

**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 EXPEDITED MOTION TO EXPAND  
THE RECEIVERSHIP TO INCLUDE 19 COUNTRY DRIVE, MORRISTOWN, NJ 07960**

**Basis for expedited relief:**

The Receiver respectfully seeks this relief on an expedited basis because he recently learned that the subject property over which he seeks to expand the Receivership is listed for sale with a closing date scheduled for April 1, 2022. Because the subject property was purchased with, and represents the proceeds of, commingled investor funds, it is a “Recoverable Asset” under the terms of this Court’s Receivership Order and should be included as part of the Receivership Estate. Should expansion not be granted prior to the scheduled closing date, there would almost certainly be a dissipation of assets, which should be safeguarded for the benefit of investors. Accordingly, the Receiver requests an expedited ruling by March 16, 2022.

Ryan K. Stumphauzer, Esq., Court-Appointed Receiver (“Receiver”) of the Receivership Entities,<sup>1</sup> by and through undersigned counsel, hereby files this Motion to Expand the Receivership

---

<sup>1</sup> 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

to include the property located at 19 Country Drive, Morristown, NJ 07960 (“19 Country Drive”). As demonstrated below, Daniel Scaramellino (“Scaramellino”) received more than \$7.5 million from one of the Receivership Entities, Eagle Six Consultants, Inc. (“Eagle Six”), and currently owes more than \$8.7 million to Eagle Six. Scaramellino used these commingled investor funds to purchase the property at 19 Country Drive, which the Receiver recently learned is under contract to be sold to a third party. For the reasons set forth below, expansion of the Receivership Estate over 19 Country Drive is “necessary and appropriate for the purpose of marshaling and preserving the assets of the Defendants . . . that . . . are attributable to funds derived from investors or clients of the Defendants” and/or “may otherwise be includable as assets of the estates of the Defendants.” Amended Order Appointing Receiver (the “Amended Order”) [ECF No. 141] ¶ 1.

### **FACTUAL BACKGROUND**

1. On May 28, 2019, Scaramellino entered into a series of agreements with Eagle Six—including a Loan Agreement and a Secured Convertible Line of Credit—under which Scaramellino borrowed Seven Million Five Hundred Thousand Dollars (\$7,500,000.00) from Eagle Six. The Loan Agreement and Secured Convertible Line of Credit are attached as Composite Exhibit 1. Although Scaramellino made some interest payments on this Loan Agreement, he

---

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.

stopped making any payments when the Court issued its Order Appointing Receiver in this case [ECF No. 36], and has not made a single payment since that time. The outstanding balance, including interest, that Scaramellino owes to Eagle Six exceeds \$8.7 million.<sup>2</sup>

2. On May 28, 2019, the same day Scaramellino entered into the Loan Agreement, Eagle Six issued Check No. 2017, made payable to Daniel Scaramellino, for Two Million Five Hundred Thousand Dollars (\$2,500,000.00), representing the first advance under the Loan Agreement. A copy of this check image from Eagle Six's records is attached as Exhibit 2.

3. Immediately thereafter, Scaramellino deposited that check into a Chase Checking Account, Account Number ending in 5577 (the "Checking Account") in the name of his entity, V&S Holdings Group, LLC ("V&S"). Prior to this deposit, the Checking Account had a balance of One Hundred Eighty-Seven Thousand Nine Hundred Twenty-Five Dollars and Thirty-Six Cents (\$187,925.36). A redacted copy of the relevant page of the statement for the Checking Account reflecting this deposit is attached as Exhibit 3.

4. Two weeks later, on June 10, 2019, Scaramellino transferred One Million Four Hundred Ninety-Nine Thousand Two Hundred Twenty Dollars and Thirty-Eight Cents (\$1,499,220.38) from the Checking Account to a Chase Savings Account, Account Number ending in 6595 (the "Savings Account") in the name of V&S. Prior to this transfer, the Savings Account had a balance of \$1,500,779.62. A redacted copy of the relevant page of the statement for the Savings Account reflecting this prior balance and the transfer is attached as Exhibit 4.

---

<sup>2</sup> The Receiver filed a motion to lift the litigation injunction to permit the filing of a lawsuit against Scaramellino relating to this debt, which the Court granted in an Order dated September 7, 2021. [ECF No. 747]. That lawsuit is pending in the United States District Court for the Middle District of Florida. See Complaint, *Ryan K. Stumphauzer, in his capacity as Court-Appointed Receiver for Eagle Six Consultants, Inc. v. Daniel Scaramellino*, Case No. 8:21-cv-02307 (M.D. Fla.) (filed on September 29, 2021).

5. On July 3, 2019, Scaramellino transferred Two Million Seventy-Two Thousand One Hundred Seventy-Three Dollars and Eighty-Six Cents (\$2,072,173.86) from the Savings Account to the Checking Account. A redacted copy of the relevant page of the statement for the Checking Account reflecting this transfer is attached as Exhibit 5.

6. That same day, on July 3, 2019, Scaramellino sent a wire totaling Two Million Seventy-Two Thousand One Hundred Seventy-Three Dollars and Eighty-Six Cents (\$2,072,173.86) to Signature Closing Services, LLC. The wire referenced “19 Country Drive, Morristown NJ 07960.” A redacted copy of the relevant page of the statement for the Checking Account reflecting this wire transfer is attached as Exhibit 6.

7. Despite paying for 19 Country Drive with cash he received from Eagle Six, Scaramellino structured the purchase of the home so that the property was deeded in the name of his wife, Michelle Scaramellino. A copy of this deed is attached as Exhibit 7.

