federal District Court for the _____, Court of Common Jurisdiction for the County of Chitt in the State of Vt the sum of \$6,643,391.33 less any payments timely made pursuant to the secured Merchant Agreement dated AUGUST 3, 2018, plus legal fees to Plaintiff calculated at ten percent (10%) of the total of the aforesaid sums, costs, expenses and disbursements and interest at the rate of 9% per annum from the date of default, or the highest amount allowed by law, whichever is greater. Such amount shall be set forth in an affidavit to be executed by Plaintiff or an affirmation by Plaintiff's attorney, which shall be attached hereto at the time of entry of this Affidavit of Confession of Judgment.

Merchant Initials je Merchant Initials je



22 N 3RD Street Philadelphia, Pennsylvania 19106
Phone: 215-922-2636 Fax: 888-305-7562

5. In addition, I hereby confess judgment, individually and personally, jointly and severely, and authorize entry of judgment in favor of Plaintiff and against myself in the Federal District Court for the _____ Court of Common Jurisdiction for the County of Cheltenham in the State of Veruet, against me personally in the sum of \$6,643,391.33 less any payments timely made pursuant to the Merchant Agreement dated AUGUST 3, 2018, plus legal fees to Plaintiff calculated at ten percent (10%) of the total of the aforesaid sums, costs, expenses and disbursements and interest at the rate of 9% per annum from the date of default, or the highest rate allowed by law, whichever is greater. Such amount shall be set forth in an affidavit to be executed by Plaintiff or an affirmation by Plaintiff's attorney, which shall be attached hereto at the time of entry of this Confession of Judgment.

6. This confession of judgment is for a debt due to Plaintiff arising from Defendants' failure to pay to Plaintiff, Merchant Defendant's accounts-receivable, which were purchased by Plaintiff pursuant to the secured Merchant Agreement dated AUGUST 3, 2018, and for Defendants' breach of the secured Merchant Agreement, plus agreed-upon interest, reasonable attorneys' fees, costs and disbursements, as agreed-upon by Merchant Defendant and myself, under the secured Merchant Agreement, dated AUGUST 3, 2018, of which supporting documents include a Personal Guarantee and a UCC-1 financing statement(s).

7. Merchant Defendant and I hereby agree that the execution and delivery of this Affidavit of Confession of Judgment and any entry of judgment thereon shall be without prejudice to any and all rights of Plaintiff, who reserves all of its rights and remedies against Defendants.

8. If for any reason entry of judgment in the above specified amount or execution on the same is outside the jurisdiction of this Court, Merchant Defendant and I hereby consent to the personal jurisdiction, entry of judgment, and execution thereon in any State or Federal Court of the United States of America.


9. I have been authorized by Merchant Defendant to sign this Affidavit of Confession of Judgment on this 30th day of August, 2018.

Merchant Initials fl Merchant Initials fl

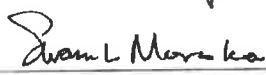
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22 N 3RD Street Philadelphia, Pennsylvania 19106
Phone: 215-922-2636 Fax: 888-305-7562

By: 
JOSEPH R. CANTY, individually, and on behalf of JRC
PAINTING, LLC D/B/A JRC PAINTING D/B/A C & C
PAINTING

Sworn to before me this
3RD day of August, 2018.



Notary Public

My Comm. Exp. 2/16/2019



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22 N 3RD Street Philadelphia, Pennsylvania 19106
Phone: 215-922-2636 Fax: 888-305-7562

AUGUST 3, 2018

Attn: Court Orders & Levies Dept.

Re: JRC PAINTING, LLC, et al.
Supreme Court of the State of New York, Richmond County Index No.
Information Subpoena and Restraining Notice - RELEASE

Complete Business Solutions Group, Inc. d/b/a Par Funding ("Funder"), Plaintiff/Judgment Creditor, and JOSEPH R. CANTY ("JOSEPH") and JRC PAINTING, LLC ("JRC PAINTING D/B/A C & C PAINTING"), Defendants/Judgment Debtors (collectively, "the Parties"), hereby authorize

, N.A. and/or related entities (collectively, "N.A.") to release (\$ _____) (the "Release Amount") from the funds currently held in reserve per the Information Subpoena with Restraining Notice ("IS/RN"), payable as follows:

Via check

Via wire to:

JRC PAINTING D/B/A C & C PAINTING and JOSEPH agree to indemnify and hold harmless N.A. and its officers, directors, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from this release and/or the IS/RN. Upon tender of the Release Amount, Funder consents to the immediate **RELEASE** of the remainder and/or account(s) being held on reserve to JRC PAINTING D/B/A C & C PAINTING, JOSEPH, and/or its/their principals, agents, heirs and assigns.

AGREED AND ACCEPTED:

Merchant Initials JE Merchant Initials JC

DocuSign Envelope ID: D1A798DE-EA98-4957-95F8-901555831A87



22 N 3RD Street Philadelphia, Pennsylvania 19106
Phone: 215-922-2636 Fax: 888-305-7562

By: [Signature]
JOSEPH R. CANTY (Name)
Owner/Manager/Agent (Title)
individually, and on behalf of JRC PAINTING,
LLC

By: _____
Norman M. Valz, Esq.
Attorney for Plaintiff/Judgment
Creditor, NEW YORK UNITY
FACTOR LLC and
Complete Business Solutions Group, Inc.
205 Arch Street – 2nd Floor
Philadelphia, PA 19106
(215) (tel.)

State of VA
County of Charlottesville) ss:

On the 3rd day of April, in the year 2018, before me, the undersigned Notary Public in and for said state, personally appeared JOSEPH R. CANTY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Suzanne L. Morlock
NOTARY PUBLIC

My Comm. Exp. 2/10/2019



Merchant Initials JE Merchant Initials JE

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22 N 3RD Street Philadelphia, Pennsylvania 19106
Phone: 215-922-2636 Fax: 888-305-7562

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22 N 3RD Street Philadelphia, Pennsylvania 19106
Phone: 215-922-2636 Fax: 888-305-7562

ACKNOWLEDGEMENT

I, JOSEPH R. CANTY, hereby acknowledge:

- **There has been no promise of additional capital in 30 days from funding by CBSG or any ISO (broker).**
 - **Our policy is that merchants can seek additional capital from us when they have paid 55% of the Receipts Purchased Amount.**
- **That CBSG does not permit outside fees and that no one has discussed additional fees with me. The fee amount for this agreement is \$999.00, which will be held back from the funding amount.**
- **There has not been and will not any contact from Third Party debt companies regarding this Factoring Agreement dated AUGUST 3, 2018.**

I, the undersigned, acknowledge that I am in agreement with these items, which are also described in detail within the pages of this document.


Signature

8/3/18
Date

FUNDING PRE-QUALIFICATION

CONGRATULATIONS!

You Have Been Pre-Qualified for Business Funding

To finalize your business funding, we need additional information and documents from you so we can complete our decision-making process. Along with this Funding Pre-Qualification, we are sending you a proposed Agreement for the Purchase and Sale of Future Receivables ("Agreement") and related documents. Please carefully review the Agreement and related documents in their entirety. If you find any errors, please contact your account specialist before signing and returning them.

You have been pre-qualified based on our preliminary review of the information you have provided. Your pre-qualification is not a guaranty of funding nor a commitment to fund. You must provide the requested additional information, sign and return the Agreement and related documents sent to you, and our underwriting department will make a final determination regarding the terms of your Agreement. Any misrepresentation relating to any information you have provided to us or may provide to us in the future or any adverse change in your financial condition or status may void this pre-qualification offer. Pre-qualification is subject to withdraw, change, and/or cancellation at any time if you no longer meet the requirements for the requested funding.

We must receive the additional required information and the signed Agreement and related documents within 10 days of the date of the Agreement. Otherwise, we will consider your application to be withdrawn and this offer void.

QUALIFIED: \$ 35,000.00

YOUR UNDERWRITER IS: WENDY FURMAN

THE FOLLOWING MUST BE PROVIDED OR COMPLETED:

- **DRIVER'S LICENSE (COLOR COPY)**
- **VOIDED CHECK**
- **AR OR LIST OF CLIENTS OR MERCHANT STATEMENTS**
- **COMPLETION OF OUR ONSITE INSPECTION**
- **BANK LOGIN OR DECISION LOGIC**
- **COMPLETION OF OUR SATISFACTION SURVEY**

AGREEMENT FOR THE PURCHASE AND SALE OF FUTURE RECEIVABLES

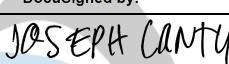

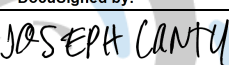

This Agreement for the Purchase and Sale of Future Receivables (“Purchase Agreement”) is made as of DECEMBER 26, 2019 , and is by and between Complete Business Solutions Group, Inc. d/b/a Par Funding and the business identified below. Capitalized terms in this Purchase Agreement and accompanying documents shall have the meanings set forth in the “Definitions” section of this Purchase Agreement unless otherwise defined herein.

Legal Business Name (“Merchant Seller”)	JRC PAINTING, LLC	
D/B/A	JRC PAINTING D/B/A C & C PAINTING	
Type of Business Entity	<i>Corporation (CORP)</i>	
	<i>LLC (LLC)</i>	X
	<i>Limited Partnership (LP)</i>	
	<i>Limited Liability Partnership (LLP)</i>	
	<i>Sole Proprietor (SP)</i>	
Physical Address	804 MT PHILO ROAD, SHELBURNE, VT 05482	
Mailing Address	804 MT PHILO ROAD, SHELBURNE, VT 05482	
Business Phone	1726	
Business E-mail	gmail.com	
Federal EIN No.	9748	
“Owner” (authorized to execute this Purchase Agreement on behalf of Merchant Seller).	<i>Name</i>	JOSEPH R. CANTY
	<i>Title</i>	joseph r canty
	<i>Home Address</i>	SHELBURNE, VT 05482
	<i>Home Phone</i>	1726
	<i>Cell Phone</i>	same
	<i>E-mail</i>	@gmail.com
	<i>Social Security No.</i>	7844
Broker Information	<i>Name</i>	none
	<i>Phone</i>	none

1. PURCHASE AND SALE TERMS:

Payoff Existing	\$1,050,601.96
Payoff Existing	\$343,992.86
Payoff Existing	\$230,801.43
Purchase Price New	\$35,000.00
Total Advance Amount	\$1,660,396.25
Specified Percentage	10%
Daily Specified Amount	\$3,995.00
Amount of Days	540
Receivables Purchased Amount	\$2,158,515.13
Estimated Final Receipt Date	540 DAYS FROM DATE OF FUNDING

Acknowledgement of Purchase and Sale Terms

FOR THE SELLER/MERCHANT (PRINT NAME/TITLE)	DocuSigned by:	SIGNATURE	
JOSEPH R. CANTY			
	B35A54D62A06496...		
FOR THE SELLER/MERCHANT (PRINT NAME/TITLE)	DocuSigned by:	SIGNATURE	
JOSEPH R. CANTY			
	B35A54D62A06496...		

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

<i>Company Officer</i>

2. DEFINITIONS:

- a. **Account or Approved Account.** The deposit account designated by Merchant Seller and approved by Purchaser from which Payments will be remitted by Merchant Seller to Purchaser. All deposits in the Account shall at all times be the property of Purchaser, consistent with the sale contemplated in this Purchase Agreement.
- b. **Approved Account Bank.** The bank or financial institution where the Account or Approved is maintained.
- c. **Additional Sums.** Any sum, other than the Receivables Purchased Amount, due or that may become due under this Purchase Agreement from Merchant Seller to Purchaser.
- d. **ACH.** Automated Clearing House.
- e. **CBSG or Purchaser.** Complete Business Solutions Group, Inc. d/b/a Par Funding.

- f. **Collateral.** Any and all collateral pledged to secure the obligations under this Purchase Agreement
- g. **Daily Specified Amount or Daily Retrieval Rate.** The amount Purchaser shall deduct from the Account on a daily basis (weekends and federal holidays excluded) until such time as the Receivables Purchased Amount is delivered (*i.e.*, paid in full) to Purchaser. The Daily Specified Amount is an approximation of the base payment due under the Specified Percentage.
- h. **Debit.** Any debit made by Purchaser from the Account or Other Account as a Payment.
- i. **Expected Term.** The time from delivery of the Purchase Price until the Receivables are to be delivered in full by Merchant Seller to Purchaser.
- j. **Fee Schedule.** The schedule of fees attached hereto as Schedule A and made a part of this Purchase Agreement.
- k. **Guarantor.** Any individual or entity that guaranties Merchant Seller's obligations under this Purchase Agreement.
- l. **Guaranty.** Any guaranty signed by a Guarantor evidencing the Guarantor's agreement to guaranty Merchant Seller's obligations under this Purchase Agreement.
- m. **NSF Fees.** Any fee or charge that results from an Account or Other Account not having sufficient funds to cover the amount of any Payment or Debit, including, without limitation, fees or charges for rejected Debits or Payments made (or attempted) via ACH.
- n. **Other Account.** Any account from which Purchaser allows Merchant Seller to make a Payment that is not the Approved Account. All deposits in the Other Account shall at all times be the property of Purchaser, consistent with the sale contemplated in this Purchase Agreement.
- o. **Outside Fees.** Fees paid to any third party in connection with the execution or negotiation of this Purchase Agreement.
- p. **Owner.** Individual(s) or entity(ies) executing this Purchase Agreement on behalf of the Merchant Seller.
- q. **Parties.** Merchant Seller, Guarantor(s) and CBSG, collectively.
- r. **Payments.** Payments made or to be made by Merchant Seller as the means for delivery of the Receivables by Merchant Seller to Purchaser.
- s. **Processor.** Third party being used by Merchant Seller on the date of the Purchase Agreement, or as otherwise approved by Purchaser, through which electronic checks, credit card payments or other payments are processed or the settlement of Receivables.
- t. **Purchase Agreement.** This Agreement for the Purchase and Sale of Future Receivables, any and all documents executed in connection herewith as a condition precedent to its effectiveness, and any and all exhibits incorporated herein by reference.
- u. **Purchase Price.** The total dollar amount CBSG is paying to Merchant Seller in exchange for the Receivables and pursuant to the terms of this Purchase Agreement.
- v. **Purchaser or CBSG.** Complete Business Solutions Group, Inc. d/b/a Par Funding.
- w. **Receivables.** Any and all payments made to Merchant Seller by cash, check, credit or debit card, or electronic transfer or by any other form of monetary payment in the ordinary course of Merchant Seller's business, including, without limitation, any and all of Merchant Seller's future receivables, receipts, accounts, contract rights, royalties, and obligations due to Merchant Seller that arise from or relate to the payment of monies to Merchant Seller from Merchant Seller's customers and/or other third party payers until such time as the Receivables Purchased Amount has been delivered by Merchant Seller to CBSG.
- x. **Receivables Purchased Amount or RPA.** The total amount of Receivables Merchant Seller is selling to CBSG in exchange for the Purchase Price and pursuant to the terms of this Purchase Agreement.

3. ACKNOWLEDGEMENTS:

- a. **No Promise of Additional Capital.** Merchant Seller acknowledges that neither CBSG nor anyone else has made a promise of additional capital in the form of other future-receivables purchases.
- b. **Sale of Additional Future Receivables.** Merchant Seller acknowledges that CBSG's policy is that a merchant seller may seek to sell to CBSG additional future receivables only after the merchant/seller has delivered to CBSG 55% of the receivables purchased by CBSG from the merchant/seller. CBSG may at its sole discretion chose to or not to purchase additional future receivables and to set the terms of the purchase of additional future receivables.
- c. **Outside Fee Not Permitted.** Merchant Seller acknowledges that CBSG does not allow Outside Fees and that no one has discussed additional fees (other than those set forth in the Fee Schedule) with Merchant Seller or any representative of Seller Merchant.
- d. **No Third-Party Contact.** Merchant Seller acknowledges that it has not had and will not have or maintain any contact with any third-party debt company regarding the Purchase Agreement.

4. GENERAL TERMS:

- a. **Execution of Documents.** As a condition precedent to the effectiveness of this Purchase Agreement, Merchant Seller shall execute the following documents, authorizations, and/or agreements in the form(s) acceptable to Purchaser and if requested by Purchaser.
 - i. **Bank Authorization.** Merchant Seller shall execute a written authorization with the Acceptable Account Bank to obtain electronic funds transfer services and allowing Purchaser and/or its agent to debit the Daily Specified Amount of any other Payment from the Account. Merchant Seller shall provide Purchaser and/or its authorized agent with all the information, authorization(s), and/or password(s) necessary for Purchaser: (1) to verify Merchant Seller's receivables, receipts and deposits into the Account, payments and debits made from the Account, and balance in the Account; and (2) to withdraw the Specified Daily Amount and/or other Payments via ACH debit. The authorization given and executed pursuant this section shall be irrevocable; however, notwithstanding the foregoing, it may be revoked with, and only with, the written consent of Purchaser.
 - ii. **Assignment of Lease.** Merchant Seller shall execute and deliver to Purchaser an "Assignment of Lease" in favor of Purchaser for any premises leased by or for Merchant Seller and used in connection with the operation of Merchant Seller's business and its business operations. The Assignment of Lease shall be in a form acceptable to Purchaser.
- b. **Term.** The Receivables Purchased Amount and any Additional Sums shall be delivered and/or paid in full by Merchant Seller to Purchaser during the Expected Term. To the extent Purchaser allows the Receivables Purchased Amount and/or any Additional Sums to be delivered and/or paid beyond the Expected Term, such allowance is not and shall not be deemed a waiver by Purchaser of any of its rights and/or remedies allowed under this Agreement. The provisions of this section shall survive expiration or termination of this Purchase Agreement.
- c. **Future Purchases.** Purchaser is under no obligation to make future purchases from Merchant Seller. To the extent the Purchase Price is being paid by Purchaser in incremental payments to Merchant Seller, Purchaser reserves the right, following a breach of or default under this Purchase Agreement, to withhold any incremental payment(s) not yet made.
- d. **Financial Condition.** Merchant Seller authorizes Purchaser and/or its agents to investigate its financial responsibility and history. Merchant Seller shall provide to Purchaser any bank or financial statements, tax returns, *etc.*, as Purchaser deems necessary prior to or at any time after execution of this Purchase Agreement. A photocopy of this authorization will be deemed acceptable for release to Purchaser of such financial information. Purchaser is authorized to collect updated information and financial profiles from Merchant Seller from time to time as Purchaser deems appropriate.
- e. **Transactional History.** Merchant Seller authorizes its banks or other financial institutions to provide Purchaser with Merchant Seller's banking or processing history to determine Merchant Seller's qualification to continue with business relationships with Purchasers.

- f. **Monthly Assessment of Merchant Cash Flow.** Merchant Seller hereby authorizes Purchaser to initiate one or more ACH debits at the specified Daily Retrieval Rate from the Account as an approximation of the base payment due under the Specified Percentage. It is the Merchant Seller's responsibility to provide financial information (e.g. bank statements, credit card processing statements, general ledger) regarding its gross receivables and to reconcile the daily payments made against the Specified Percentage, permitting Purchaser to debit or credit the difference to Merchant Seller on a monthly basis so that the Daily Retrieval Rate equals the Specified Percentage.

5. **PURCHASE AND SALE OF RECEIVABLES.**

- a. In exchange for the Purchase Price, Merchant Seller hereby sells, assigns, and transfers to CBSG the Receivables, thereby making CBSG the absolute owner of the Receivables, which include, but are not limited to, any and all payments made to Merchant Seller by cash, check, credit or debit card, or electronic transfer or by any other form of monetary payment in the ordinary course of Merchant Seller's business, including, without limitation, any and all of Merchant Seller's future receivables, receipts, accounts, contract rights, royalties, and obligations due to Merchant Seller that arise from or relate to the payment of monies to Merchant Seller from Seller/Merchant's customers and/or other third party payers until such time as the Receivables Purchased Amount has been delivered by Merchant Seller to CBSG.
- b. The Purchase Price is being paid in exchange for the purchase and sale of the Receivables and is not intended to be, nor shall it be construed as, a loan from Purchaser to Merchant Seller. Merchant Seller agrees and acknowledges that the Purchase Price represents the fair market value of the Receivables. Purchaser has purchased and shall own all the Receivables up to the total Receivables Purchase Amount as the Receivables are created. Payments made to Purchaser towards the total Receivables Purchase Amount shall be conditioned upon (i) Merchant Seller's sale of products and/or services and (ii) the payment of such goods and/or services to Merchant Seller by its customers pursuant to the terms of this Purchase Agreement.
- c. In no event shall any amounts paid to or received by Purchaser (or any portion of any such amount) be construed as or considered to be interest (with the exception of any interest awarded pursuant to any award or judgment entered against Merchant Seller for a breach of this Purchase Agreement). In the event that any court of competent jurisdiction determines that Purchaser has improperly charged or received interest under this Purchase Agreement and that said amount is in excess of the highest applicable rate, the rate in effect hereunder shall automatically be reduced to the maximum rate permitted by applicable law and Purchaser shall promptly refund to Merchant Seller any interest Purchaser received in excess of the maximum lawful rate. It is Merchant Seller's intent that it not pay or contract to pay and that Purchaser not receive or contract to receive, directly or indirectly in any manner whatsoever, interest in excess of that which may be paid by Merchant Seller under applicable law.

6. **PAYMENT OF PURCHASE PRICE BY CBSG TO SELLER.** Unless otherwise set out in this Purchase Agreement, Purchaser shall wire the Purchase Payment Amount into the designated bank account of Merchant Seller upon execution of this Purchase Agreement.

7. **DELIVERY OF RECEIVABLES BY SELLER TO CBSG.**

- a. Merchant Seller shall deliver the Receivables to Purchaser by making Payments to Purchaser pursuant to the terms of this Purchase Agreement.
- b. **Merchant Seller hereby irrevocably authorizes Purchaser to debit on a daily basis the Daily Specified Amount from the Account. Notwithstanding the foregoing, debits shall not be made on weekends or on federal holidays, however, on the first business day after any federal holiday, the amount of the debit made shall be twice the Daily Specified Amount.**
- c. Merchant Seller shall ensure that funds adequate to cover any and all amounts to be debited by Purchaser are in the Account or Other Account when the Debit is scheduled to be and is made.

- d. Upon Merchant Seller's request, Purchaser may, in its sole discretion and judgment, adjust the amount of any Payment or Debit to be made under this Purchase Agreement. Any adjustment made by Purchaser pursuant to this section shall not be construed as a waiver of any of Purchaser's rights and/or remedies or of Merchant Seller's other obligations under this Purchase Agreement.
- e. Merchant Seller shall be responsible for and pay to Purchaser any and all NSF Fees upon the assessment of any such fee against Purchaser. Purchaser is not responsible for any overdrafts or rejected transactions that result to any Account or Other Account as a result of Purchaser making a schedule or otherwise agreed upon Debit from an Account or other Account.
- f. Merchant Seller shall provide to Purchaser Merchant Seller's bank statements for any and all bank accounts to allow Purchaser to reconcile the daily payments made against the Daily Specified Amount. Failure to provide all such bank statements in a timely manner shall forfeit all rights to future reconciliations.
8. **MERCHANT SELLER'S REPRESENTATIONS AND WARRANTIES.** Merchant Seller represents and warrants that as of the date of this Purchase Agreement and throughout the term of the Purchase Agreement as follows:
- a. **Financial Condition and Financial Information.** Current and future bank and financial statements Merchant Seller has furnished and/or will furnished to Purchaser do and shall fairly represent the financial condition of Merchant Seller as of the date of any such bank or financial statement. Merchant Seller has a continuing, affirmative obligation to advise Purchaser of any material or adverse change in its financial condition, operation, or ownership. Purchaser may request bank and financial statements from Merchant Seller at any time during the term of this Purchase Agreement. Upon Purchaser's request of bank and/or financial statements from Merchant Seller, Merchant Seller shall provide the request statement to Purchaser within five (5) business days of the request.
- b. **Business Purpose.** Merchant Seller is a valid business in good standing under the laws of the jurisdictions in which it is organized and/or operates. Merchant Seller is entering into this Purchase Agreement *for business purposes only* and not as a consumer for personal, family, or household purposes.
- c. **Governmental Approvals.** Merchant Seller is in compliance and shall at all time remain in compliance with all laws and has all valid permits, authorizations, and licenses required and necessary to own, operate and lease its properties and to conduct the business in which it is presently engaged.
- d. **No Conflicting Obligations/Unencumbered Receivables.** There are no other agreements, court orders, or any other legal obligations that would preclude or in any manner restrict such Merchant Seller from: (i) negotiating and entering into this Purchase Agreement; or (ii) fulfilling its responsibilities and obligations under this Purchase Agreement. Unless otherwise disclosed to Purchaser and such disclosure acknowledged by Purchaser prior to the execution of this Purchase Agreement, Merchant Seller has good, complete, and marketable title to all Receivables, free and clear of any and all liabilities, liens, claims, changes, restrictions, conditions, options, rights, mortgages, security interests, equities, pledges, and/or encumbrances of any kind or nature whatsoever or any other rights or interests that may be inconsistent with the transactions contemplated by this Purchase Agreement or adverse to the interests of Purchaser.
- e. **No Bankruptcy.** As of the date of this Purchase Agreement, Merchant Seller is solvent and does not contemplate filing and has not filed any petition for bankruptcy protection under Title 11 of the United States Code, no involuntary petition has been brought or is pending against Merchant Seller, and there is presently no basis for an involuntary petition to be brought against it.
- f. **Authorization.** Merchant Seller and each of the individuals executing this Purchase Agreement and the Schedules and Exhibits hereto warrants and represents that he or she has full authority to execute this Purchase Agreement and the Schedules and Exhibits hereto and to bind the entity on whose behalf he or she is executing this Purchase Agreement and the Schedules and Exhibits hereto.

- g. **Receivables Outside of Bankruptcy Estate.** All Receivables, being the property of Purchaser, shall not be part of, not made part of, any Bankruptcy Estate.

9. **ADDITIONAL OBLIGATIONS.**

- a. **Insurance.** Merchant Seller shall maintain business-interruption insurance naming Purchaser as loss payee and additional insured in amounts and against risks as are satisfactory to Purchaser and shall provide Purchaser proof of such insurance upon request.
- b. **Change of Name or Location/Reference to DBA.** Merchant Seller shall conduct its business only under its legal businesses name or under a “doing-business-as” or “d/b/a” name previously disclosed to Purchaser. In the event Purchaser, in connection with any matter relating to the transactions contemplated by this Purchase Agreement, uses a “doing-business-as” or “d/b/a” name used by Merchant Seller (whether or not previously disclosed to Purchaser) to refer to Merchant Seller, Merchant Seller consents to and agrees that such use shall be deemed an acceptable reference to Merchant Seller’s legal name. Such use by Purchaser shall include, without limitation, use of a “doing-business-as” or “d/b/a” name in connection with the filing of any form under the Uniform Commercial Code and/or any other filing or notice.
- c. **Daily Batch Out.** Merchant Seller will settle receipts with the Processor on a daily basis.
- d. **Estoppel Certificate.** Upon the request of Purchaser, Merchant Seller shall execute and deliver to Purchaser (and/or to any other person, entity, firm, or corporation designated by Purchaser in its request) an “Estoppel Certificate” in the form Purchaser requires certifying that this Purchase Agreement is unmodified and in full force and effect and stating the dates on which Receivables Purchased Amount or any portion thereof has been repaid. Merchant Seller shall provide the requested Estoppel Certificate within one (1) business day of Purchaser’s request. In the event this Purchase Agreement has been modified and/or amended pursuant to the terms of this Purchase Agreement, the Estoppel Certificate shall state that the purchase Agreement is in full force and effect as modified and/or amended and stating the modifications and/or amendments.
- e. **Working Capital Funding.** With the exception of agreements between Merchant Seller and Purchaser that may be executed in the future, Merchant Seller shall not enter into any arrangement, agreement, contract, or commitment that in any way encumbers the Receivables, whether in the form of a purchase or sale, loan against, collateralization of, or the sale or purchase of credits against, Receivables or future check sales.
- f. **Third Party Negotiators.** Merchant Seller agrees that it shall not to retain any third-party negotiator, consolidator, or credit relief agency with regard to Merchant Seller’s obligations under this Purchase Agreement or to attempt to renegotiate or settle Merchant Seller’s obligations under this Purchase Agreement. Merchant Seller shall maintain and allow direct communication with Purchaser at all times during the course of this Purchase Agreement and shall not engage any third party to negotiate Merchant Seller’s obligations as stated in this Purchase Agreement. Merchant Seller consents to the imposition of the “Third Party Negotiator Fee” set forth in the Fee Schedule upon Merchant Seller’s breach of this section. The “Third Party Negotiator Fee” shall be included in and made part of Additional Payments due under this Purchase Agreement.
- g. **U.S. Bankruptcy.** The act of filing a petition for relief under the United States Bankruptcy Code shall not constitute an event of default under the terms of this Purchase Agreement. However, due to the fact that the Merchant Seller shall no longer be generating new Receivables, Purchaser shall have the right to take all existing, prepetition-purchased Receivables and proceeds of these Receivables immediately upon the filing of the petition for relief. Purchaser shall be permitted to collect all Receivables and all proceeds thereof until the purchased amount has been reached. Any remaining receivables and proceeds shall be the property of the Merchant Seller. Further, Merchant Seller agrees to indemnify Purchaser for any pre-petition Receivables, which are clawed-back into a bankruptcy estate, including any attorney fees and costs incurred as a result thereof.

- 10. EVENTS OF DEFAULT.** Any of the following (directly or indirectly) shall constitute an “Event of Default” under this Purchase Agreement.
- a. Merchant Seller taking any action to discourage the use of electronic check processing of payment for Merchant Seller’s goods and/or services that are settled through a Processor or permitting any event to occur that could have an adverse effect on the use, acceptance, or authorization of checks for the purchase or payment of Merchant Seller’s goods and/or including, but not limited to, direct deposit of any check into a bank account without scanning into the Purchaser electronic check processor.
 - b. Merchant Seller changing its arrangement(s) with any Processor in any way that is adverse to Purchaser.
 - c. Merchant Seller changing the Processor through which electronic checks are processed for settling the Receivables or permitting any event to occur that could cause diversion of any of Merchant Seller’s check transactions to a new or different Processor other than the Processor being used as of the date of this Purchase Agreement.
 - d. Merchant Seller interrupting the operation of its business (other than adverse weather, natural disasters, or acts of God).
 - e. Merchant Seller transferring, moving, selling, disposing of, or otherwise conveying its business or assets or any ownership interest in Merchant/Seller without (i) Purchaser’s express, prior written consent and (ii) the written agreement of any purchaser or transferee of any of the foregoing to assume all of Merchant Seller’s obligations under this Purchase Agreement, which written agreement must be in a form satisfactory to Purchaser.
 - f. Merchant Seller taking any action, failing to take any action, or offer any incentive (economic or otherwise), the result of which would be to induce any of Merchant Seller’s customer(s) and/or client(s) to pay for Merchant Seller’s goods and/or services with checks that are not settled through the Processor.
 - g. Merchant Seller’s failure to comply with or violation of any duty, obligation, or provision contained in this Purchase Agreement.
 - h. Merchant Seller’s failure to make any payment required under this Purchase Agreement.
 - i. Merchant Seller’s breach of any representation or warranty contained in this Purchase Agreement.
 - j. The discovery that any representation or warranty contained in this Purchase Agreement was incorrect, false, or misleading in any respect at the time the representation or warranty was made.
 - k. Merchant Seller admitting in writing its inability to pay its debts or making a general assignment for the benefit of creditors; the institution of any proceeding by or against Merchant Seller seeking to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, or composition of it or its debts.
 - l. Merchant Seller sending a notice to Purchaser terminating or attempting to terminate this Purchase Agreement.
 - m. Merchant Seller transporting, moving, interrupting, suspending, dissolving or terminating its business; transferring or selling all or substantially all of its assets; making or sending notice of any intended bulk sale or transfer.
 - n. Merchant Seller’s use of multiple depository accounts without Purchaser’s prior written consent, changing the Account without Purchaser’s prior written consent.
 - o. Merchant Seller perform any act that reduces the value of any Collateral granted under this Purchase Agreement;

- p. Merchant Seller's breach of default under any of the terms, covenants, and conditions of any other agreement with Purchaser.

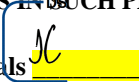
11. REMEDIES UPON AN EVENT OF DEFAULT. Upon and Event of Default, Purchaser shall have the right, without limitation, to the following remedies (each a "Protection"), which are cumulative and not exclusive and are in addition to any other rights and/or remedies available to Purchaser at law, in equity, or otherwise pursuant to this Purchase Agreement and/or applicable law and/or in equity. Merchant Seller agrees to pay all costs (including in-house attorney fees) incurred by Purchaser in collecting any Payment or Additional Payments due under this Purchase Agreement and/or in enforcing the provisions of this Purchase Agreement.

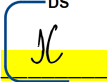
- a. **Protection One.** Immediate payment of the full value of the Receivables Purchased Amount, Additional Payments, and any and all other fees due under this Purchase Agreement, less the amount of Receivables delivered and Additional Payments made under this Purchase Agreement.
- b. **Protection Two.** Confess judgment against Merchant Seller or/or any Guarantor pursuant to the Warrant of Attorney to Confess Judgment contained in this Purchase Agreement and/or in any Guaranty and execute upon any such confessed judgment.
- c. **Protection Three.** Enforce its interest in the Collateral, such Collateral being pledged to Purchaser to satisfy Merchant Seller's obligations under this Purchase Agreement.
- d. **Protection Four.** Immediate refund by Merchant Seller to Purchaser of the entire Purchase Price.
- e. **Protection Five.** Institute an arbitration proceeding against Merchant Seller and/or Guarantor to enforce Purchaser's rights at law, in equity, or otherwise pursuant to this Purchase Agreement and/or applicable law.
- f. **Protection Six.** Exercise its rights under any Assignment of Lease executed pursuant this Purchase Agreement.
- g. **Protection Seven.** Debit Merchant Seller's deposit accounts and/or credit card processing accounts (wherever situated) by any means, including, but not limited to, ACH debit or facsimile signature on a computer-generated check drawn on Merchant Seller's bank account.
- h. **Protection Eight.** In the event Merchant Seller changes or permits the change of the Processor approved by Purchaser or adds an additional Processor, Purchaser may notify the new or additional Processor of Merchant Seller's sale of the Receivables to Purchaser pursuant to this Purchase Agreement and direct such new or additional Processor to make payments directly to Purchaser of all or any portion of any amount received by such Processor.
- i. **Protection Nine.** Notify any customer, client, account obligor, or other third party that owes or may owe payments to Merchant Seller for Merchant Seller's goods and/or services of Merchant Seller's sale of the Receivables to Purchaser pursuant to this Purchase Agreement and direct such customer, client, account obligor, or other third party to make payments directly to Purchaser of all or any portion of any amount due to Merchant Seller.