8. On December 11, 2021, after the Receiver filed his lawsuit against Scaramellino in the U.S. District Court for the Middle District of Florida, Michelle Scaramellino recorded a quitclaim deed (which was dated as of August 30, 2021) to transfer 19 Country Drive to a limited liability company by the name of “One Nine Country Drive, LLC.” A copy of this quitclaim deed is attached as Exhibit 8. Florida Secretary of State records list Michelle Scaramellino as the President and Scaramellino’s brother, Michael Scaramellino, as the manager of One Nine Country Drive, LLC.<sup>3</sup>

---

<sup>3</sup> This entity is referred to as One Nine Country Drive LLC on the quitclaim deed, but as 19 Country Club Drive LLC in the filings with the Florida Department of Corporations and the State of New Jersey Division of Revenue and Enterprise Services. For purposes of consistency, the Receiver will simply refer to that entity as One Nine Country Drive LLC throughout this motion.



9. One Nine Country Drive, LLC converted from a Florida LLC to a New Jersey LLC on August 5, 2021.

10. The Receiver recently discovered that 19 Country Drive was listed for sale for the price of Two Million Four Hundred Fifty Thousand Dollars (\$2,450,000.00). A printout from the Coldwell Banker Homes website evidencing this listing is attached as Exhibit 9.

11. The multiple listing service (“MLS”) information reflects that the status of the listing for 19 Country Drive was recently changed to “under contract” with an anticipated closing date of April 14, 2022. A printout of the listing data from the MLS service reflecting these status changes for 19 Country Drive is attached as Exhibit 10.

12. The Receiver has learned through the listing agent that the closing for this proposed sale of 19 Country Drive is currently scheduled for approximately three weeks from now, on April 1, 2022.

13. As demonstrated by the statements from the Checking Account and Savings Account, but for the \$2,500,000 Eagle Six provided to Scaramellino under the Loan Agreement, Scaramellino would not have had sufficient funds to purchase 19 Country Drive.

14. Accordingly, 19 Country Drive was purchased with and represents the proceeds of commingled investor funds.

### **LEGAL ARGUMENT**

For the sake of brevity, the Receiver will not repeat all of the case law from his initial and other prior motions to expand the Receivership. Suffice it to say that Courts have broad discretion to expand receiverships to include property purchased with “scheme proceeds.” *SEC v. Nadel*, No. 8:09-cv-87-T-26TBM, 2013 WL 2291871, at \*2 (M.D. Fla. May 24, 2013) (citing cases). Under such circumstances, expansion of the receivership is necessary so that ill-gotten assets will not “be

subject to diversion and waste to the detriment of those who were induced to invest in the corporate scheme.” *SEC v. First Fin. Grp. of Tex.*, 645 F.2d 429, 438 (5th Cir. 1981).

In the Amended Order Appointing Receiver, the Court stated that “the appointment of a receiver in this action is necessary and appropriate for the purposes of marshaling and preserving all assets of the Defendants (‘Receivership Assets’) and those assets of the Relief Defendant that: (a) are attributable to funds derived from investors or clients of the Defendants; (b) are held in constructive trust for the Defendants; and/or (c) may otherwise be includable as assets of the estates of the Defendants (collectively, ‘Recoverable Assets’).” Amended Order (ECF No. 141) ¶ 1.

As the Court is aware from this litigation, Defendants Joseph LaForte and Lisa McElhone paid themselves a “consulting fee” from Par Funding to Eagle Six, which was a percentage of the funds Par Funding advanced to merchants during any given quarter. As the Receiver’s consultants at DSI have opined, the only way Par Funding was able to pay back its investors was by raising and using capital from new investors. [ECF 426-1 at ¶ 53]. Accordingly, any money that LaForte and McElhone paid themselves as a “consulting fee” from Par Funding to Eagle Six represented commingled investor funds. Eagle Six then loaned \$7.5 million from these commingled investor funds to Scaramellino, including the \$2.5 million wire that Scaramellino used to purchase 19 Country Drive.

As a result, 19 Country Drive was purchased with, and represents proceeds of, commingled investor funds and, thus, constitutes Recoverable Assets under the terms of this Court’s Receivership Order. As such, the Receiver believes it is necessary to include 19 Country Drive within the Receivership Estate to preserve these “scheme proceeds” so that they may be available for the benefit of investors. Further, given that 19 Country Drive is the subject of a pending sale that is currently scheduled to close in the matter of a few weeks, expansion is particularly

appropriate “to effectively safeguard assets for the benefit of investors . . . and to guard against potential dissipation.” *CCUR Aviation Fin., LLC v. S. Aviation, Inc.*, 21-CV-60462, 2021 WL 1738764, at \*2 (S.D. Fla. May 3, 2021).

Because Scaramellino and the affiliated entity that owns 19 Country Drive (One Nine Country Drive, LLC) are non-parties to this action, the Receiver is serving a copy of this Motion on them. *Id.* at \*3 (“[W]here a receivership may be expanded to include a non-party or its property, that non-party is entitled to notice and an opportunity to be heard.”). Given the potential for dissipation, the Receiver requests that the Court order that that Scaramellino and One Nine Country Drive, LLC (along with all other persons or entities who receive notice) be “restrained and enjoined from directly or indirectly . . . selling, assigning, [or] transferring” any interest in 18 Country Drive “in any manner,” pending further order of this Court. *Id.* After Scaramellino and One Nine Country Drive LLC are provided notice and an opportunity to respond to this Motion, the Receiver requests that the Court enter an Order expanding the Receivership over 19 Country Drive such that the Receiver’s authority under the Amended Order Appointing Receiver applies to that property. A proposed Order granting this Motion is attached as Exhibit 11.<sup>4</sup>

### **CONCLUSION**

WHEREFORE, the Receiver respectfully requests the Court to grant this Motion, order that Scaramellino and One Nine Country Drive, LLC (and all other persons or entities who receive notice) be restrained and enjoined from directly or indirectly selling, assigning, or transferring any

---

<sup>4</sup> The relief the Receiver is requesting in this Motion is consistent with that which U.S. District Judge Bloom granted to a receiver in similar circumstances involving property belonging to a non-party. *See CCUR Aviation Fin., LLC v. S. Aviation, Inc.*, 21-CV-60462, 2021 WL 1738764, at \*2 (S.D. Fla. May 3, 2021).

interest in 19 Country Drive in any manner, expand the Receivership over 19 Country Drive, and grant such other and further relief as the Court deems just and proper.

**CERTIFICATION REGARDING PRE-FILING CONFERENCE**

The undersigned counsel has conferred with the SEC and counsel for Daniel Scaramellino regarding the relief sought through this motion. The SEC has no objection to the requested relief. Counsel for Scaramellino advised the undersigned that Scaramellino opposes the requested relief.

Dated: March 9, 2022

Respectfully Submitted,

**STUMPHAUZER FOSLID SLOMAN  
ROSS & KOLAYA, PLLC**  
Two South Biscayne Blvd., Suite 1600  
Miami, FL 33131  
Telephone: (305) 614-1400  
Facsimile: (305) 614-1425

By: /s/ Timothy A. Kolaya  
TIMOTHY A. KOLAYA  
Florida Bar No. 056140  
[tkolaya@sfslaw.com](mailto:tkolaya@sfslaw.com)

*Co-Counsel for Receiver*

**PIETRAGALLO GORDON ALFANO  
BOSICK & RASPANTI, LLP**  
1818 Market Street, Suite 3402  
Philadelphia, PA 19103  
Telephone: (215) 320-6200  
Facsimile: (215) 981-0082

By: /s/ Gaetan J. Alfano  
GAETAN J. ALFANO  
Pennsylvania Bar No. 32971  
(Admitted Pro Hac Vice)  
[GJA@Pietragallo.com](mailto:GJA@Pietragallo.com)  
DOUGLAS K. ROSENBLUM  
Pennsylvania Bar No. 90989  
(Admitted Pro Hac Vice)  
[DKR@Pietragallo.com](mailto:DKR@Pietragallo.com)

*Co-Counsel for Receiver*

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on March 9, 2022, 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, and is also being served on the non-parties listed below through the means indicated on the following service list.

/s/ Timothy A. Kolaya  
TIMOTHY A. KOLAYA

**Service List – Non-Parties**

<p>Daniel Scaramellino, c/o his counsel: Richard J. McIntyre, Esq. Katie Brinson Hinton, Esq. McIntyre Thanasides Bringgold Elliott Grimaldi Guito &amp; Matthews, P.A. 500 East Kennedy Blvd., Suite 200 Tampa, Florida 33602 (Downtown Tampa) E-mail: <a href="mailto:rich@mcintyrefirm.com">rich@mcintyrefirm.com</a> <a href="mailto:katie@mcintyrefirm.com">katie@mcintyrefirm.com</a></p> <p><i>(via email)</i></p>	<p>19 Country Drive LLC c/o Michael Scaramellino, Registered Agent and Michelle Scaramellino, President 315 SE Mizner Blvd #202 Boca Raton, Florida 33432</p> <p><i>(via Federal Express)</i></p>
---	---

# EXHIBIT 1

**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 4000 Hollywood Boulevard, Suite 495, 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, Avventura, 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, 2<sup>nd</sup> 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

## Loan Agreement

**THIS LOAN AGREEMENT** (this “**Agreement**”) is made as of May 28, 2019 (the “**Effective Date**”), by and between DANIEL SCARAMELLINO, 4000 Hollywood Boulevard, Suite 495, 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  
2<sup>nd</sup> Floor  
Philadelphia, PA 19106  
Attn: Joe Cole

To the Borrower:

Daniel Scaramellino  
4000 Hollywood Boulevard  
Suite 495  
Hollywood, FL 22021  
E-mail: danscaramellino@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 SCARMELLINO

Eagle Six Consultants, Inc.

By: \_\_\_\_\_  


Print Name: Joe Cole

Title: Chief Financial Officer

# EXHIBIT 4



# EXHIBIT 3



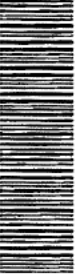
JPMorgan Chase Bank, N.A.  
 P O Box 182051  
 Columbus, OH 43218 - 2051

May 01, 2019 through May 31, 2019  
 Account Number: [REDACTED] 5577

00036150 DRE 021 142 15219 NNNNNNNNNNN T 1 000000000 64 0000  
 V & S HOLDINGS GROUP, LLC  
 850 NE BAY ISLE DR  
 BOCA RATON FL 33487-1731

**CUSTOMER SERVICE INFORMATION**

Web site: [www.Chase.com](http://www.Chase.com)  
 Service Center: 1-877-425-8100  
 Deaf and Hard of Hearing: 1-800-242-7383  
 Para Espanol: 1-888-622-4273  
 International Calls: 1-713-262-1679



**CHECKING SUMMARY**

Chase Platinum Business Checking

	INSTANCES	AMOUNT
<b>Beginning Balance</b>		<b>\$37,377.24</b>
Deposits and Additions	10	2,661,904.10
ATM & Debit Card Withdrawals	62	-8,755.90
Electronic Withdrawals	26	-110,510.85
Other Withdrawals	1	-750.00
<b>Ending Balance</b>	<b>99</b>	<b>\$2,579,264.59</b>

Your Chase Platinum Business Checking account provides:

- No transaction fees for unlimited electronic deposits (including ACH, ATM, wire, Chase Quick Deposit)
- 500 debits and non-electronic deposits (those made via check or cash in branches) per statement cycle
- \$25,000 in cash deposits per statement cycle
- Unlimited return deposited items with no fee

There are additional fee waivers and benefits associated with your account – please refer to your Deposit Account Agreement for more information.