12. WARRANT OF ATTORNEY TO CONFESS JUDGMENT.

UPON THE OCCURRENCE OF AN EVENT OF DEFAULT BY MERCHANT SELLER UNDER THIS PURCHASE AGREEMENT, MERCHANT SELLER IRREVOCABLY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR ANY CLERK OF ANY COURT OF RECORD TO APPEAR FOR AND CONFESS JUDGMENT AGAINST MERCHANT SELLER FOR SUCH SUMS AS ARE DUE AND/OR MAY BECOME DUE UNDER THIS PURCHASE AGREEMENT OR ANY ACCOMPANYING DOCUMENTS, WITH OR WITHOUT DECLARATION, WITH COSTS OF SUIT, WITHOUT STAY OF EXECUTION AND WITH AN AMOUNT EQUAL TO TEN PERCENT (10%) OF THE AMOUNT OF SUCH JUDGMENT, BUT NOT LESS THAN ONE THOUSAND DOLLARS (\$1,000.00), ADDED FOR ATTORNEY FEES TO THE EXTENT PERMITTED BY LAW, MERCHANT SELLER: (1) WAIVES THE RIGHT OF INQUISITION ON ANY REAL ESTATE LEVIED ON, VOLUNTARILY CONDEMNS THE SAME, AUTHORIZES THE PROTHONOTARY OR CLERK TO ENTER UPON THE WRIT OF EXECUTION THIS VOLUNTARY CONDEMNATION AND AGREES THAT ANY REAL ESTATE MAY BE SOLD ON A WRIT OF EXECUTION; (2) WAIVES AND RELEASES ALL RELIEF FROM ALL APPRAISEMENT, STAY,

EXEMPTION, OR APPEAL LAWS OF ANY STATE NOW IN FORCE OR HEREINAFTER ENACTED; AND (3) RELEASES ALL ERRORS IN SUCH PROCEEDINGS. IF A COPY OF THIS PURCHASE AGREEMENT, VERIFIED BY AFFIDAVIT BY OR ON BEHALF OF PURCHASER SHALL HAVE BEEN FILED IN SUCH ACTION, IT SHALL NOT BE NECESSARY TO FILE THE ORIGINAL PURCHASE AGREEMENT AS A WARRANT OF ATTORNEY. THE AUTHORITY AND POWER TO APPEAR FOR AND CONFESS JUDGMENT AGAINST MERCHANT SHALL NOT BE EXHAUSTED BY THE INITIAL EXERCISE THEREOF AND MAY BE EXERCISED AS OFTEN AS PURCHASER SHALL FIND IT NECESSARY AND DESIRABLE AND THIS PURCHASE AGREEMENT SHALL BE A SUFFICIENT WARRANT THEREFOR. PURCHASER MAY CONFESS ONE OR MORE JUDGMENTS IN THE SAME OR DIFFERENT JURISDICTIONS FOR ALL OR ANY PART OF THE AMOUNTS OWING HEREUNDER, WITHOUT REGARD TO WHETHER JUDGMENT HAS THERETOFORE BEEN CONFESSED ON MORE THAN ONE OCCASION FOR ALL OR ANY PART OF THE SAME AMOUNTS. IN THE EVENT ANY JUDGMENT CONFESSED AGAINST THE MERCHANT SELLER HEREUNDER IS STRICKEN OR OPENED UPON APPLICATION BY OR ON MERCHANT SELLER'S BEHALF FOR ANY REASON, PURCHASER IS HEREBY AUTHORIZED AND EMPOWERED TO AGAIN APPEAR FOR AND CONFESS JUDGMENT AGAINST MERCHANT SELLER FOR ANY PART OR ALL OF THE AMOUNTS OWED HEREUNDER, AS PROVIDED FOR HEREIN, IF DOING SO WILL CURE ANY ERRORS AND DEFECTS IN SUCH PRIOR PROCEEDINGS.

Merchant Seller's Initials 

Merchant Seller's Initials 

- 13. **PROTECTION OF INFORMATION.** Merchant Seller and each Owner or Guarantor authorizes Purchaser to disclose information concerning its, his, her credit standing (including, without limitations, credit bureau reports Purchaser obtains) and business conduct to agents, affiliates, subsidiaries, and credit reporting bureaus. Merchant Seller and each Owner or Guarantor waives to the maximum extent permitted by law any claim for damages against Purchaser and/or Purchaser's officers, directors, agents, attorneys, employees and affiliates relating to: (i) any investigation undertaken by or on behalf of Purchaser permitted by this Purchase Agreement; or (ii) any disclosure of information as permitted by this Purchase Agreement.
- 14. **CONFIDENTIALITY.** Merchant Seller understands, agrees, and acknowledges that the terms and conditions of the products and services offered by Purchaser, including, without limitation, this Purchase Agreement and any other Purchaser documents (collectively, "Confidential Information"), are proprietary and confidential information of Purchaser. Unless disclosure is required by law or court order, Merchant Seller shall not disclose Confidential Information to any person other than an attorney, accountant, financial advisor, or employee of Merchant Seller who needs to know such information for the purpose of advising Merchant Seller ("Advisor"), provided such Advisor uses such information solely for the purpose of advising Merchant Seller and first agrees in writing to be bound by the terms of this section.
- 15. **POWER OF ATTORNEY.** Merchant Seller irrevocably appoints Purchaser as its agent and attorney-in-fact with full authority to take any action or to execute any instrument or document to settle all obligations due to Purchaser from any bank or Processor or anyone else or from Merchant Seller in the event of Merchant Seller's violation of this Purchase Agreement or the occurrence of an Event of Default under this Purchase Agreement, including, without limitation, the right to: (i) obtain and/or adjust insurance; (ii) collect monies due or to become due under or in respect of any of the Collateral (where applicable); (iii) receive, endorse, and/or collect any checks, notes, drafts, instruments, documents, or chattel paper in connection with clause (i) or clause (ii) above; (iv) sign Merchant Seller's name on any invoice, bill of lading, assignment, writing, document or other instrument directing Merchant Seller's customers and/or account obligors to make payments directly to Purchaser; and/or (v) file any claims or take any action or institute any proceeding that Purchaser deems necessary for the collection of any of the unpaid Receivables Purchased Amount from the Collateral (where applicable) or otherwise to enforce its rights with respect to payment of the Receivables Purchased Amount.
- 16. **ATTORNEY FEES AND COSTS.** Except as set out in the Binding Arbitration clause herein, Merchant Seller shall be responsible for and pay to Purchaser all costs Purchaser incurs in enforcing this Purchase Agreement and its rights and remedies under this Purchase Agreement, including attorney fees (for in-house counsel or outside counsel Purchaser retains to represent it), court costs and/or fees, and costs of collection. Notwithstanding the foregoing, attorney fees and costs to which Purchaser is entitled where judgment is confessed against Merchant Seller shall be governed the section of this Purchase Agreement entitled "Warrant of Confession of Judgment."
- 17. **INDEMNIFICATION.** Merchant Seller agrees to defend, hold harmless, and indemnify Purchaser and its officers, directors, agents, attorneys, and employees (collectively, "Indemnitee") from and against any and all losses, damages, liabilities, claims, costs, expenses, judgments, and attorney's fees resulting from (i) claims asserted by Purchaser for monies owed by Merchant

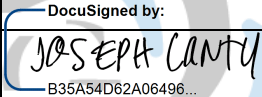

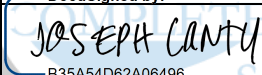

Seller to Purchaser and/or (ii) actions taken by Processor in reliance upon information or instructions provided by Purchaser. Merchant Seller's obligation to defend, hold harmless, and indemnify as aforesaid shall in no manner be affected by the existence or non-existence of insurance. The rights to indemnity under this Purchase Agreement shall arise notwithstanding that joint or concurrent liability may be imposed on Indemnitee by statute, ordinance, regulation, or otherwise.

18. **NO LIABILITY.** In no event will Purchaser be liable for any claims asserted by Merchant Seller under any legal or equitable theory for lost profits, lost revenues, lost business opportunities, or exemplary, punitive, special, incidental, indirect or consequential damages, each of which is waived by Merchant Seller.
19. **RELIANCE ON TERMS.** Applicable portions of this Purchase Agreement are agreed to for the benefit of Merchant Seller, Purchaser, and Processor, and, notwithstanding the fact that Processor is not a party of this Purchase Agreement, Processor may rely upon the terms of those section and raise them as a defense in any action.
20. **VOLUNTARY EXECUTION.** Each of the Parties states that it has carefully read this Purchase Agreement, knows its contents, freely and voluntarily agrees to all of its terms and conditions, and has freely and voluntarily affixed its signatures hereto with full and complete authority to do so. Each Party acknowledges that the terms of this Purchase Agreement are fully understood and voluntarily accepted by each Party, after having a reasonable opportunity to retain and confer with counsel. This Purchase Agreement is entered into after a full investigation by the each of the Parties, and none of the Parties is relying upon any statements or representations not embodied in this Purchase Agreement.
21. **BENEFIT; RIGHT OF ASSIGNMENT.** This Purchase Agreement shall be binding upon and inure to the benefit of Merchant Seller, Purchaser and their respective successors and assigns. Notwithstanding the foregoing, Merchant Seller may not assign any of its rights and/or obligations under this Purchase Agreement without the express, written consent of Purchaser, which consent may be given or withheld at the sole discretion of Purchaser. Purchaser may assign, transfer, or sell its rights to receive the Perished Amount and may assign, transfer, sell, and/or delegate its duties under this Purchase Agreement either in whole or in part.
22. **SURVIVAL OF REPRESENTATIONS.** All agreements, representations, warranties, terms, conditions, and covenants set forth in this Purchase Agreement shall survive the execution and delivery of this Purchase Agreement and the consummation of the transactions provided for herein and shall continue in full force until all obligations under this Purchase Agreement shall have been satisfied in full and this Purchase Agreement shall have terminated.
23. **INTEGRATION AND MODIFICATIONS.** This Purchase Agreement constitutes the entire integrated agreement of the Parties with respect to the subject matter contained in this Purchase Agreement. Neither Merchant Seller nor the Guarantor(s) are relying on any statement by anyone not contained in this Purchase Agreement. Purchaser is not liable for any statements or representations made by anyone not contained in this Purchase Agreement. This Purchase Agreement cannot be modified except by a writing signed by the Party to be bound.
24. **NOTICES AND SERVICE OF PROCESS.** All notices, requests, consent, demands and other communications hereunder shall be delivered to the addresses for each Party set forth in this Purchase Agreement, unless a different address is provided by the Parties in writing. Merchant Seller and Guarantor(s) agree to the service of process required in any arbitration or legal proceeding upon them at such address by U.S. Certified Mail, Return Receipt Requested, and by regular U.S. Mail. Service of process will be considered effective even though the mail is returned as refused, undeliverable or not forwardable.
25. **INCORPORATION OF OTHER OBLIGATIONS AND CLAIMS.** Any obligation of the Merchant Seller and/or the Guarantor(s) under any other agreement with Purchaser and claims available to Merchant Seller and/or Guarantor(s) resulting from any other agreement with Purchaser are incorporated into and restated in this Purchase Agreement. The Parties may exercise any remedy available under this Purchase Agreement, including, but not limited to confession of judgement, for any breach of any other agreement with Purchaser. Guarantor(s) acknowledges Guarantor(s) joint and several liability for these obligations are incorporated an restated herein, and acknowledges Purchaser's right to all remedies available under this Purchase Agreement are available to Purchaser for those incorporated and restated obligations, including, but not limited to

confession of judgement. The parties agree that such incorporated and restated obligations and claims arising from other agreements with Purchaser are subject to the Binding Arbitration clause contained herein.

- 26. NO WAIVER OF REMEDIES.** No failure on the part of Purchaser to exercise, and no delay in exercising, any right under this Purchase Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right under this Purchase Agreement preclude any other or further exercise thereof or the exercise of any other right. The remedies provided hereunder are cumulative and not exclusive of any remedies provided by law or equity.
- 27. BINDING ARBITRATION.** Except for Purchaser's right to confess judgement against the Merchant Seller herein and/or the Guarantor(s) under the Guaranty, any and all disputes between or among the parties to this Purchase Agreement and/or the Guaranty arising out of or relating to the Purchase Agreement and/or the Guaranty, or the breach thereof, including but not limited to, claims in contract, tort or equity or for violations of law, regulation, statute or rule, shall be resolved by arbitration administered by the American Arbitration Association in Philadelphia, Pennsylvania, in accordance with its Commercial Arbitration Rules. There shall be one arbitrator of any such arbitration. Questions involving arbitrability of a dispute shall be decided by the arbitrator. Any petition or motion to open or strike a confessed judgement will be subject to arbitration under this provision. Purchaser will pay the filing fee and costs of the arbitrator. The Parties will otherwise bear their own costs, including attorney fees, arising from arbitration., The arbitrator shall not be permitted to render an opinion governing the dispute at issue, only findings and an award. The award rendered in any such arbitration shall be final and binding on the Parties, unless a petition for review is filed under 42 Pa.C.S. Sec. 7341 within thirty (30) days of the date of the award, but any such petition for review shall be limited to the grounds set forth in such statute, and there shall be no right of further appeal. Following the disposition of any petition for review, or the expiration of the aforementioned thirty (30) day period, and notwithstanding any other provisions of the Purchase Agreement, judgement on the award may be entered in any court having jurisdiction. The Parties each agree to waive the right to punitive damages, The Parties agree to keep confidential the existence of the arbitration, the arbitral proceedings, the submissions made by the parties and the decisions made by the arbitrator, including any awards to the extent not already in the public domain except in judicial proceedings related to the award or where required by applicable law. This arbitration provision shall survive any termination or expiration of the Purchase Agreement.
- 28. CHOICE OF LAW.** This Purchase Agreement and all related documents, and all matters arising out of or relating to this Purchase Agreement and the relationship of the Parties hereto, whether sounding in contract, tort, equity or law, regulation, statute or rule, are governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, without giving effect to the conflict of law provisions thereof to the extent that such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the Commonwealth of Pennsylvania.
- 29. JURISDICTION AND VENUE.** With the exception of Binding Arbitration clause contained herein or Purchaser's right to seek injunctive relief in any appropriate jurisdiction, any suit, action or proceeding arising hereunder, or the interpretation, performance, or breach hereof, or otherwise alleging claims related to or arising out of the Parties' business relationship may be instituted in any Pennsylvania County Court of Common Pleas, in the Federal District Court for the Eastern District of Pennsylvania, or in the Philadelphia County Municipal Court (collectively, the "Acceptable Forums"). Merchant Seller agrees that each of the Acceptable Forums is convenient to it, submits to the jurisdiction of any of the Acceptable Forums, and waives any and all objections to jurisdiction or venue (including but not limited to inconvenient forum) in any of the motion or application made by Purchaser to transfer such proceeding to an Acceptable Forum, The parties each agree to waive the right to trial by jury in any lawsuit brought pursuant to this paragraph.
- 30. SEVERABILITY.** If any material provision or restriction contained in this Purchase Agreement shall be declared void or unenforceable under applicable law, the parties agree that such provision or restriction will be stricken, and this Purchase Agreement will continue in full force and effect.
- 31. HEADINGS.** The headings in this Purchase Agreement are for convenience of reference only, are not deemed to constitute part of this Purchase Agreement and shall not limit or otherwise affect the construction of this Purchase Agreement. All references to the singular shall also include the plural, and references to the plural shall include the singular.

- 32. **EXECUTION IN COUNTERPARTS; ORIGINALS.** This Purchase Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall be deemed one and the same instrument. Facsimile and email signatures shall be deemed to be originals for all purposes.
- 33. **JURY TRIAL WAIVER.** THE PARTIES WAIVE TRIAL BY JURY IN ANY COURT IN ANY SUIT, ACTION, OR PROCEEDING ON ANY MATTER ARISING IN CONNECTION WITH OR IN ANY WAY RELATED TO THE TRANSACTIONS OF WHICH THIS PURCHASE AGREEMENT IS A PART OR THE ENFORCEMENT HEREOF OR OTHERWISE ALLEGING CLAIMS RELATED TO OR ARISING OUT OF THE PARTIES' BUSINESS RELATIONSHIP. THE PARTIES ACKNOWLEDGE THAT EACH MAKES THIS WAIVER KNOWINGLY, WILLINGLY, VOLUNTARILY, AND WITHOUT DURESS AND ONLY AFTER EXTENSIVE CONSIDERATION OF THE RAMIFICATIONS OF THIS WAIVER WITH THEIR ATTORNEYS.
- 34. **CLASS ACTION WAIVER.** THE HERETO WAIVE ANY RIGHT TO ASSERT ANY CLAIMS AGAINST THE OTHER PARTY AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW AS BEING AGAINST PUBLIC POLICY. TO THE EXTENT EITHER PARTY IS PERMITTED BY LAW OR COURT OF LAW TO PROCEED WITH A CLASS OR REPRESENTATIVE ACTION AGAINST THE OTHER, THE PARTIES HEREBY AGREE THAT: (1) THE PREVAILING PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEY FEES OR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTION (NOT WITHSTANDING ANY OTHER PROVISION IN THIS PURCHASE AGREEMENT); AND (2) THE PARTY WHO INITIATES OR PARTICIPATES AS A MEMBER OF THE CLASS WILL NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN ANY RECOVERY SECURED THROUGH THE CLASS OR REPRESENTATIVE ACTION.
- 35. **NO PRESUMPTION AGAINST DRAFTER.** Merchant Seller and/or Guarantor(s) hereby waive any rule of construction law that requires that ambiguities be construed against the drafter of this Purchase Agreement.

FOR THE MERCHANT SELLER (PRINT NAME/TITLE)	DocuSigned by:	SIGNATURE	
JOSEPH R. CANTY			
	B35A54D62A06496...		
GUARANTOR (PRINT NAME/TITLE)	DocuSigned by:	SIGNATURE	
JOSEPH R. CANTY			
	B35A54D62A06496...		

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

<i>Company Officer</i>

SECURITY AGREEMENT

Security Interest. To secure payment of any default in Merchant Seller’s performance obligations to Purchaser under the Agreement for the Purchase and Sale of Future Receivables (the “Purchase Agreement”, Merchant Seller hereby grants to Purchaser a security interest in: (a) all accounts, chattel paper, documents, equipment, general intangibles, receivables not previously sold by Merchant Seller to Purchaser, instruments, royalties, and inventory, as those terms are defined in Article 9 of the Uniform Commercial Code (the “UCC”), now or hereafter owned or acquired by Merchant Seller; and (b) all proceeds, as that term is defined in Article 9 of the UCC (a and b collectively, the “Collateral”).

Cross-Collateral. To secure Merchant Seller’s payment and Merchant Seller’s performance obligations to Purchaser under this Security Agreement (the “Security Agreement”), Merchant Seller hereby grants Purchaser a security interest in any and all personal property in any form now or hereafter owed by Merchant-Seller as is or may be more fully described in any UCC filing made in connection with or relating to any agreement(s) between the Purchaser and Merchant-Seller relating to the purchase of future receivables (the “Additional Collateral”). Merchant Seller understands that Purchaser will have a security interest in the aforesaid Additional Collateral upon execution of this Security Agreement.

Merchant Seller acknowledges and agrees that any security interest granted to Purchaser under any other agreement between Merchant Seller and Purchaser (the “Cross-Collateral”) will secure the obligations hereunder and under the Purchase Agreement.

Merchant Seller agrees to execute any documents or take any action in connection with this Security Agreement that Purchaser deems necessary to perfect or maintain any security interest in the Collateral, the Additional Collateral, and/or the Cross-Collateral, including, without limitation, the execution of any account control agreements. Merchant Seller hereby authorizes Purchaser to file any financing statement(s) deemed necessary by Purchaser to perfect or maintain Purchaser’s security interest, which financing statement(s) may contain notification that merchant Seller has granted a negative pledge to Purchaser with respect to the Collateral, the Additional Collateral and/or the Cross-Collateral and that any subsequent lien or may be tortuously interfering with Purchaser’s rights. Merchant Seller shall be liable for and Purchaser may charge and collect all costs and expenses, including, but not limited to, attorney fees, that Purchaser may incur in protecting, preserving, and/or enforcing Purchaser’s security interest and rights.

Negative Pledge. Merchant Seller agrees not to create, incur, assume, or permit to exist, directly or indirectly, any lien on or with respect to any of the Collateral, the Additional Collateral and/or the Cross-Collateral, as applicable.

Consent to Enter Premises and Assign Lease. Purchaser shall have the right to cure Merchant Seller’s default in the payment of rent on the following terms. In the event Merchant Seller is served with papers in an action against Merchant Seller for nonpayment of rent or for summary eviction, Purchaser may execute its rights and remedies under the Assignment of Lease. Merchant Seller also agrees that Purchaser may enter into an agreement with Merchant Seller’s landlord giving Purchaser the right: (a) to enter Merchant Seller’s premises and to take possession of the fixtures and equipment therein for the purpose of protecting and preserving same; and/or (b) to assign Merchant Seller’s lease to another qualified Merchant Seller capable of operating a business comparable to Merchant Seller’s at such premises.

Remedies. Upon any Event of Default under the Purchase Agreement, Purchaser may pursue any remedy available at law (including those available under the provisions of the UCC) or in equity to collect, enforce, or satisfy any obligations then owing, whether by acceleration or otherwise.

To the extent the terms of this Security Agreement conflict with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern.

Notwithstanding any other provisions of this Security Agreement, the only security interest Purchaser shall be granted hereunder is expressly the result of any default of, or breach under, the Purchase Agreement. Purchaser is at all times the absolute owner of the Receivables purchased under the Purchase Agreement.

Table with 3 columns: Name/Title, Signature, and a blue arrow pointing left. Rows include Joseph R. Canty as Merchant Seller and Guarantor.

ACKNOWLEDGEMENT OF RIGHT TO CONFESS JUDGMENT

AFFIANT(S): JOSEPH R. CANTY, individually and on behalf of the Merchant Seller

OBLIGEE: Complete Business Solutions Group, Inc. d/b/a Par Funding

The undersigned has(have) executed, and/or is executing, one or more of the following instruments under which the Merchant Seller is obligated to deliver Receivables (in the form of monetary payments) to Obligee and under which Affiant(s) has(have) agreed to personally guaranty Merchant Seller's obligations to Obligee:

- 1. Agreement for the Purchase and Sale of Future Receivables dated **DECEMBER 26, 2019**, including, without limitations, Affiant's (or Affiants') Personal Guaranty(ies); and

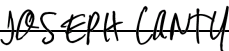

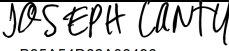

A. AFFIANT(S) ACKNOWLEDGE(S) AND AGREE(S) THAT THE ABOVE DOCUMENT(S) CONTAIN(S) PROVISIONS UNDER WHICH OBLIGEE MAY CONFESS JUDGMENT AGAINST THE MERCHANT SELLER AND AGAINST AFFIANT(S), AS GUARANTOR(S). BEING FULLY AWARE OF THE MERCHANT SELLER'S AND AFFIANT'S (AFFIANTS') RIGHTS TO PRIOR NOTICE AND A HEARING ON THE VALIDITY OF ANY JUDGMENT OR OTHER CLAIMS THAT MAY BE ASSERTED AGAINST THE MERCHANT SELLER AND/OR AGAINST AFFIANT(S) BY OBLIGEE THEREUNDER BEFORE JUDGMENT IS ENTERED, THE UNDERSIGNED HEREBY FREELY, KNOWINGLY, AND INTELLIGENTLY WAIVE(S) THESE RIGHTS AND EXPRESSLY AGREE(S) AND CONSENT(S) TO OBLIGEE'S ENTERING JUDGMENT AGAINST THE MERCHANT SELLER AND/OR AGAINST AFFIANT(S) BY CONFESSION PURSUANT TO THE TERMS THEREOF.

B. AFFIANT(S) ALSO ACKNOWLEDGE(S) AND AGREE(S) THAT THE ABOVE DOCUMENT(S) CONTAIN(S) PROVISIONS UNDER WHICH OBLIGEE MAY, AFTER ENTRY OF JUDGMENT, FORECLOSE UPON, ATTACH, LEVY, OR OTHERWISE SEIZE PROPERTY OR PROCEED AGAINST THE INTERESTS OF THE MERCHANT SELLER AND OF AFFIANT(S), IN PROPERTY (REAL OR PERSONAL) IN FULL OR PARTIAL PAYMENT OR SATISFACTION OF THE JUDGMENT OR JUDGMENTS AS PERMITTED BY THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA OR OTHER APPLICABLE JURISDICTION.

C. Affiant(s) hereby certify(ies) that the financial accommodations being provided by the Obligee are for a commercial transaction and not for personal, family, or household use, not in connection with a consumer credit transaction, and not part of a retail sales agreement or contract.

D. Affiant(s) acknowledge(s) that attached to this Acknowledgement of Right to Confess Judgment is a Praecepte to Enter Confession of Judgment and Assessment of Damages, the form of which Obligee may use in connection with confessing judgment against Merchant Seller and/or Affiant(s) pursuant to the terms of the Purchase Agreement. Obligee may use the attached form or any form permitted or required (along with other documents permitted or required) by applicable law.

E. The statements made in this Acknowledgement of Right to Confess Judgment are made subject to the penalties of 18 Pa.C.S.A. § 4904 relating to unsworn falsification to authorities.

INDIVIDUALLY, FOR MERCHANT SELLER JOSEPH R. CANTY	DocuSigned by:  B35A54D62A06496...	SIGNATURE 
GUARANTOR JOSEPH R. CANTY	DocuSigned by:  B35A54D62A06496...	SIGNATURE 

COMPLETE BUSINESS SOLUTIONS GROUP, INC.

20 N. 3rd Street
Philadelphia, PA 19106
(215) 922-2636

Attorneys for Plaintiff

COMPLETE BUSINESS SOLUTIONS GROUP, INC.	:	COURT OF COMMON PLEAS
d/b/a PAR FUNDING,	:	PHILADELPHIA COUNTY
	:	
Plaintiff,	:	
	:	CIVIL ACTION
v.	:	
	:	No.:
JRC PAINTING, LLC,	:	
and	:	
	:	
JOSEPH R. CANTY, GUARANTOR,	:	
	:	
Defendants.	:	

PRAECIPE TO ENTER CONFESSION OF JUDGMENT AND ASSESSMENT OF DAMAGES

TO THE CLERK, OFFICE OF JUDICIAL RECORDS:

Please enter judgment in favor of Plaintiff Complete Business Solutions Group, Inc. d/b/a Par Funding and against Defendant JRC PAINTING, LLC and Defendant JOSEPH R. CANTY, Guarantor, in the amount of **\$2,158,515.13** less timely payments plus attorney fees, costs, expenses, and interest allowed under the Agreement for the Purchase and Sale of Future Receivables.

Date: _____ By: _____
Attorneys for Plaintiff

Assessment of Damages:

Undelivered Receivables	\$2,158,515.13 less timely payments made
Fees, Costs, Expenses	Calculated per the Agreement
Interest (at the rate of 6% per annum from date of default through date of filing, and continuing)	6% per annum
Attorney Fees (5% of Unpaid Receivables)	To be determined

TOTAL

TO BE DETERMINED AT TIME OF FILING FOLLOWING DEFAULT

Date: _____ By: _____
Attorneys for Plaintiff

I hereby assess damages:

Clerk, Office of Judicial Records

JOSEPH CANTY
ACKNOWLEDGED



GUARANTY

GUARANTOR	JOSEPH R. CANTY
GUARANTOR'S ADDRESS	SHELBURNE, VT 05482

Personal Guaranty of Performance. The undersigned Guarantor(s) hereby guarantees to Purchaser, Merchant Seller's performance of all of the representations, and warranties made and terms, conditions, obligations and covenants undertaken by Merchant Seller in the Agreement for the Purchase and Sale of Future Receivables (the "Purchase Agreement"), as may be renewed, amended, extended or otherwise modified (the "Guaranteed Obligations"). The Guaranteed Obligations are due at the time of any breach by Merchant Seller of any representation or warranty, or term or condition or obligation or covenant made by Merchant Seller in the Purchase Agreement.

Guarantor Waivers. In the event Merchant Seller violates its representations and warranties under or breaches any term or condition or obligation or covenant under the Purchase Agreement, Purchaser may enforce its rights under this Guaranty without first seeking to obtain payment from Merchant Seller, any/or other guarantor, or any Collateral, Additional Collateral, and/or Cross-Collateral Purchaser may hold pursuant to this Guaranty or any other guaranty.

Purchaser does not have to notify Guarantor of any of the following events, and Guarantor will not be released from its obligations under this Guaranty if he, she, or it is not notified of: (i) Merchant Seller's violation of the representations and warranties or obligations, or terms or conditions or covenants of the Purchase Agreement or any renewal, extension or other modification of the Purchase Agreement. In addition, Purchaser may take any of the following actions without releasing Guarantor from any of his, her, or its obligations under this Guaranty: (i) renew, extend, or otherwise modify the Purchase Agreement or Merchant Seller's other obligations to Purchaser; (ii) release Merchant Seller from its obligations to Purchaser; (iii) sell, release, impair, waive, or otherwise execute upon any collateral securing the Guaranteed Obligations; and/or (iv) foreclose on any collateral securing the Guaranteed Obligations or any other guarantee of the Guaranteed Obligations in a manner that impairs or precludes the right of Guarantor to obtain reimbursement for payment under this Guaranty. Until all obligations are fulfilled under the Purchase Agreement and Merchant Seller's other obligations to Purchaser under the Purchase Agreement and this Guaranty are paid in full, Guarantor shall not seek reimbursement from Merchant Seller or any other guarantor for any amounts paid by it under this Guaranty. Guarantor permanently waives and shall not seek to exercise any of the following rights that he, she, or it may have against Merchant Seller, any other guarantor, or any collateral provided by Merchant Seller or any other guarantor, for any amounts paid by it, or acts performed by it, under this Guaranty: (i) subrogation; (ii) reimbursement; (iii) performance; (iv) indemnification; or (v) contribution. In the event Purchaser must return any amount paid by Merchant Seller or any other guarantor of the Guaranteed Obligations because that person has become subject to a proceeding under the United States Bankruptcy Code or any similar law, Guarantor's obligations under this Guaranty shall include that amount.

GUARANTOR ACKNOWLEDGEMENT. Guarantor acknowledges that: (i) He/She/It understands the seriousness of the provisions of this Guaranty; (ii) He/She/It has had a full opportunity to consult with counsel of his/her/its choice; and (iii) He/She/It has consulted with counsel of his/her/its choice or has decided not to avail himself/herself/it of that opportunity.

JOINT AND SEVERAL LIABILITY. The obligations hereunder of the persons or entities constituting Guarantor under this Guaranty are joint and several.

WARRANT OF ATTORNEY TO CONFESS JUDGMENT

UPON THE OCCURRENCE FAILURE OF ANY OF GUARANTOR UNDER THIS GUARANTY TO FULFILL THEIR GUARANTEED OBLIGATIONS, GUARANTOR IRREVOCABLY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR ANY CLERK OF ANY COURT OF RECORD TO APPEAR FOR AND CONFESS JUDGMENT AGAINST MERCHANT SELLER FOR SUCH SUMS AS ARE DUE AND/OR MAY BECOME DUE UNDER THIS GUARANTY OR ANY ACCOMPANYING DOCUMENTS, WITH OR WITHOUT DECLARATION, WITH COSTS OF SUIT, WITHOUT STAY OF EXECUTION AND WITH AN AMOUNT EQUAL TO TEN PERCENT (10%) OF THE AMOUNT OF SUCH JUDGMENT, BUT NOT LESS THAN ONE THOUSAND DOLLARS (\$1,000.00), ADDED FOR ATTORNEY FEES TO THE EXTENT PERMITTED BY LAW, MERCHANT SELLER: (1) WAIVES THE RIGHT OF INQUISITION ON ANY REAL ESTATE LEVIED ON, VOLUNTARILY CONDEMNNS THE SAME, AUTHORIZES THE PROTHONOTARY OR CLERK TO ENTER UPON THE WRIT OF EXECUTION THIS VOLUNTARY CONDEMNATION AND AGREES THAT ANY REAL ESTATE MAY BE SOLD ON A WRIT OF EXECUTION; (2) WAIVES AND RELEASES ALL RELIEF FROM ALL APPRAISEMENT, STAY, EXEMPTION, OR APPEAL LAWS OF ANY STATE NOW IN FORCE OR HERINAFTER ENACTED; AND (3) RELEASES ALL ERRORS IN SUCH PROCEEDINGS. IF A COPY OF THIS GUARANTY, VERIFIED BY AFFIDAVIT BY OR ON BEHALF OF PURCHASER SHALL HAVE BEEN FILED IN SUCH ACTION, IT SHALL NOT BE NECESSARY TO FILE THE ORIGINAL MERCHANT PURCHASE AGREEMENT AS A WARRANT OF ATTORNEY. THE AUTHORITY AND POWER TO APPEAR FOR AND CONFESS JUDGMENT AGAINST MERCHANT SHALL NOT BE EXHAUSTED BY THE INITIAL EXERCISE THEREOF AND MAY BE EXERCISED AS OFTEN AS PURCHASER SHALL FIND IT NECESSARY AND DESIRABLE AND THIS GUARANTY SHALL BE A SUFFICIENT WARRANT THEREFOR. PURCHASER MAY CONFESS ONE OR MORE JUDGMENTS IN THE SAME OR DIFFERENT JURISDICTIONS FOR ALL OR ANY PART OF THE AMOUNTS OWING HEREUNDER, WITHOUT REGARD TO WHETHER JUDGMENT HAS THERETOFORE BEEN CONFESSED ON MORE THAN ONE OCCASION FOR ALL OR ANY PART OF THE SAME AMOUNTS. IN THE EVENT ANY JUDGMENT CONFESSED AGAINST THE MERCHANT SELLER HEREUNDER IS STRICKEN OR OPENED UPON APPLICATION BY OR ON MERCHANT SELLER'S BEHALF FOR ANY REASON, PURCHASER IS HEREBY AUTHORIZED AND EMPOWERED TO AGAIN APPEAR FOR AND CONFESS JUDGMENT AGAINST MERCHANT SELLER FOR ANY PART OR ALL OF THE AMOUNTS OWED HEREUNDER, AS PROVIDED FOR HEREIN, IF DOING SO WILL CURE ANY ERRORS AND DEFECTS IN SUCH PRIOR PROCEEDINGS.

NC

Guarantor's Initials: [Redacted]

DS
NC

Guarantor's Initials: [Redacted]

NOTICES AND SERVICE OF PROCESS. All notices, requests, consent, demands and other communications hereunder shall be delivered to the addresses for Guarantor(s) set forth in this Guaranty, unless a different address is provided by the Parties in writing. The Guarantor(s) agree to the service of process required in any arbitration or legal proceeding upon them at such address by U.S. Certified Mail, Return Receipt Requested, and by regular U.S. Mail. Service of process will be considered effective even though the mail is returned as refused, undeliverable or not forwardable.

INCORPORATION OF OTHER OBLIGATIONS AND CLAIMS. Any obligation of the Merchant Seller and/or the Guarantor(s) under any other agreement with Purchaser and claims available to Merchant Seller and/or Guarantor(s) resulting from any other agreement with Purchaser are incorporated into and restated in this Guaranty. The Parties may exercise any remedy available under this Guaranty, including, but not limited to confession of judgement, for any breach of any other agreement with Purchaser. Guarantor(s) acknowledges Guarantor(s) joint and several liability for these obligations are incorporated and restated herein and acknowledges Purchaser's right to all remedies available under this guaranty are available to Purchaser for those incorporated and restated obligations, including, but not limited to confession of judgement. The Parties agree that such incorporated and restated obligations and claim arising from other agreements with Purchaser are subject to the Binding Arbitration clause contained herein.

NO WAIVER OF REMEDIES. No failure on the part of the Purchaser to exercise , and no delay in exercising, any right under this Guaranty shall operate as a waiver thereof, nor shall any single or partial exercise of any right under this Guaranty Agreement preclude any other or further exercise thereof or the exercise of any other right. The remedies provided hereunder are cumulative and not exclusive of any remedies provided by law or equity.