**DEPOSITS AND ADDITIONS**

DATE	DESCRIPTION	AMOUNT
		\$29,000.00
		1,887.03
		1,887.03
		1,500.00
		1,887.03
		112,500.00
		1,887.03
05/28	Deposit 1027382428	2,500,000.00
		9,468.95
		1,887.03
<b>Total Deposits and Additions</b>		<b>\$2,661,904.10</b>

# EXHIBIT 4



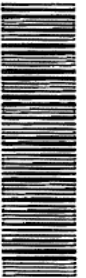
JPMorgan Chase Bank, N.A.  
 P O Box 182051  
 Columbus, OH 43218 - 2051

June 01, 2019 through June 28, 2019  
 Account Number: [REDACTED] 6595

00086905 DRE 021 142 18019 NNNNNNNNNNN T 1 000000000 64 0000  
 V & S HOLDINGS GROUP, LLC  
 850 NE BAY ISLE DR  
 BOCA RATON FL 33487-1731

**CUSTOMER SERVICE INFORMATION**

Web site: [www.Chase.com](http://www.Chase.com)  
 Service Center: 1-877-425-8100  
 Deaf and Hard of Hearing: 1-800-242-7383  
 Para Espanol: 1-888-622-4273  
 International Calls: 1-713-262-1679



**SAVINGS SUMMARY**

Chase Business Premier Savings

	INSTANCES	AMOUNT
<b>Beginning Balance</b>		<b>\$1,500,779.62</b>
Deposits and Additions	2	1,499,432.31
Electronic Withdrawals	1	-100,000.00
<b>Ending Balance</b>	<b>3</b>	<b>\$2,900,211.93</b>
Annual Percentage Yield Earned This Period		0.11%
Interest Paid This Period		\$211.93
Interest Paid Year-to-Date		\$880.09

Your monthly service fee was waived because you maintained an average savings balance of \$25,000 or more during the statement period.

**TRANSACTION DETAIL**

DATE	DESCRIPTION	AMOUNT	BALANCE
	<b>Beginning Balance</b>		<b>\$1,500,779.62</b>
06/10	Online Transfer From Chk ...5577 Transaction#: 8317677131	<b>1,499,220.38</b>	3,000,000.00
06/28	[REDACTED]	-100,000.00	2,900,000.00
06/28	[REDACTED]	<b>211.93</b>	<b>2,900,211.93</b>
	<b>Ending Balance</b>		<b>\$2,900,211.93</b>

30 deposited items are provided with your account each month. There is a \$0.40 fee for each additional deposited item.



# EXHIBIT 5



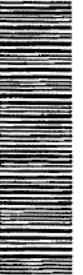
JPMorgan Chase Bank, N.A.  
 P O Box 182051  
 Columbus, OH 43218 - 2051

June 29, 2019 through July 31, 2019  
 Account Number: [REDACTED] 5577

00033495 DRE 021 142 21319 NNNNNNNNNNN T 1 000000000 64 0000  
 V & S HOLDINGS GROUP, LLC  
 850 NE BAY ISLE DR  
 BOCA RATON FL 33487-1731

**CUSTOMER SERVICE INFORMATION**

Web site: [www.Chase.com](http://www.Chase.com)  
 Service Center: 1-877-425-8100  
 Deaf and Hard of Hearing: 1-800-242-7383  
 Para Espanol: 1-888-622-4273  
 International Calls: 1-713-262-1679



**CHECKING SUMMARY**

Chase Platinum Business Checking

	INSTANCES	AMOUNT
<b>Beginning Balance</b>		<b>\$48,242.19</b>
Deposits and Additions	16	2,169,177.44
Checks Paid	1	-2,699.54
ATM & Debit Card Withdrawals	50	-26,551.11
Electronic Withdrawals	31	-2,145,795.64
Other Withdrawals	2	-2,500.00
Fees	3	-141.37
<b>Ending Balance</b>	<b>103</b>	<b>\$39,731.97</b>

Your Chase Platinum Business Checking account provides:

- No transaction fees for unlimited electronic deposits (including ACH, ATM, wire, Chase Quick Deposit)
- 500 debits and non-electronic deposits (those made via check or cash in branches) per statement cycle
- \$25,000 in cash deposits per statement cycle
- Unlimited return deposited items with no fee

There are additional fee waivers and benefits associated with your account – please refer to your Deposit Account Agreement for more information.

**DEPOSITS AND ADDITIONS**

DATE	DESCRIPTION	AMOUNT
[REDACTED]	[REDACTED]	\$1,848.00
[REDACTED]	[REDACTED]	1,848.00
[REDACTED]	[REDACTED]	1,848.00
[REDACTED]	[REDACTED]	18,750.00
07/03	Transfer From Sav Xxxxxx6595	2,072,173.86
[REDACTED]	[REDACTED]	1,496.57
[REDACTED]	[REDACTED]	525.39
[REDACTED]	[REDACTED]	9,288.07
[REDACTED]	[REDACTED]	1,496.57
[REDACTED]	[REDACTED]	525.39
[REDACTED]	[REDACTED]	1,496.57
[REDACTED]	[REDACTED]	525.39
[REDACTED]	[REDACTED]	50,000.00

# EXHIBIT 6



June 29, 2019 through July 31, 2019  
 Account Number: [REDACTED] 5577

**ATM & DEBIT CARD WITHDRAWALS** (continued)

DATE	DESCRIPTION	AMOUNT
[REDACTED]		



**ATM & DEBIT CARD SUMMARY**


Daniel Vito Scaramellino Card 6495		
Total ATM Withdrawals & Debits		\$4,500.00
Total Card Purchases		\$22,192.48
Total Card Deposits & Credits		\$5,544.00
ATM & Debit Card Totals		
Total ATM Withdrawals & Debits		\$4,500.00
Total Card Purchases		\$22,192.48
Total Card Deposits & Credits		\$5,544.00

**ELECTRONIC WITHDRAWALS**

DATE	DESCRIPTION	AMOUNT
[REDACTED]		\$1,000.00
[REDACTED]		2,000.00
[REDACTED]		18,750.00
[REDACTED]		1,200.00
[REDACTED]		534.88
[REDACTED]		1,460.00
07/03	07/03 Domestic Wire Transfer A/C: Signature Closing Services, L.L.C. Morris Plains NJ 07950-2132 Ref: 19 Country Drive, Morristown NJ 07960 Trn: 5280700184Es	2,072,173.86
[REDACTED]		2,647.00
[REDACTED]		1,570.00

# EXHIBIT 7

**Morris County Recording Cover Sheet**



**Honorable Ann F. Grossi, Esq.**  
**Morris County Clerk**

Official Use Only - Realty Transfer Fee <div style="text-align: center; font-size: 1.5em; font-family: cursive;">\$ 21,554.00</div>	
Date of Document: 06/26/2019	Type of Document: Deed
First Party Name: Nikolai Bjorkedal and Jessica Bongiorno	Second Party Name: Michelle Scaramellino
Additional Parties:	



MORRIS COUNTY, NJ  
 ANN F. GROSSI, COUNTY CLERK  
 DEED-OR BOOK 23584 PG 164  
 RECORDED 08/02/2019 13:57:22  
 FILE NUMBER 2019040649  
 RCPT #: 14606617 RECD BY: ECamp  
 RECORDING FEES \$90.00  
 TOTAL TAX \$41,454.00

**THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY**

Block: 35	Lot: 2110
Municipality: Harding Township	
Consideration: \$1,990,000.00	
Mailing Address of Grantee: 19 Country Drive, Morristown, NJ 07960	

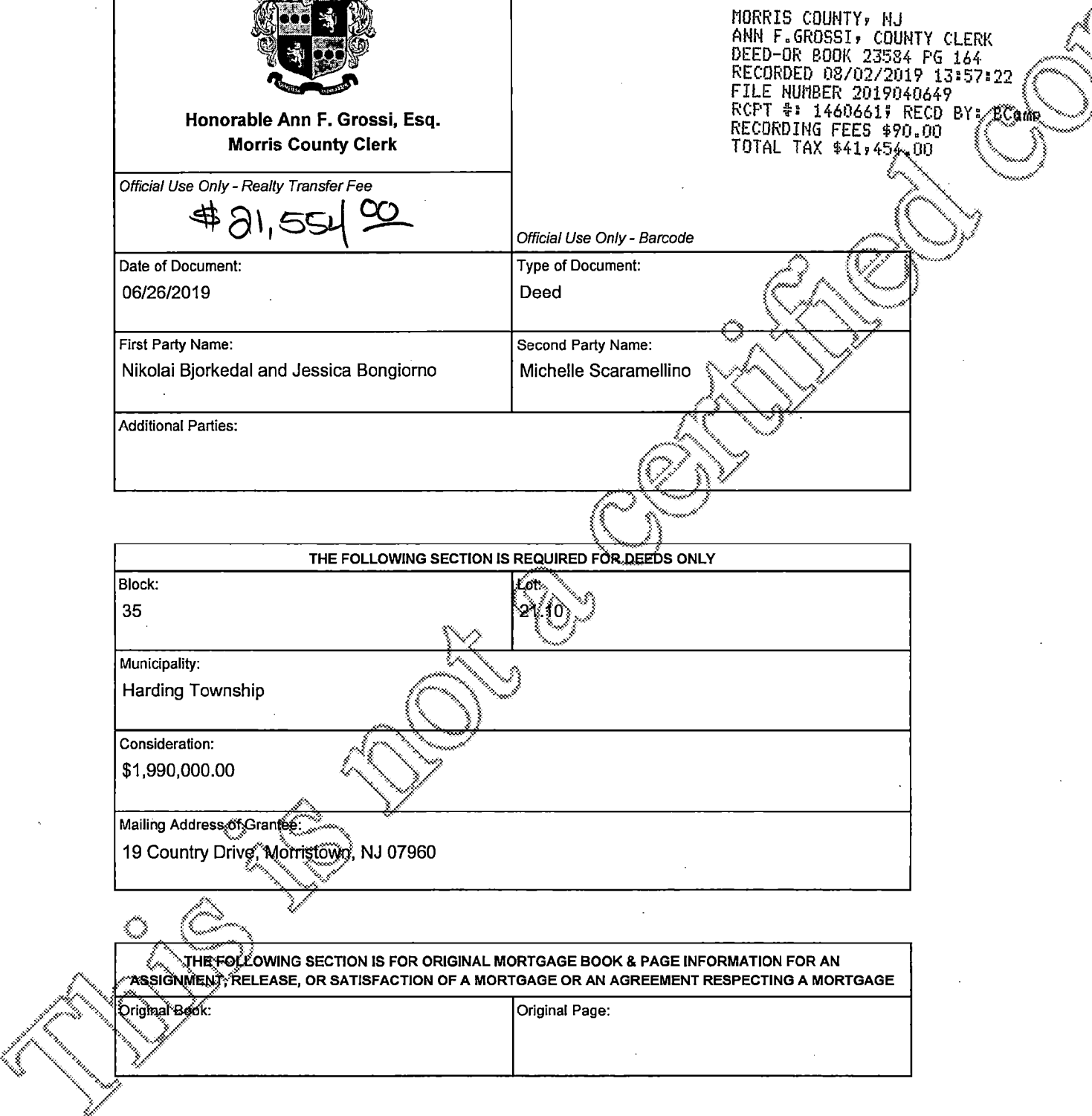
**THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOK & PAGE INFORMATION FOR AN ASSIGNMENT, RELEASE, OR SATISFACTION OF A MORTGAGE OR AN AGREEMENT RESPECTING A MORTGAGE**