BINDING ARBITRATION. Except for Purchaser's right to confess judgement against the Guarantor, any and all disputes between or among the parties to the Purchase Agreement and/or this Guaranty arising our of or relating to the Purchase Agreement and/or the Guaranty, or the breach thereof, including, but not limited to, claims in contract, tort or equity or for violations of law, regulation, statute or rule, shall be resolved by arbitration administered by the American Arbitration Association in Philadelphia, Pennsylvania, in accordance with its Commercial Arbitration Rules. There shall be one arbitrator of any such arbitration. Questions involving arbitrability of a dispute shall be decided by the arbitrator. Any petition or motion to open or strike a confessed judgment, will be subject to arbitration under this provision. Purchaser will pay the filing fee and costs of the arbitrator., The Parties will otherwise bear their own costs, including attorney fees, arising from arbitration. The arbitrator shall not be permitted to render an opinion governing the dispute at issue, only findings and an award. The award rendered n any such arbitration shall be final and binding on the Parties, unless a petition for review is filed under 42 Pa.C.S. Sec. 7341 within thirty (30) days of the date of the award but any such petition for review shall be limited to the grounds set forth in such statute, and there shall be not right of further appeal. Following the disposition of any petition

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Please Initial [Redacted]

for review, or the expiration of the aforementioned thirty (30) day period, and notwithstanding any other provisions of the Purchase Agreement, judgment on the award may be entered in any court having jurisdiction. Guarantor(s) agrees to waive the right t punitive damages. Guarantor(s) agree to keep confidential the existence of the arbitration, the arbitral proceedings, the submissions made by the parties and the decisions made by the arbitrator, including any awards to the extent not already in the public domain, except in judicial proceedings related to the award or where required by applicable law. This arbitration provision shall survive any termination or expiration of the Purchase Agreement.

CHOICE OF LAW. This Guaranty and all related documents, and all matters arising out of or relating to this Guaranty and the relationship of the Purchaser and Guarantor(s), whether sounding in contract, tort, equity or law, regulation, statute or rule, are governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, without giving effect to the conflict of law provisions thereof to the extent that such principles or rules would require or permit the application of law of any jurisdiction other than those of the Commonwealth of Pennsylvania.

JURISDICTION AND VENUE. With the exception of Binding Arbitration clause contained herein and with the exception of Purchaser’s right to seek injunctive relief in any appropriate jurisdiction, any suit, action or proceeding arising hereunder, or the interpretation, performance, or breach thereof, or otherwise alleging claims related to or arising out of the Guarantor(s)’ and Purchaser’s relationship may be instituted in any Pennsylvania County Court of Common Pleas, in the Federal District Court for the Eastern District of Pennsylvania, or in the Philadelphia County Municipal Court (collectively, the “Acceptable Forums”). Guarantor(s) agree that each of the Acceptable Forums is convenient to Guarantor(s), submits to the jurisdiction of any of the Acceptable Forums, and waives any and all objections to jurisdiction or venue (including but not limited to inconvenient forum) in any of the Acceptable Forums. Should such proceeding be initiated in any other forum, Guarantor(s) waives any right to oppose any motion or application made by Purchaser to transfer such proceeding to an Acceptable Forum. Guarantor(s) agree to waive the right to trial by jury in any lawsuit brought pursuant to this paragraph.

If Guarantor is an entity, the individual executing this Guaranty on behalf of such entity guarantor represents and warrants that her or she has full authority to execute this Guaranty and to bind the entity on whose behalf he or she is executing this Guaranty.

FOR MERCHANT SELLER JOSEPH R. CANTY	DocuSigned by: <i>JOSEPH CANTY</i> SIGNATURE B35A54D62A06496...	←
GUARANTOR JOSEPH R. CANTY	DocuSigned by: <i>JOSEPH CANTY</i> SIGNATURE B35A54D62A06496	←

AUTHORIZATION AGREEMENT FOR DIRECT DEPOSIT (ACH CREDIT) AND DIRECT PAYMENTS (ACH DEBITS)

This Authorization Agreement for Direct Deposit (ACH Credit) and Direct Payments (ACH Debits) (“Authorization Agreement”) is part of (and incorporated by reference into) the Agreement for the Purchase and Sale of Future Receivables (“Purchase Agreement”). You should keep this important legal document for your records.

DISBURSEMENT OF BUSINESS CASH ADVANCE PROCEEDS: By signing below, Seller/Merchant authorizes Purchaser to disburse the Cash Advance Proceeds less the amount of any applicable fees upon approval by initiating an ACH credit to the checking account indicated below (or a substitute checking account Merchant Seller later identifies and is acceptable to Purchaser) (the “Designated Checking Account”) in the disbursal amount set forth in the accompanying documents. This authorization is to remain in full force and effect until Purchaser has received written notification from Seller/Merchant of its termination in such time and in such manner as to afford Purchaser and Merchant Seller’s depository bank a reasonable opportunity to act on it.

AUTOMATIC PAYMENT PLAN: Enrollment in Purchaser’s Automatic Payment Plan is required for approval. By signing below, Merchant Seller agrees to enroll in the Automatic Payment Plan and authorizes Purchaser to collect payments required under the terms of Purchase Agreement by initiating ACH debit entries to the Designated Checking Account in the amounts and on the dates provided in the payment schedule set forth in the Purchase Agreement. Merchant Seller authorizes Purchaser to increase the amount of any scheduled ACH debit entry or assess multiple ACH debits for the amount of any previously scheduled payment(s) that was(were) not paid as provided in the payment schedule and any unpaid Fees. This authorization is to remain in full force and effect until Purchaser has received written notification from Merchant of its termination in such time and in such manner as to afford Purchaser and Merchant Seller’s depository bank a reasonable opportunity to act on it. Purchaser may suspend or terminate Merchant Seller’s enrollment in the Automatic Payment Plan immediately if Merchant Seller fails to keep Merchant Seller’s designated checking account in good standing or if there are insufficient funds in Merchant Seller’s checking account to process any payment.

If Merchant Seller revokes the authorization or if Purchaser suspends or terminates Merchant Seller’s enrollment in the Automatic Payment Plan, Merchant Seller still will be responsible for making timely payments pursuant to the alternative payment methods described in the Purchase Agreement.


BUSINESS PURPOSE ACCOUNT: By signing below, Merchant Seller attests that the Designated Checking Account was established and is maintained for business purposes and not primarily for personal, family, or household purposes.

ACCOUNT CHANGES: Merchant Seller agrees promptly to notify Purchaser if there are any changes to the account and/or routing numbers of the Designated Checking Account

MISCELLANEOUS: Purchaser is not responsible for any fees charged by Merchant Seller’s bank as the result of credits or debits initiated under this Authorization Agreement. The origination of ACH transactions to Merchant’s account must comply with the provisions of U.S. law.

DocuSigned by:

JOSEPH CANTU
B35A54D62A06496...

Signature/Date/Title		12/26/2019
Bank Name	community Bank	
City/State/Zip	Shelburne vermont 05482	
Routing Number	021307559	
Account Number	9238	
Business Name on Account		
Address on Account		
Seller/Merchant Phone #		
Tax ID Number	4577	
Email	@gmail.com	

BANK ACCOUNT DISCLOSURE AFFIDAVIT

For the purpose of obtaining the Business Cash Advance (the "Business Cash Advance") evidence by the Agreement for the Purchase and Sale of Future Receivables of this same date, the undersigned Merchant Seller makes the following statement under penalty of law:

PLEASE SIGN OPTION ONE OR TWO

OPTION 1 – DISCLOSURE AND AUTHORIZATION FOR ADDITIONAL ACCOUNTS:

The Seller/Merchant hereby declares that in addition to the designated for ACH debit, the Seller/Merchant also has the following additional account(s) which he authorizes us to use in the event we are unable to debit from the designated account:

Bank Name	
Name on Account	
Account Number	
Routing Number	
Fed ID number associated with this account	
Name associated with this account	
Phone number of person whose name is associated with this account	
Bank Name	
Name on Account	
Account Number	
Routing Number	
Fed ID number associated with this account	
Name associated with this account	
Phone number of person whose name is associated with this account	
Bank Name	
Name on Account	
Account Number	
Routing Number	
Fed ID number associated with this account	
Name associated with this account	
Phone number of person whose name is associated with this account	
Bank Name	
Name on Account	
Account Number	
Routing Number	
Fed ID number associated with this account	
Name associated with this account	
Phone number of person whose name is associated with this account	

attach additional pages if necessary

DocuSigned by: <i>JOSEPH CAMY</i> Signature	12/26/2019 Date
B35A54D62A06496...	
DocuSigned by: <i>JOSEPH CAMY</i> Signature	12/26/2019 Date
B35A54D62A06496...	



OPTION 2 - By signing below, the merchant swears, under penalty of law, that he has no accounts in any lending institution in addition to the one provided for ACH debit

Signature	Date
Signature	Date



TRADE REFERENCES

Please provide a list of 3-5 professional references

Name	PPg paints
Phone Number	
Email Address	n/a

Name	sherwin williams
Phone Number	
Email Address	n/a

Name	vermont paint
Phone Number	
Email Address	n/a

Name	n/a
Phone Number	n/a
Email Address	n/a

Name	n/a
Phone Number	n/a
Email Address	n/a

AUTHORIZATION TO RESUME ACH DEBITING FORM

NAME OF SELLER/MERCHANT:	jrcpaintingllc
---------------------------------	----------------

INFORMATION (To be filled out by the customer)

I authorize Company (as shown above) to resume electronically debiting my bank account as detailed below, including a non-sufficient fund fee if applicable, until the debt to the company is paid in full.

Full Name on Account:
jrcpainting llc

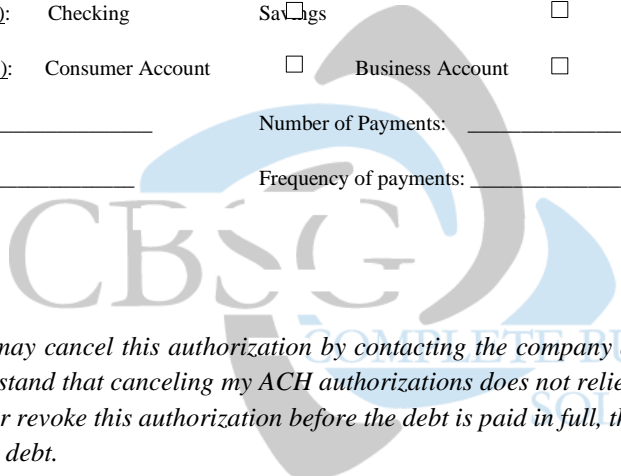
Account #:	0238	Routing #:	021307559
------------	------	------------	-----------

Account Type (select one): Checking Savings

Account Class (select one): Consumer Account Business Account

Payment amount: _____ Number of Payments: _____

Date of next payment: _____ Frequency of payments: _____



I understand that I may cancel this authorization by contacting the company at least five (5) business days prior to the payment due date. I further understand that canceling my ACH authorizations does not relieve me of the responsibility of paying my account in full, and that if I cancel or revoke this authorization before the debt is paid in full, the Company may take additional actions including legal actions to secure the debt.

NAME OF BANK:	community bank	DATE:	12/26/2019
CUSTOMER PRINTED NAME:	jrcpainting		
CUSTOMER CONTACT TELEPHONE #			

Dear Client:

Thank you for accepting this offer from Complete Business Solutions Group D/B/A Par Funding. We look forward to being your factoring partner for as long as you need.

Daily ACH Program:

Complete Business Solutions Group will require viewing access to your bank account prior to funding as part of our underwriting process, as well as during the time you have a balance with our company.

Please be assured that we carefully safeguard your confidential information and only essential personnel will have access to it.

Please fill out the form below with the information necessary to access your account.

***Be sure to indicate capital or lower-case letters.*

NAME OF BANK:
community Bank
BANK PORTAL WEBSITE:
n/a
USERNAME:
PASSWORD:
SECURITY QUESTION/ANSWER 1
SECURITY QUESTION/ANSWER 2
SECURITY QUESTION/ANSWER 3
ANY OTHER INFORMATION NECESSARY TO ACCESS YOUR ACCOUNTS:
n/a



Merchant Verification Form

Merchant Name: JOSEPH R. CANTY

Do you currently or within the last 90 days have any intentions, plans or discussions regarding closing your Business? YES NO

Do you currently or within the least 90 days have any intentions, plans or discussions to change the name or legal structure of the business? YES NO

Are you currently in, or contemplating personal bankruptcy? YES NO

Are you currently in, or contemplating business bankruptcy? YES NO

Is your business currently for sale? YES NO

Do you have any existing merchant cash advance balances? YES NO

Are you involved in any litigation proceedings or are a party to a lawsuit? YES NO

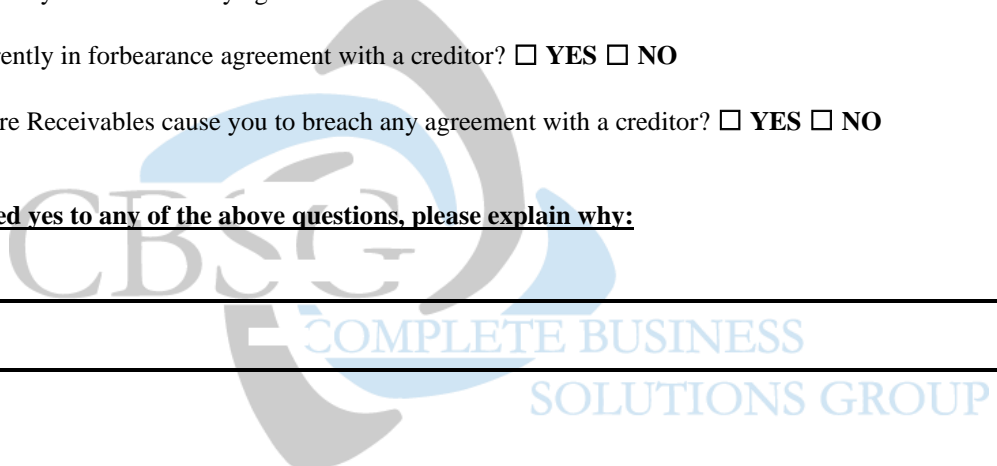
Is your business currently in default of any agreement with a creditor? YES NO

Is your business currently in forbearance agreement with a creditor? YES NO

Will selling the Future Receivables cause you to breach any agreement with a creditor? YES NO

If you have answered yes to any of the above questions, please explain why:

n/a



I hereby certify that the above statements are true and correct to the best of my knowledge; I authorize my landlord and credit card processor to discuss confidential account information for the purpose of satisfying the requirements of Complete Business Solutions Group (CBSG).

Completed and attested by:

DocuSigned by:

JOSEPH CANTY

Signature: B35A54D62A06496...

JOSEPH CANTY

Print Name: _____

12/26/2019

Date: _____

CUSTOMER SATISFACTION SURVEY

extremely

Overall, how satisfied were you with Par Funding?: _____

great

Overall, how satisfied were you with your sales representative?: _____

100%

How well did your sales representative explain the terms of the contract?: _____

How well did your sales representative explain the terms of the contract in relation to collections?:

100%

Overall, how satisfied were you with our processing and underwriting services?:

100%

On a scale of 1-5, how satisfied were you with the speed of the entire process?:

5

At any point during the sales process, were you asked to pay an outside fee besides the official fee listed in the contract?: _____

no

COMPLETE BUSINESS SOLUTIONS GROUP

5

On a scale of 1-5, how much will our services help your business grow?: _____

5



What could we have done better to serve you?: _____

Any other questions or comments regarding the process or Par Funding?:

excellent company

SCHEDULE A: FEE STRUCTURE

1. Origination Fee: \$WAIVED to cover underwriting and related expenses
2. ACH Program Fee - WAIVED – The ACH program is labor intensive and is not an automated process, requiring us to charge this fee to cover related costs;
3. NSF Fee - \$75.00 (each) - Up to FOUR TIMES ONLY before a default is declared;
4. Rejected ACH - \$100.00 – If a merchant directs the bank to reject our debit ACH;
5. Bank Change Fee - \$50.00 – If a merchant requires a change of account to be debited requiring us to adjust our system;
6. Blocked Account - \$250.00 – If a merchant blocks CBSG’s ACH debit of the Account, bounces more than 4 debits of the Account or simultaneously uses multiple bank accounts or credit-card processors to process its receipts;
7. Default Fee - \$5,000.00 default fee – If a merchant changes bank accounts or switches to another credit card processor without CBSG’s consent, or commits another default pursuant to the Purchase Agreement;
8. Collections Expense – In the event of default, Merchant Seller shall be responsible for all reasonable costs of collections, including, but not limited to, counsel fees, filing fees and any other fees which may be incurred.
9. Miscellaneous Service Fees – Merchant Seller shall pay certain fees for services related to the origination and maintenance of accounts. Each Merchant shall receive their funding electronically to their designated bank account and will be WAIVED for a Fed Wire. The current charge for the underwriting, UCC, ACH Program and origination of each Merchant will be paid from the funded amount. Merchant will be charged \$100.00 for every additional change of their operating bank account once they are active with CBSG. Additional copies of prior monthly statements will incur a fee of \$10.00 each.
10. Risk Assessment Fee - WAIVED
11. UCC Fee – WAIVED

NAME:	MERCHANT SIGNATURE:	
JOSEPH R. CANTY	DocuSigned by: <i>JOSEPH CANTY</i>	
NAME:	B35A54D62A06496 MERCHANT SIGNATURE:	
JOSEPH R. CANTY	DocuSigned by: <i>JOSEPH CANTY</i>	
	B35A54D62A06496...	