Original Book:	Original Page:
----------------	----------------

**MORRIS COUNTY RECORDING COVER SHEET**

Please do not detach this page from the original document as it contains important recording information and is part of the permanent record.

**WARNING:** Information contained on the Recording Cover Sheet must exactly match the information within the attached document or the document will be rejected and returned.



Prepared by:

  
R. Jerome Jabbour, Esq.

**DEED**

This Deed is made on *June 26*, 2019.

**BETWEEN**

**NIKOLAI BJORKEDAL and JESSICA BONGIORNO, husband and wife,** residing at 7 Cherry Lane, Green Village, New Jersey 07935, referred to herein as the Grantor(s),

**And**

**SCARAMELLINO MICHELLE ~~SCARAMELLINO~~**, residing at 19 Country Drive, Morristown, New Jersey 07960, referred to herein as the Grantee(s).

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

**Transfer of Ownership.** The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of ONE MILLION NINE HUNDRED NINETY THOUSAND DOLLARS (\$1,990,000.00). The Grantor acknowledges receipt of this money.

**Tax Map Reference.** (N.J.S.A. 46:15-1.1)

Municipality of Harding Township  
Block No. 35                      Lot No. 21-10                      Account No.

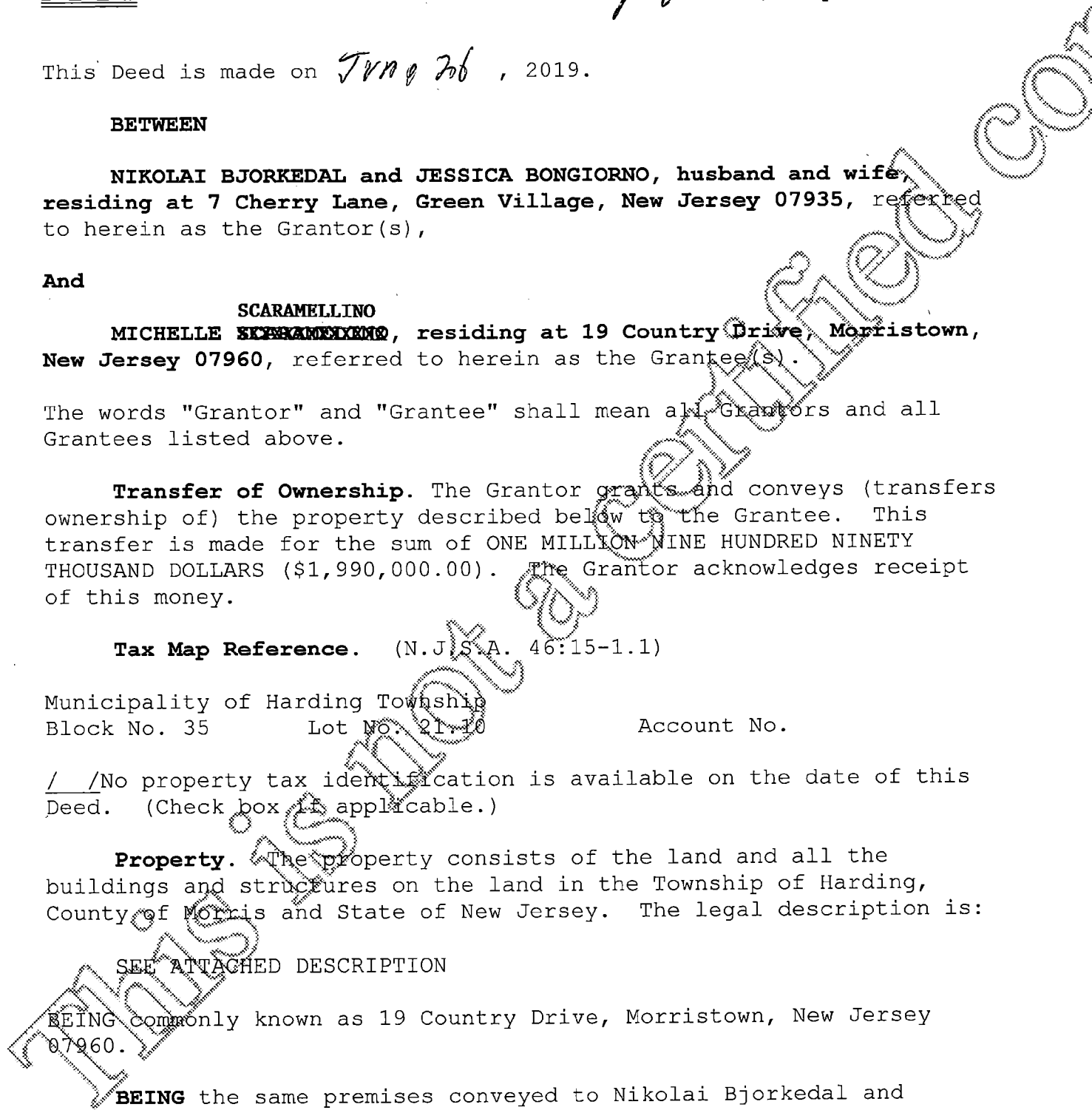
   /    / No property tax identification is available on the date of this Deed. (Check box if applicable.)

**Property.** The property consists of the land and all the buildings and structures on the land in the Township of Harding, County of Morris and State of New Jersey. The legal description is:

SEE ATTACHED DESCRIPTION

BEING commonly known as 19 Country Drive, Morristown, New Jersey 07960.

**BEING** the same premises conveyed to Nikolai Bjorkedal and Jessica Bongiorno, husband and wife, herein by Deed from Barry L. Zubrow and Jan Rock Zubrow, husband and wife, dated June 20, 2008,



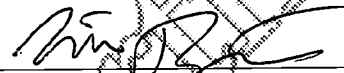
recorded July 3, 2008 in the Morris County Clerk/Register's Office, in Deed Book 21112 at Page 809.

**Promises by Grantor.** The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

**Signatures.** The Grantor signs this Deed as of the date at the top of the first page.


Witnessed by:

  
\_\_\_\_\_  
R. Jerome Jabbour, Esq.

  
\_\_\_\_\_  
NIKOLAI BJORKEDAL

STATE OF NEW JERSEY        )  
  )  
COUNTY OF MORRIS         )

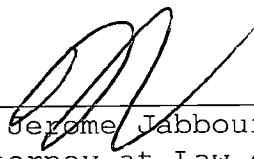
ss.

  
\_\_\_\_\_  
JESSICA BONGIORNO

I CERTIFY that on June 26th, 2019,

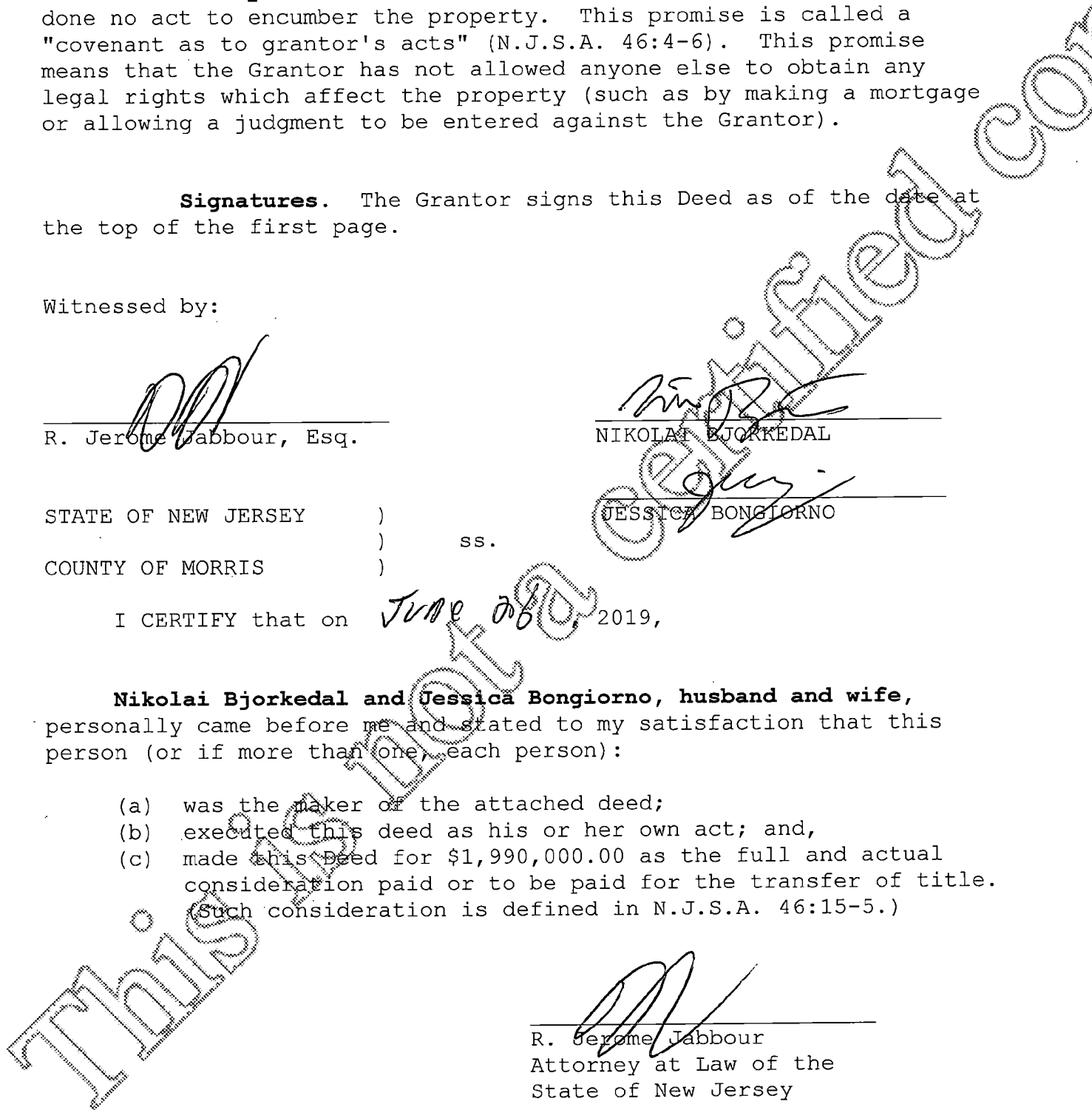
**Nikolai Bjorkedal and Jessica Bongiorno, husband and wife,** personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached deed;
- (b) executed this deed as his or her own act; and,
- (c) made this Deed for \$1,990,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