JRC PAINTING, LLC and JOSEPH R. CANTY
804 MT PHILO ROAD, SHELBURNE, VT 05482

DECEMBER 26, 2019

NOTICE OF SALE, ASSIGNMENT, and TRANSFER

To Whom It May Concern:

This letter is to notify you that on DECEMBER 26, 2019 , JRC PAINTING, LLC entered into an Agreement for the Purchase and Sale of Future Receivables (the "Purchase Agreement") with Complete Business Solutions Group, Inc. d/b/a Par Funding ("CBSG"). Under the terms of the Purchase Agreement, JRC PAINTING, LLC sold, assigned, and transferred to CBSG from that date forward all of JRC PAINTING, LLC's right, title, and interest in and to JRC PAINTING, LLC's future receipts, accounts, and contract rights arising from or relating to the payment of monies payable to JRC PAINTING, LLC (collectively, the "Receivables") and the proceeds from the Receivables. As such, CBSG is the absolute owner of the Receivables and the proceeds from the Receivables, and JRC PAINTING, LLC no longer has any right, title, or interest in or to the Receivables and the proceeds of the Receivables.

CBSG is the absolute owner of the Receivables and the proceeds of the Receivables regardless of any Uniform Commercial Code financing statement that may have been filed by CBSG or any other entity with respect to the Receivables and the proceeds of the Receivables, and regardless of any contract provision prohibiting assignment of contracts involving Receivables and the proceeds of Receivables.

CBSG may provide you with a copy of this signed letter as proof of JRC PAINTING, LLC's sale, assignment, and transfer of the Receivables and the proceeds of the Receivables to CBSG and of CBSG's absolute ownership of the Receivables and the proceeds of the Receivables. Upon your receipt of a copy of this letter from CBSG, you are authorized to deliver to CBSG Receivables and the proceeds of the Receivables from the date of this letter forward in the amount indicated by CBSG. This authority includes, but is not limited to, the payment to CBSG of all funds owed by you to JRC PAINTING, LLC or held by you for JRC PAINTING, LLC in any merchant service account or credit card processing account.

The undersigned represents that he/she is authorized to sign this letter on behalf of JRC PAINTING, LLC and to bind JRC PAINTING, LLC.

DocuSigned by:
Very truly yours,
JOSEPH CANTY
B35A54D62A06406...

By: JOSEPH R. CANTY
JOSEPH CANTY

Printed Name

Joseph Canty

Title

cc: Complete Business Solutions Group, Inc.

DS
JC
Please Initial

EXHIBIT 2

Complete Business Solutions Group, Inc. ("CBSG"), d/b/a Par Funding
 JRC Painting
 As of: 8/13/2021

<u>Year</u>	<u>Client</u>	<u>Deal No</u>	<u>Date</u>	<u>Balance due as of Default Date</u>	<u>Interest Rate (Post Default Date)</u>	<u>Interest from Default Date</u>	<u>Balance due @ 8/13/2021</u>	<u>Per Diem Interest</u>
2018	JRC Painting	JRCP002:R	08/03/18	\$ 4,355,513.22	9%	\$ 983,749.34	\$ 5,339,262.56	\$ 1,073.96
2019	JRC Painting	19029	12/26/19	\$ 1,970,171.34	6%	\$ 183,630.76	\$ 2,153,802.10	\$ 323.86
2020	JRC Painting	20008	06/17/20	\$ 199,838.97	6%	\$ 12,515.94	\$ 212,354.91	\$ 32.85
2020	JRC Painting	20010	07/23/20	\$ 60,266.40	6%	\$ 3,774.49	\$ 64,040.89	\$ 9.91
TOTAL				<u>\$ 6,585,789.93</u>		<u>\$ 1,183,670.54</u>	<u>\$ 7,769,460.47</u>	

EXHIBIT 3

Loan Agreement

THIS LOAN AGREEMENT (this "Agreement") is made as of May 28, 2019 (the "Effective Date"), by and between DANIEL SCARAMELLINO, [REDACTED] Hollywood, FL 33021 (the "Borrower"), and Eagle Six Consultants, Inc., a Florida business corporation with an office at 20900 NE 30th Avenue, Aventura, FL 33160 (the "Lender").

RECITALS:

A. The Borrower has requested that the Lender provide to the Borrower a loan in the form of a line of credit in the maximum principal amount of \$7,500,000.00, upon the terms and conditions set forth in this Agreement.

B. The Loan (as defined below) extended pursuant to this Agreement, the Secured Convertible Line of Credit Note (as defined below), the Membership Interest Pledge Agreement (as defined below), the Escrow Agreement (as defined in the Membership Interest Pledge Agreement), and all other agreements, documents, instruments, certificates and agreements now or hereafter executed in connection with the Loan, as the same may be amended, replaced, or supplemented from time to time (collectively, the "Loan Documents").

C. The Lender is willing to provide the Loan upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants and agreements hereinafter set forth and intending to be legally bound hereby, covenant and agree as follows:

AGREEMENT:

1. **Loan; Disbursement.** Subject to the terms and conditions hereinafter set forth, the Lender agrees to make the following loan to the Borrower: a revolving (as set forth in the Secured Convertible Line of Credit Note), multi-advance loan in the maximum principal amount of \$7,500,000.00 (the "Loan"). The Loan will bear interest and be repaid as provided in the Secured Convertible Line of Credit Note dated as of even date with this Agreement in a form set forth on Exhibit "A," made by Borrower, as maker, in favor of the Lender, as such note may hereafter be amended, renewed, replaced, modified, restated or otherwise supplemented from time to time (the "Secured Convertible Line of Credit Note"). The Loan shall be paid and become due and payable as set forth in the Secured Convertible Line of Credit Note; *provided, that*, the Lender shall be eligible to convert \$2,500,000.00 of the principal of the Loan into equity of the MGFVS Holdings, LLC or otherwise pay the difference up to \$2,500,000.00 in the event that the principle balance of the Loan is less than \$2,500,000.00 at the time of conversion as set forth in the Secured Convertible Line of Credit Note. The Lender and the Borrower acknowledge and agree that the Lender will disburse the proceeds of the Loan as set forth in the Secured Convertible Line of Credit Note, with all such disbursements to be made in accordance with the terms and subject to the conditions set forth in this Agreement.

2. **Representations and Warranties.** The Borrower hereby represents and warrants to the Lender as follows, which representations and warranties shall be automatically recertified to the Lender with each disbursement request:

2.1. **Binding Obligations.** The Borrower has full power and authority to enter into the transactions provided for in this Agreement and the other Loan Documents to which he is a party, and has been duly authorized to do so by appropriate action of its governing body (if an entity) as may be required by law, charter, other organizational documents or agreements; and the Loan Documents, when executed and delivered by the Borrower, will constitute the legal, valid and binding obligations of the Borrower enforceable in accordance with their terms.

2.2. No Defaults or Violations. There does not exist any Event of Default under this Agreement or any of the Loan Documents or any default or violation by the Borrower or (a) any indenture, mortgage, deed of trust, franchise, permit, contract, agreement, or other instrument to which he is a party or by which he is bound; or (b) any law, ordinance, regulation, ruling, order, injunction, decree, condition or other requirement applicable to or imposed upon him by any law, the action of any court or any governmental authority or agency; and the consummation of this Agreement and the transactions set forth herein will not result in any such default or violation or Event of Default.

2.3. Disclosure. None of the Loan Documents contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary in order to make the statements contained in this Agreement or the Loan Documents not misleading. There is no fact known to the Borrower which materially adversely affects or, so far as the Borrower can now foresee, might materially adversely affect the business, assets, operations, condition (financial or otherwise) or results of operation of the Borrower and which has not otherwise been fully set forth in this Agreement or in the Loan Documents.

3. Affirmative Covenants. The Borrower covenants and agrees that until the Loan is paid in full, the Borrower shall:

3.1. Books and Records. Give representatives of the Lender access thereto at all reasonable times, including permission to examine, copy and make abstracts from any of such books and records and such other information as the Lender may from time to time reasonably request.

3.2. Compliance with Covenants, Agreements and Laws. Comply with all applicable laws, covenants and restrictions now of record affecting all or any part of the assets or business of the Borrower. Perform and observe all the terms and provisions of each material agreement or contract to be performed or observed by it, maintain each material agreement or contract in full force and effect, enforce each such material agreement or contract in accordance with its terms, take all such action to such end as may be from time to time requested by the Lender and, upon request of the Lender, make to each other party to each material agreement or contract such demands and requests for information and reports or for action as Borrower is entitled to make under such material agreement or contract.

3.3. Payment of Taxes and Other Charges. Pay and discharge when due all indebtedness and all taxes, assessments, charges, levies and other liabilities imposed upon the Borrower, its income, profits, property or business, except those which currently are being contested in good faith by appropriate proceedings and for which the Borrower shall have set aside adequate reserves or made other adequate provision with respect thereto acceptable to the Lender in its sole discretion.

3.4. Additional Reports. Provide prompt written notice to the Lender of the occurrence of any of the following (together with a description of the action which the Borrower proposes to take with respect thereto): (i) any Event of Default or any event, act or condition which, with the passage of time or the giving of notice, or both, would constitute an Event of Default (a "Default"), or (ii) any litigation filed by or against the Borrower.

4. Negative Covenants. The Borrower covenants and agrees that until the Loan is paid in full, the Borrower shall not, unless waived in advance in writing by Lender:

4.1. Indebtedness. Create, incur, assume or suffer to exist any indebtedness for borrowed money other than the Loan, any other indebtedness to the Lender or consumer credit card debt.

4.2. Liens and Encumbrances. Create, assume, incur or permit to exist any mortgage, pledge, encumbrance, security interest, lien or charge of any kind upon any of his property, now owned or hereafter acquired, or acquire or agree to acquire any kind of property subject to any conditional sales or other title

retention agreement, except as may be solely in favor of the Lender or permitted in a prior writing by the Lender in its sole discretion.

4.3. Guarantees. Guarantee, endorse or become contingently liable for the obligations of any person, firm, corporation or other entity, except in connection with the endorsement and deposit of checks in the ordinary course of business for collection.

4.4. Borrower will take no act that diminishes or compromises Company's interest with PMC Consolidated Holding LLC ("PMC") and will keep Lender apprised of all events and developments with regard to PMC.

5. Conditions for Disbursements. The Lender shall not be obligated to make the first disbursement of the Loan, or any future disbursement of the Loan, until the Borrower at its expense shall have fulfilled, to the Lender's satisfaction, all provisions of this Agreement applicable thereto and shall have delivered all items reasonably requested by the Lender, and the following conditions have been met, or in the event of future disbursements, continue to be met:

5.1 Transaction Documents. The Loan Documents shall have been duly executed and, where applicable, delivered to the Lender, and the Escrow Property shall have been provided to the Escrow Agent under the Escrow Agreement.

5.2 No Default. No Event of Default shall have occurred and be continuing hereunder or under any of the other Loan Documents.

5.3 Membership Interest Pledge Agreement. The Lender shall have received from the Borrower a pledge of the membership interest of the Borrower in the form set forth on Exhibit "B" (the "Membership Interest Pledge Agreement").

5.4 Representations and Warranties. Each of the representations and warranties made by the Borrower in or pursuant to the Loan Documents shall be true and correct on and as of such date.

6. Other Conditions and Procedure for Disbursements. The Lender's obligation to make any disbursement hereunder is conditioned upon a request of the Borrower, delivery by the Borrower and approval by the Lender of the items required pursuant to Section 5 herein, delivery of the items specified below and the performance by the Borrower of all of its covenants, agreements and obligations under this Agreement and the other Loan Documents.

6.1 Requisition. At least three (3) business days prior to the date on which the Borrower desires a disbursement, the Borrower shall submit to the Lender a request for disbursement in a form reasonably agreeable to the Lender, signed by the Borrower.

6.2 Other Disbursement Contingencies. The Lender shall not be obligated to make any disbursement hereunder or to take any action hereunder or under the Loan Documents if, on the date of a proposed disbursement or the date of a proposed action, (i) the Borrower is in default of its obligations hereunder or under any of the Loan Documents, or an event has occurred which with the passage of time or the giving of notice or both would constitute an Event of Default hereunder or thereunder or (ii) any representation or warranty made by the Borrower herein or in any of the other Loan Documents proves to be untrue in any material respect.

7. Events of Default; Remedies. The occurrence of one or more of the following events shall constitute an "Event of Default" hereunder: (i) the Borrower shall fail to comply with any covenant contained in this Agreement or any of the other Loan Documents which, among other things, calls for the payment of money when such payment is due; (ii) if the Borrower fails to keep, observe or perform any of the other undertakings, conditions, stipulations, agreements, covenants or obligations of the Borrower as set forth in this Agreement or any

of the other Loan Documents, or otherwise to the Lender, which do not have a specified grace or cure period, and does not cure such failure within fifteen (15) days of written notice from the Lender of such failure; (iii) if any of the representations or warranties made by the Borrower under this Agreement or under any of the other Loan Documents shall be untrue in any material respect; (iv) the filing by or against the Borrower of any proceeding in bankruptcy, receivership, insolvency, reorganization, liquidation, conservatorship or similar proceeding (and, in the case of any such proceeding instituted against the Borrower, such proceeding is not dismissed or stayed within thirty (30) days of the commencement thereof, provided that the Lender shall not be obligated to advance additional funds hereunder during such period); (v) any assignment by the Borrower for the benefit of creditors, or any levy, garnishment, attachment or similar proceeding is instituted against any property of the Borrower held by or deposited with the Lender; (vi) a default or failure to pay when due with respect to any other indebtedness of the Borrower for borrowed money; (vii) the commencement of any foreclosure or forfeiture proceeding, execution or attachment against any collateral securing the obligations of the Borrower to the Lender; or (viii) the entry of a final judgment against the Borrower and the failure of the Borrower to discharge the judgment within ten (10) days of the entry thereof. Upon the occurrence of any one or more of the Events of Default, at the Lender's option, all obligations on the Lender's part to make the Loan, or to make any further disbursements hereunder shall cease and terminate, and the Loan and all sums then or thereafter due under any and all of the Loan Documents shall thereupon become immediately due and payable. Upon the occurrence of an Event of Default, the Lender may enforce any or all of its rights hereunder or under any other Loan Documents, or at law or in equity.

8. **Security.** For the purpose of securing the payment and performance of the obligations of the Borrower to the Lender pursuant to the Loan Documents, the Borrower and the Lender are simultaneously entering into the Membership Interest Pledge Agreement.

9. **Notices.** All notices, demands, requests, consents, approvals and other communications required or permitted hereunder (the "Notices") must be in writing and will be effective upon receipt. Notices may be given in any manner to which the parties may separately agree, including electronic mail. Without limiting the foregoing, first-class mail, and commercial courier service are hereby agreed to as acceptable methods for giving the Notices. Regardless of the manner in which provided, the Notices may be sent to a party's address set forth below or to such other address as any party may give to the other for such purpose in accordance with this Section:

To the Lender:

Eagle Six Consultants, Inc.
205 Arch Street
2nd Floor
Philadelphia, PA 19106
Attn: Joe Cole

To the Borrower:

Daniel Scaramellino
[REDACTED]
Hollywood, FL 22021
E-mail: [REDACTED]@gmail.com

10. **Preservation of Rights.** No delay or omission on the Lender's part to exercise any right or power arising hereunder will impair any such right or power or be considered a waiver of any such right or power, nor will the Lender's action or inaction impair any such right or power. The Lender's rights and remedies hereunder are cumulative and not exclusive of any other rights or remedies which the Lender may have under other agreements, at law or in equity.

11. **Illegality.** If any provision contained in this Agreement should be invalid, illegal or unenforceable in any respect, it shall not affect or impair the validity, legality and enforceability of the remaining provisions of this Agreement.

12. **Changes in Writing.** No modification, amendment or waiver of, or consent to any departure by the Borrower from, any provision of this Agreement will be effective unless made in a writing signed by the Lender, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on the Borrower will entitle the Borrower to any other or further notice or demand in the same, similar or other circumstance.

13. **Entire Agreement.** This Agreement (including the documents and instruments referred to herein) constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

14. **Counterparts.** This Agreement may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

15. **Successors and Assigns.** This Agreement will be binding upon and inure to the benefit of the Borrower and the Lender and their respective heirs, executors, administrators, successors and assigns; provided, however, that the Borrower may not assign this Agreement in whole or in part without the Lender's prior written consent and the Lender at any time may assign this Agreement in whole or in part.

16. **Interpretation.** In this Agreement, unless the Lender and the Borrower otherwise agree in writing, the singular includes the plural and the plural the singular; words importing any gender include the other genders; references to statutes are to be construed as including all statutory provisions consolidating, amending or replacing the statute referred to; the word "or" shall be deemed to include "and/or", the words "including", "includes" and "include" shall be deemed to be followed by the words "without limitation"; references to articles, sections (or subdivisions of sections) or exhibits are to those of this Agreement unless otherwise indicated; and references to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications to such instruments, but only to the extent such amendments and other modifications are not prohibited by the terms of this Agreement. Section headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose. Unless otherwise specified in this Agreement, all accounting terms shall be interpreted and all accounting determinations shall be made in accordance with GAAP. If this Agreement is executed by more than one party as Borrower, the obligations of such persons or entities will be joint and several.

17. **Certain Waivers.** The Borrower hereby relieves and discharges the Lender from any and all liability and responsibility whatsoever arising out of the disbursement of Loan proceeds hereunder and agrees and acknowledges that the Lender does not assume any responsibility whatsoever for the method of disbursement, the application or use of Loan proceeds disbursed hereunder or as to any liens or claims whatsoever which might attach to or be filed against any collateral.

18. **Indemnity.** The Borrower agrees to indemnify each of the Lender and each of its Affiliates and their respective managers, members, directors, officers, employees, agents and representatives (the “**Indemnified Parties**”), and to defend and hold each Indemnified Party harmless from and against, any and all claims, damages, losses, liabilities and expenses (including all fees and charges of counsel with whom any Indemnified Party may consult and all expenses of litigation and preparation therefor) which any Indemnified Party may incur, or which may be asserted against any Indemnified Party by any person, entity or governmental authority (including any person or entity claiming derivatively on behalf of the Borrower), in connection with or arising out of or relating to the matters referred to in this Agreement or in the other Loan Documents or the use of the proceeds of the Loan, whether (a) arising from or incurred in connection with any breach of a representation, warranty or covenant by the Borrower, or (b) arising out of or resulting from any suit, action, claim, proceeding or governmental investigation, pending or threatened, whether based on statute, regulation or order, or tort, or contract or otherwise, before any court or governmental authority; provided, however, that the foregoing indemnity agreement shall not apply to any claims, damages, losses, liabilities and expenses solely attributable to an Indemnified Party’s gross negligence or willful misconduct. The indemnity agreement contained in this Section shall survive the termination of this Agreement, payment of any Loan and assignment of any rights hereunder. The Borrower may participate at its expense in the defense of any such action or claim.

19. **Assignments and Participations.** At any time, without any notice to the Borrower, the Lender may sell, assign, transfer, negotiate, grant participations in, or otherwise dispose of all or any part of the Lender’s interest in the Loan. The Borrower hereby authorizes the Lender to provide, without any notice to the Borrower, any information concerning the Borrower, including information pertaining to the Borrower’s financial condition, business operations or general creditworthiness, to any person or entity which may succeed to or participate in all or any part of the Lender’s interest in the Loan.

20. **Governing Law and Jurisdiction.** This Agreement has been delivered to and accepted by the Lender and will be deemed to be made in the State of Florida. **THIS AGREEMENT WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA, EXCLUDING ITS CONFLICT OF LAWS RULES.** The Borrower hereby irrevocably consents to the exclusive jurisdiction of any state or federal court in the county of Hillsborough, state of Florida; provided that nothing contained in this Agreement will prevent the Lender from bringing any action, enforcing any award or judgment or exercising any rights against the Borrower individually, against any security or against any property of the Borrower within any other county, state or other foreign or domestic jurisdiction. The Lender and the Borrower agree that the venue provided above is the most convenient forum for both the Lender and the Borrower. The Borrower waives any objection to venue and any objection based on a more convenient forum in any action instituted under this Agreement.

20. **Independent Advice of Counsel.** The parties hereto, and each of them, represent and declare that in executing this Agreement and any other agreements or documents executed in connection with this agreement, they relied solely upon their own judgment, belief, knowledge and the advice and recommendations of their own independently selected counsel, concerning the nature, extent, and duration of their rights and claims, and that they have not been influenced to any extent whatsoever in executing this Agreement and any other agreements or documents executed in connection with this agreement by any representations or statements covering any matters made by any other party or that party’s representatives hereto.

21. **WAIVER OF JURY TRIAL.** **EACH OF THE BORROWER AND THE LENDER IRREVOCABLY WAIVES ANY AND ALL RIGHT THE BORROWER OR LENDER MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS AGREEMENT, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED IN ANY OF SUCH DOCUMENTS. THE BORROWER AND THE LENDER ACKNOWLEDGE THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.**

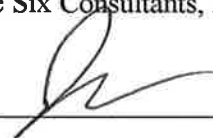
The Borrower acknowledges that he has read and understood all the provisions of this Agreement, including the waiver of jury trial, and has been advised by counsel as necessary or appropriate.

IN WITNESS WHEREOF, the due execution hereof as a document, as of the date first written above, with the intent to be legally bound hereby.



DANIEL SCARPELLINO

Eagle Six Consultants, Inc.

By: 

Print Name: Joe Cole

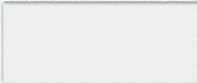
Title: Chief Financial Officer

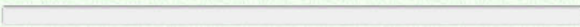
EXHIBIT 4


NO. 2017
DATE 05/28/2019

PAY TO THE ORDER OF Daniel Scaramellino \$ 2,500,000.00

Two million five hundred thousand and 00/100***** DOLLARS

ADDRESS


MEMO 

 **CLEARED**

Account Number [REDACTED]

Statement Period [REDACTED]

Page 1 of 4



546-0.94-23540N11.no1 002359759 1-3

[Barcode]
EAGLE SIX CONSULTANTS INC



Questions? Contact us:

Member Service:

Co Springs: (719) 574-1100 Ext. 6770

Toll-Free: 800-525-9623 Ext. 6770

Online: Ent.com

Mail: P.O. Box 15819

Colorado Springs, CO 80935-5819

**With an Ent Business Auto Loan, you can get
a vehicle that really works for your business.
Affordable rates, flexible terms and no application fee.
Call an Ent Lending Specialist to get pre-approved today!**

YOUR ACCOUNT AT A GLANCE



Account Number [REDACTED]

Statement Period [REDACTED]

Page 4 of 4

[REDACTED]

CHECKS CLEARED

10 BUSINESS DIVIDEND CHECKING

	<u>Number</u>	<u>Date</u>	<u>Amount</u>
[REDACTED]	2017	05/29	-2,500,000.00

*Checks may not appear on your statement because they have not yet cleared, or appear on a previous statement, or cleared as an electronic withdrawal. Some Online Bill Payment transactions are assigned a check number and appear under "Checks Cleared" causing non-sequential check numbers.

[REDACTED]

[REDACTED]

EXHIBIT 5

From: Dan Scaramellino [REDACTED]@gmail.com
Subject: PAR/REDBOX
Date: November 4, 2019 at 11:17 PM
To: Joe Mack joe@parfunding.com, David Chessler [REDACTED].com

DS

Joe,

I appreciate your time today, It was great catching up with you. Looking forward to reconnecting in nyc the week of the 11th-15th. I think it's the right time and a good idea for all of us to talk through the details of a LOI, so we can start the process on the PAR deal. I know your planning on being in FL on the 11th, but when you know your schedule let's coordinate a date that works- even if you end up staying in FL, maybe we can meet down there?

In the meantime, as discussed please wire \$2.5 mill to DC on my behalf as a draw down against the \$5 mill LOC on the PMC stock agreement.

DC- Please send Joe your wire instructions, as Joe has agreed to send the Redbox funds directly to you.

Also, I mentioned to Joe our discussions about you spearheading and controlling all of the ancillary offerings that can be rolled out to the 30+million Redbox users. Our team from the RX Pharmacy discount card is ready to go! Let's make that shit happen! I asked Joe to join us at our next meeting when we are ready to take the next step with them.


Thanks again to both of you...I'll be heading to Disney with the family in the am and should be available after 1pm ish tomorrow if either of you need to speak.

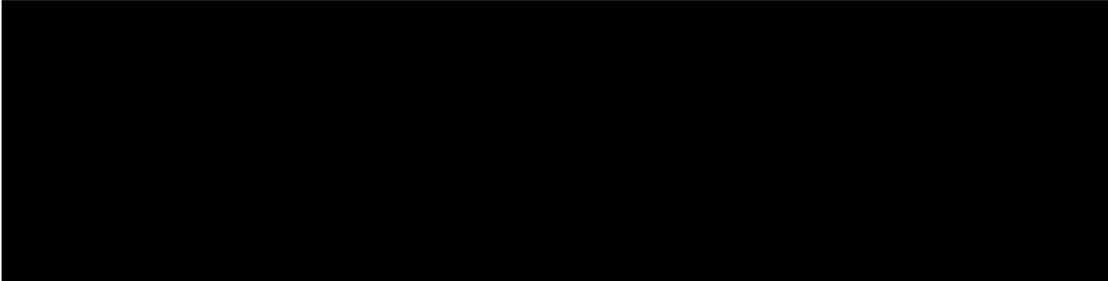
Danny

Sent from my iPad

EXHIBIT 6

COMPLETE BUSINESS SOLUTIONS GROUP INC
November 30, 2019

Page 6 of 27


Date	Description	Subtractions
		
11-07	Outgoing Wire OUTGOING WIRE GFX 20193110117000 BNF CHESSLER HOLD INGS LLC OBI COMMISSION PAYMENT FOR	2,500,000.00

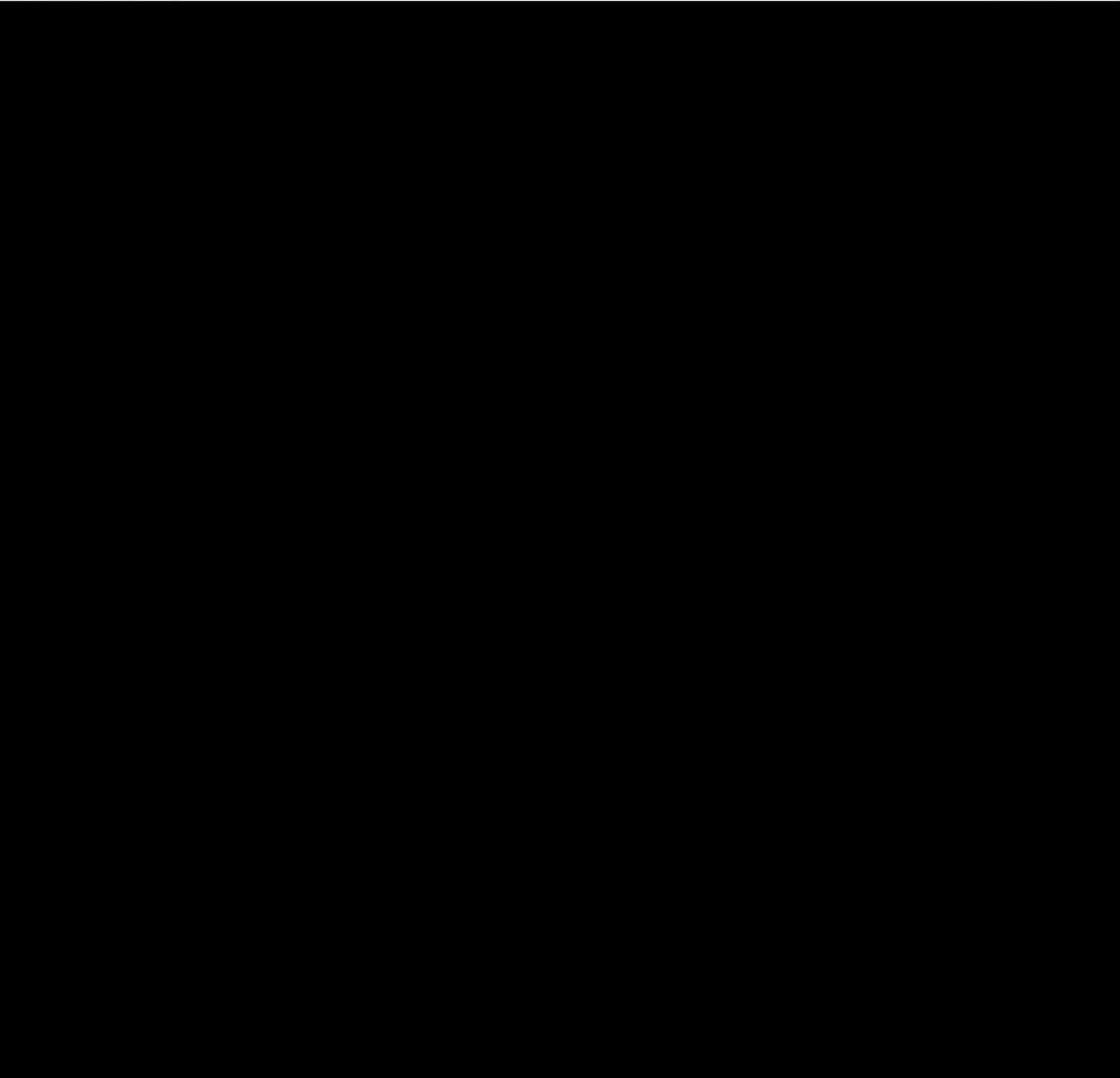


EXHIBIT 7

Date 2/28/20
Primary Account [REDACTED]

TOTALLY FREE BUSINESS CHECKING [REDACTED] [REDACTED]

-----		Activity in Date Order		-----	
Date	Description	Withdrawals	Deposits	Balance	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
2/28	Wire Transfer Debit V&S Holdings Group LLC [REDACTED] 0021 [REDACTED] 5577 365 NE 3rd St Boca Raton FL JPMCHASE NEW YORK, NY [REDACTED]	1,000,000.00-	.00	[REDACTED]	

EXHIBIT 8

----- Activity in Date Order -----
Date Description Withdrawals Deposits Balance

[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

Date	Description	Withdrawals	Deposits	Balance
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

3/03 Wire Transfer Debit 500,000.00- .00 [REDACTED]
V&S Holdings Group LLC
4131
5577
365 NE 3rd St
Boca Raton FL
JPMCHASE
BEVERLY HILLS, CA

EXHIBIT 9

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AND HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. NO SUCH SALE OR DISTRIBUTION MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL IN A FORM SATISFACTORY TO THE BORROWER THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OF 1933.

Secured Convertible Line of Credit Note

\$7,500,000.00

May 28, 2019

FOR VALUE RECEIVED, DANIEL SCARAMELLINO (the "Borrower"), with an address at [REDACTED] Hollywood, FL 33021, promises to pay to the order of Eagle Six Consultants, Inc., a Florida business corporation with an office at 20900 NE 30th Avenue, Aventura, FL 33160 (the "Lender"), in lawful money of the United States of America in immediately available funds at its offices located at 205 Arch Street, 2nd Floor, Philadelphia, PA 19106, or at such other location as the Lender may designate from time to time, the principal sum of **SEVEN MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$7,500,000.00)**, or such lesser amount as may be advanced to or for the benefit of the Borrower hereunder, together with interest accruing on the outstanding principal balance from the date hereof, prior to the Maturity Date (as defined below), all as provided below. This Convertible Line of Credit Note (this "Note") is the Promissory Note described in that certain Loan Agreement dated the same date hereof between Borrower and Lender, as such agreement may be amended, restated, renewed, replaced, supplemented, or otherwise modified from time to time (the "Loan Agreement"). MGFVS Holding LLC (the "Company") is signing this Note for the transfer of Membership Interest set out in this Note

1. **Advance Procedures.** A total of two million five hundred thousand dollars (\$2,500,000.00) shall be advanced to the borrower upon the execution of this Note. Thereafter, up to an additional one million dollars (\$1,000,000.00) may be borrowed every 30 days thereafter up to the maximum principal amount of this Note (\$1,000,000.00 on or after June 30, 2019 for a maximum outstanding principal balance of \$3,500,000.00 on such date, an additional \$1,000,000.00 on or after July 30, 2019 for a maximum outstanding principal balance of \$4,500,000 on such date, an additional \$1,000,000.00 on or after August 30, 2019 for a maximum outstanding principal balance of \$5,500,000.00 on such date, an additional \$1,000,000.00 on or after September 30, 2019 for a maximum outstanding principal balance of \$6,500,000.00 on such date and an additional \$1,000,000.00 on or after October 30, 2019 for a maximum outstanding principal balance of \$7,500,000.00 on or after such date). During the period from the date of this Note to and including the Maturity Date (as hereinafter defined), the Borrower may borrow hereunder (and may re-borrow after repayment if permitted under the Loan Agreement), subject to the terms and conditions of this Note, the Loan Agreement and the other Loan Documents (as hereinafter defined). In no event shall the aggregate unpaid principal amount of advances under this Note exceed the face amount of this Note. If permitted by the Lender, a request for advance may be made by telephone or electronic mail, with such confirmation or verification (if any) as the Lender may require in its discretion from time to time. A request for advance by Borrower shall be binding upon Borrower. The Borrower authorizes the Lender to accept telephonic and electronic requests for advances, and the Lender shall be entitled to rely upon the authority of solely the Borrower, or his designee (upon evidence of such written designation), providing such instructions. The Borrower hereby indemnifies and holds the Lender harmless from and against any and all damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees and expenses) which may arise or be created by the acceptance of such telephonic and electronic requests or by the making of such advances. The Lender will enter on its books and records, which entry when made will be presumed correct, the date and amount of each advance of principal, as well as the date and amount of each payment of principal and interest made by the Borrower. The records of the Lender regarding the advances and payments made shall constitute prima facie evidence of the information contained therein.

2. **Maturity Date.** Unless converted pursuant to Section 3, this Note will mature and be immediately due and payable, plus any accrued but unpaid interest, by the Borrower upon the three (3) year anniversary of the date of this Note (the “**Maturity Date**”). In the event that a replacement note is issued, such note will mature and be immediately due and payable, plus any accrued but unpaid interest, by the Borrower upon this Note’s Maturity Date.

3. **Conversion.** Without limiting any other rights that it may have, the Lender shall be entitled to elect to convert two million five hundred thousand dollars (\$2,500,000.00) of this Note, or pay to Borrower up to the amount of two million five hundred thousand dollars (\$2,500,000.00) in the event that the outstanding principal balance of the Note is less than two million five hundred thousand dollars (\$2,500,000.00) (the “**Conversion Principal**”) The Lender may elect to convert or pay the Conversion Principal by delivering written notice of such election to the Borrower (the “**Conversion Notice**”) at any time during the term of this Note until the Maturity Date (the “**Conversion Election**”). For clarity, in the event that that the Lender provides the Conversion Notice of the Conversion Election at the time that the outstanding principal balance of the Note is \$5,000,000.00, the Lender may elect to convert \$2,500,000.00 of the Note into the Conversion Principal, or, if the outstanding principal balance of the Note is \$1,500,000.00 at that time, the Lender may choose to convert the \$1,500,000.00 of the Note and pay to the Borrower directly \$1,000,000.00 for the balance of the Conversion Principal.

In the event that the Lender delivers a Conversion Notice as described above, then the Conversion Principal shall be converted into 50% of the Membership Interest units (100 Units) (the “**Conversion Shares**”) of the Company, at which time Lender, its designee or assignee will become an Additional Member of the Company, with 50%, un-dilutable, Membership Interest in the Company, with full Membership rights, including voting rights. Upon such conversion or payment of the Conversion Principal, the Lender shall surrender this Note, duly endorsed, at the principal offices of the Borrower and shall deliver executed documents relating to the units of the Company. Thereupon, there shall be issued and delivered to the Lender the Conversion Shares, and a replacement note or payment for an amount equal to the outstanding principal balance of the Note, plus any accrued but unpaid interest, remaining after conversion. In the event that a replacement note is issued, such note will not exceed a face value of \$5,000,000.00, be on terms similar to this Note, and will mature and be immediately due and payable, plus and accrued but unpaid interest, upon this Note’s Maturity Date. The Borrower shall cause any Conversion Shares, if and when issued, to be duly authorized, validly issued, fully paid and non-assessable. The Borrower shall as promptly as practicable, and in any event within fifteen (15) days thereafter, cause the Company to execute and deliver to the Lender a certificate or certificates for the total number of Conversion Shares into which the Conversion Principal is converted.

4. **Rate of Interest.** Except as otherwise provided herein, the outstanding principal amount of all advances made hereunder shall bear interest at the Applicable Rate from the date such advance was made until this Note is paid in full. Interest hereunder will be calculated based on the actual number of days that principal is outstanding over a year of 360 days. The “**Applicable Rate**” shall mean nine percent (9%) simple interest.

5. **Payment Terms.** Prior to the Maturity Date, payments of interest shall be due and payable monthly, commencing on June 1, 2019, and continuing on the 1st day of each month thereafter until the Maturity Date. Each such monthly payment shall be in an amount equal to accrued but unpaid interest, as such amounts are reflected in the records of and calculated by the Lender. All outstanding principal and accrued interest shall be due and payable in full on the Maturity Date. If any payment under this Note shall become due on a day other than a business day (i.e., any day other than a Saturday or Sunday or a federal legal holiday), such payment shall be made on the next succeeding business day and such extension of time shall be included in computing interest in connection with such payment. Payments received will be applied to charges, fees and expenses (including attorneys’ fees), accrued interest and principal in any order the Lender may choose, in its sole discretion.

6. **Late Payments; Default Rate.** If the Borrower fails to make any payment of principal, interest or other amount coming due pursuant to the provisions of this Note within five (5) calendar days of the date due and payable, the Borrower also shall pay to the Lender a late charge equal to the greater of five percent (5%) of the amount of such payment or \$100.00 (the “**Late Charge**”). Such five (5) day period shall not be construed in any way to extend

the due date of any such payment. Upon maturity, whether by acceleration, demand or otherwise, and at the Lender's option upon the occurrence of any Event of Default (as hereinafter defined) and during the continuance thereof, amounts outstanding under this Note shall bear interest at a rate per annum (based on the actual number of days that principal is outstanding over a year of 360 days) which shall be three percentage points (3%) in excess of the interest rate in effect under this Note (the "**Default Rate**"). The Default Rate shall continue to apply whether or not judgment shall be entered on this Note. Both the Late Charge and the Default Rate are imposed as liquidated damages for the purpose of defraying the Lender's expenses incident to the handling of delinquent payments, but are in addition to, and not in lieu of, the Lender's exercise of any rights and remedies hereunder, under the other Loan Documents or under applicable law, and any fees and expenses of any agents or attorneys which the Lender may employ. In addition, the Default Rate reflects the increased credit risk to the Lender of carrying a loan that is in default. The Borrower agrees that the Late Charge and Default Rate are reasonable forecasts of just compensation for anticipated and actual harm incurred by the Lender, and that the actual harm incurred by the Lender cannot be estimated with certainty and without difficulty.

7. **Prepayment.** The Borrower may prepay any amounts under this Note in whole or in part at any time or from time to time without penalty or premium by paying the principal amount to be prepaid together with accrued interest thereon to the date of prepayment.

8. **Other Loan Documents.** This Note is issued in connection with the Loan Agreement, the Membership Interest Pledge Agreement, the Escrow Agreement and the other agreements and documents executed and/or delivered in connection therewith or referred to therein, the terms of which are incorporated herein by reference (as amended, modified or renewed from time to time, collectively the "**Loan Documents**"), and is secured by the property described in the Loan Documents and by any and all mortgages, security agreements, assignments, loan agreements, pledge agreements and other documents or instruments evidencing a security interest or other lien in favor of the Lender and delivered by the Borrower or by any third party with reference to indebtedness of the Borrower, whether such documents were previously or are hereafter executed, and whether given expressly as security for payment of this Note or generally as security for any and all indebtedness of the Borrower to the Lender. Such documents may be executed contemporaneously with the execution of this Note, or they may be executed and delivered at another time. Collateral securing other obligations of Borrower to the Lender may also secure this Note.

9. **Events of Default.** The occurrence of any of the events defined in the Loan Documents as an Event of Default will be deemed to be an "**Event of Default**" under this Note. Upon the occurrence of an Event of Default: (a) the Lender shall be under no further obligation to make advances hereunder; (b) the outstanding principal balance and accrued interest hereunder together with any additional amounts payable hereunder shall be immediately due and payable without demand or notice of any kind; (c) at the Lender's option, this Note will bear interest at the Default Rate from the date of the occurrence of the Event of Default; and (d) the Lender may exercise from time to time any of the rights and remedies available under the Loan Documents or under applicable law. Upon an Event of Default Lender may, among its other remedies, exercise its security interest under the Membership Interest Pledge Agreement and demand the transfer of the Escrow Property under the Escrow Agreement. If Lender exercises its security interest under the Membership Interest Pledge Agreement, unless the parties can agree to a value of the Escrow Property, it will be valued by a nationally recognized person or entity who is in the business of valuing entities similar to the Company. In the event that the value provided by such person or entity for the Escrow Property is higher than the then outstanding principal value of this Note or any replacement note, the Borrower will be entitled to sufficient membership units of the Company held by the Escrow Agent to accommodate the value higher than the outstanding principal balance. In the event that the value provided by such person or entity for the Escrow Property is lower than the then outstanding principal value of this Note or any replacement note, the Borrower shall pay to Lender the difference between the value set and the outstanding principal balance within 10 days of such valuation. In the event the Lender does not exercise its security interest under the Membership Interest Pledge Agreement, Borrower remains personally liable for the outstanding principal balance of this Note or any replacement note.

10. **Indemnity.** The Borrower agrees to indemnify each of the Lender, and each of the Lender's affiliates and their respective managers, members, directors, officers, employees, agents and representatives (the "**Indemnified**

Parties”), and to defend and hold each Indemnified Party harmless from and against any and all claims, damages, losses, liabilities and expenses (including all fees and charges of counsel with whom any Indemnified Party may consult and all expenses of litigation and preparation therefor) which any Indemnified Party may incur or which may be asserted against any Indemnified Party by any person, entity or governmental authority (including any person or entity claiming derivatively on behalf of the Borrower), in connection with or arising out of or relating to the matters referred to in this Note or in the other Loan Documents or the use of any advance hereunder, whether (a) arising from or incurred in connection with any breach of a representation, warranty or covenant by the Borrower, or (b) arising out of or resulting from any suit, action, claim, proceeding or governmental investigation, pending or threatened, whether based on statute, regulation or order, or tort, or contract or otherwise, before any court or governmental authority; provided, however, that the foregoing indemnity agreement shall not apply to any claims, damages, losses, liabilities and expenses solely attributable to an Indemnified Party's gross negligence or willful misconduct. The indemnity agreement contained in this Section 10 shall survive the termination of this Note, payment of any advance hereunder and the assignment of any rights hereunder. The Borrower may participate at its expense in the defense of any such action or claim.

11. **Miscellaneous.** All notices, demands, requests, consents, approvals and other communications required or permitted hereunder (“**Notices**”) must be in writing (except as may be agreed otherwise above with respect to borrowing requests or as otherwise provided in this Note) and will be effective upon receipt. Notices may be given in any manner to which the parties may agree. Without limiting the foregoing, first-class mail, postage prepaid, facsimile transmission and commercial courier service are hereby agreed to as acceptable methods for giving Notices. In addition, the parties agree that Notices may be sent electronically to any electronic address provided by a party from time to time. Notices may be sent to a party’s address as set forth above or to such other address as any party may give to the other for such purpose in accordance with this Section 11. No delay or omission on the Lender’s part to exercise any right or power arising hereunder will impair any such right or power or be considered a waiver of any such right or power, nor will the Lender’s action or inaction impair any such right or power. The Lender’s rights and remedies hereunder are cumulative and not exclusive of any other rights or remedies which the Lender may have under other agreements, at law or in equity. No modification, amendment or waiver of, or consent to any departure by the Borrower from, any provision of this Note will be effective unless made in a writing signed by the Lender, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. The Borrower agrees to pay on demand, to the extent permitted by law, all costs and expenses incurred by the Lender in the enforcement of its rights in this Note and in any security therefor, including without limitation reasonable fees and expenses of the Lender’s counsel. If any provision of this Note is found to be invalid, illegal or unenforceable in any respect by a court, all the other provisions of this Note will remain in full force and effect. The Borrower and all other makers and endorsers of this Note hereby forever waive presentment, protest, notice of dishonor and notice of non-payment. The Borrower also waives all defenses based on suretyship or impairment of collateral. This Note shall bind the Borrower and its successors and assigns, and the benefits hereof shall inure to the benefit of the Lender and its successors and assigns; provided, however, that the Borrower may not assign this Note in whole or in part without the Lender’s written consent and the Lender at any time may assign this Note in whole or in part. Notwithstanding anything herein to the contrary, if at any time the interest rate applicable under the Note, together with all fees, charges and other amounts which are treated as interest under the Note under applicable law (collectively the “**Charges**”), shall exceed the maximum lawful rate (the “**Maximum Rate**”) which may be contracted for, charged, taken, received or reserved by the Lender in accordance with applicable law, the rate of interest payable in respect of the Note hereunder, together with all Charges payable in respect thereof, shall be limited to the Maximum Rate and all sums received by the Lender in excess of those lawfully collectible as interest shall be applied against the principal of the Note immediately upon the Lender’s receipt thereof, with the same force and effect as though the Borrower had specifically designated such extra sums to be so applied to principal and the Lender had agreed to accept such extra payment(s) as a premium-free prepayment or prepayments.

THIS NOTE WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE LENDER AND THE BORROWER DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA, EXCLUDING ITS CONFLICT OF LAWS RULES. The Borrower hereby irrevocably consents to the exclusive jurisdiction of any state or federal court in the county of Hillsborough, state of Florida; provided that nothing contained in this Note will prevent the Lender from bringing any action, enforcing any award or judgment or exercising any rights against the Borrower

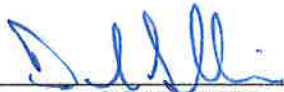
individually, against any security or against any property of the Borrower within any other county, state or other foreign or domestic jurisdiction. The Borrower acknowledges and agrees that the venue provided above is the most convenient forum for both the Lender and the Borrower. The Borrower waives any objection to venue and any objection based on a more convenient forum in any action instituted under this Note.

13. **Electronic Signatures and Records.** Notwithstanding any other provision herein, the Borrower agrees that this Note, the Loan Documents, any amendments thereto, and any other information, notice, agreement or authorization related thereto (each, a “Communication”) may, at the Lender’s option, be in the form of an electronic record. Any Communication may, at the Lender’s option, be signed or executed using electronic signatures. For the avoidance of doubt, the authorization under this Section 13 may include, without limitation, use or acceptance by the Lender of a manually signed paper Communication which has been converted into electronic form (such as scanned into PDF format) for transmission, delivery and/or retention.

14. **WAIVER OF JURY TRIAL. THE BORROWER AND THE COMPANY IRREVOCABLY WAIVES ANY AND ALL RIGHTS THE BORROWER MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS NOTE, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS NOTE OR ANY TRANSACTION CONTEMPLATED IN ANY OF SUCH DOCUMENTS. THE BORROWER ACKNOWLEDGES THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.**

The Borrower the Company acknowledges that he and it has read and understood all the provisions of this Note, including the waiver of jury trial, and has been advised by counsel as necessary or appropriate.

IN WITNESS WHEREOF, the due execution hereof as a document, as of the date first written above, with the intent to be legally bound hereby.



DANIEL SCARAMELLINO

MGFVS Holding, LLC



By: _____

Daniel Scaramellino

Its: Managing Member

Eagle Six Consulting, Inc.



By: _____

Joe Cole

Its: Chief Financial Officer

EXHIBIT 10

General Ledger
All Transactions

Daniel Scaramellino Account totals
8/19/21

Total Funded	\$ 7,500,000.00
Total Interest Received	\$ 468,750.00
Last Int Payment Received	6/30/20

Account	Type	Date	Num	Adj	Name	Memo
VS Holidng Loan Receivable	Check	05/28/2019	2017		Daniel Scaramellino	v and s holding
VS Holidng Loan Receivable	Check	02/28/2020			Daniel Scaramellino	v and s holding
VS Holidng Loan Receivable	Check	03/03/2020			Daniel Scaramellino	v and s holding
VS Holidng Loan Receivable	Check	03/05/2020			Daniel Scaramellino	v and s holding
Interest Income	Deposit	07/01/2019			Daniel Scaramellino	v and s holding group wire
Interest Income	Deposit	07/26/2019			Daniel Scaramellino	v and s holding
Interest Income	Deposit	09/04/2019			Daniel Scaramellino	v and s holding wire
Interest Income	Deposit	10/01/2019			Daniel Scaramellino	v and s holding
Interest Income	Deposit	10/29/2019			Daniel Scaramellino	v and s holding wire
Interest Income	Deposit	11/29/2019			Daniel Scaramellino	Deposit
Interest Income	Deposit	12/31/2019			Daniel Scaramellino	Deposit
Interest Income	Deposit	01/31/2020			Daniel Scaramellino	Deposit
Interest Income	Deposit	03/02/2020			Daniel Scaramellino	Deposit
Interest Income	Deposit	03/31/2020			Daniel Scaramellino	Deposit
Interest Income	Deposit	04/30/2020			Daniel Scaramellino	Deposit
Interest Income	Deposit	05/29/2020			Daniel Scaramellino	Deposit
Interest Income	Deposit	06/30/2020			Daniel Scaramellino	Deposit
DSC Loan Receivable	General Journal	11/07/2019	AL191107-01		Daniel Scaramellino	DSC Chessler holding funding wire sent form cbsg bo

General Ledger
 All Transactions

Daniel Scaramellino Account totals
 8/19/21

Total Funded
Total Interest Received
Last Int Payment Received

Total **\$ 7,500,000.00** **\$ 468,750.00**

Account	Split	Debit	Credit	Notes
VS Holidng Loan Receivable	ENT Operating 5104 10	2,500,000.00		
VS Holidng Loan Receivable	BOSJ Operating 2187	1,000,000.00		
VS Holidng Loan Receivable	BOSJ Operating 2187	500,000.00		
VS Holidng Loan Receivable	BOSJ Operating 2187	1,000,000.00		
Interest Income	ENT Operating 5104 10		18,750.00	Interest Income
Interest Income	ENT Operating 5104 10		18,750.00	Interest Income
Interest Income	BOSJ Operating 2187		18,750.00	Interest Income
Interest Income	BOSJ Operating 2187		18,750.00	Interest Income
Interest Income	BOSJ Operating 2187		18,750.00	Interest Income
Interest Income	BOSJ Operating 2187		37,500.00	Interest Income
Interest Income	BOSJ Operating 2187		37,500.00	Interest Income
Interest Income	BOSJ Operating 2187		37,500.00	Interest Income
Interest Income	BOSJ Operating 2187		37,500.00	Interest Income
Interest Income	BOSJ Operating 2187		56,250.00	Interest Income
Interest Income	BOSJ Operating 2187		56,250.00	Interest Income
Interest Income	BOSJ Operating 2187		56,250.00	Interest Income
Interest Income	BOSJ Operating 2187		56,250.00	Interest Income
DSC Loan Receivable	Note Payable LME	2,500,000.00		Paid from CBSG

EXHIBIT 11

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA
CASE NO.: 20-CV-81205-RAR**

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

v.

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

Defendants.

**[PROPOSED] ORDER GRANTING THE RECEIVER’S MOTION TO
LIFT THE LITIGATION STAY TO ALLOW COMMENCEMENT
OF PROCEEDINGS AGAINST: (1) JRC PAINTING, LLC d/b/a C&C
PAINTING AND JOSEPH R. CANTY; AND (2) DANIEL SCARAMELLINO**

THIS CAUSE comes before the Court upon the Receiver’s this Motion to Lift the Litigation Stay to Allow Commencement of Proceedings Against JRC Painting, LLC d/b/a C&C Painting (“JRC”) Joseph R. Canty, and Daniel Scaramellino [ECF No. ____] (“Motion”), filed on September 3, 2021.

In the Motion, the Receiver seeks to modify the Court’s Amended Order Appointing Receiver dated August 13, 2020 [ECF No. 141], so as to lift the litigation injunction provided for in that Order to pursue causes of action against JRC, Joseph R. Canty, and Daniel Scaramellino for the benefit of the Receivership Estate.

The Receiver has made a sufficient and proper showing in support of the relief requested. Accordingly, it is hereby

ORDERED AND ADJUDGED that Receiver’s Motion is **GRANTED**. The litigation injunction set forth in the Court’s Amended Order Appointing Receiver dated August 13, 2020

[ECF No. 141] is hereby lifted solely for the purpose of allowing the Receivership Entities to pursue claims against the following persons and entities:

1. JRC Painting, LLC d/b/a C&C Painting,
2. Joseph R. Canty, and
3. Daniel Scaramellino.

DONE AND ORDERED in Fort Lauderdale, Florida, this ____ day of _____, 2021.

RODOLFO A. RUIZ II
UNITED STATES DISTRICT JUDGE

Copies to: Counsel of record