  
\_\_\_\_\_  
R. Jerome Jabbour  
Attorney at Law of the  
State of New Jersey

R&R

*Martin D. Eagan, Esq. (Lynn)*  
*Eagan & Lenney, LLC*  
*52 Maple Avenue, 2nd Floor*  
*Morristown, NJ 07960*





American Land Title Association

Commitment for Title Insurance  
Adopted 6-17-06 Revised 08-01-2016

LEGAL DESCRIPTION

TT-19520

All that certain Lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Township of Harding, County of Morris, State of New Jersey:

Description of Tax Lot 21.10, Block 35 located in the Township of Harding, Morris County, New Jersey; also being known and designated as Lot 21-J Block 35 on a map entitled "Final Plat, The Wood Estate, Tax Map Sheet 21, Block 35, Lot 21, Township of Harding, Morris County, New Jersey" dated September 11, 1979, last revised November 9, 1979 and filed in the Morris County Clerk's Office on February 5, 1980 as Map No. 3887, and being more particularly described as follows:

Beginning at a point on a curve in the Southerly sideline of Country Drive (50.00 feet wide), said point being distant 853.38 feet in a Southwesterly direction from the intersection of said sideline with the Southwesterly sideline of Glen Alpin Road (variable widths) if both sidelines were projected, and from said beginning point running; thence

- 1) Leaving the Southerly sideline of Country Drive and running along Tax Lot 21 (File Map Lot 21), lands now or formerly Borkan, South 39°-07'-07" East, a distance of 397.18 feet to a point in the Northwesterly property line of Tax Lot 21.14 (File Map Lot 21-N), lands now or formerly Borkan; thence
- 2) Along said lands, South 27°-40'-32" West, a distance of 388.32 feet to a point in the Northerly property line of Tax Lot 21.3 (File Map Lot 21-M), lands now or formerly Spinner; thence
- 3) Along said lands, South 80°-12'-45" West, a distance of 200.00 feet to a point in the Southeasterly property line of Tax Lot 21.20 (File Map Lot 21-I), lands now or formerly Margolis; thence
- 4) Along said lands, North 25°-17'-15" West, a distance of 250.00 feet to a point and corner; thence
- 5) Continuing along said lands, North 27°-06'-04" East, a distance of 380.72 feet to a point on a curve in the Southerly sideline of Country Drive; thence
- 6) Along said sideline in a general Northeasterly direction on a curve to the left, having a radius of 50.00 feet, an arc distance of 131.83 feet, a chord bearing of North 41°-34'-03" East, and a chord distance of 96.83 feet to a point of reverse curvature; thence
- 7) Continuing along said sideline in a general Northwesterly direction on a curve to the right, having a radius of 50.00 feet, an arc distance of 59.99 feet, a chord bearing of North 04°-45'-02" West, and a chord distance of 48.81 feet to point and place of Beginning.

The above description is drawn in accordance with a survey prepared by James P. Deady Surveyor, LLC dated July 12, 2019.

NOTE: Being Lot(s) Lot: 21.10, Block: 35; Tax Map of the Township of Harding, County of Morris, State of New Jersey.

NOTE: Lot and Block shown for informational purposes only.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance [issued by Old Republic National Title Insurance Company]. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

NEW JERSEY LAND TITLE  
INSURANCE RATING BUREAU

NJRB 3-09  
Last Revised: 05/23/17



State of New Jersey

GIT/REP-3  
(9-2015)

**SELLER'S RESIDENCY CERTIFICATION/EXEMPTION**

(Please Print or Type)

**SELLER'S INFORMATION**

Name(s)

NIKOLA BJORKEDAL and JESSICA BONGIORNO husband and wife

Current Street Address

7 CHERRY LANE  
GREEN VILLAGE

City, Town, Post Office Box

State

NJ

Zip Code

07935

**PROPERTY INFORMATION**

Block(s)

33

Lot(s)

21-10

Qualifier

Street Address

19 COUNTRY DRIVE

City, Town, Post Office Box

HARDING TOWNSHIP

State

NJ

Zip Code

Seller's Percentage of Ownership

100%

Total Consideration

\$1,940,000.00

Owner's Share of Consideration

\$1,940,000.00

Closing Date

7-3-19

**SELLER'S ASSURANCES (Check the Appropriate Box) (Boxes 2 through 14 apply to Residents and Nonresidents)**

1.  Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident gross income tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
2.  The real property sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
3.  Seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4.  Seller, transferor, or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5.  Seller is not an individual, estate, or trust and is not required to make an estimated gross income tax payment.
6.  The total consideration for the property is \$1,000 or less so the seller is not required to make an estimated income tax payment.
7.  The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, or 1033 (CIRCLE THE APPLICABLE SECTION). If the indicated section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale and report the recognized gain.
8.  Seller did not receive non-like kind property.
9.  The real property is being transferred by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State.
10.  The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
11.  The deed is dated prior to August 1, 2004, and was not previously recorded.
12.  The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
13.  The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
14.  The property transferred is a cemetery plot.
15.  The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.

**SELLER'S DECLARATION**

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein may be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box  I certify that a Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

Date

6/26/19

Date

6/26/19

*Nikola Bjorkedal*  
NIKOLA BJORKEDAL

Signature

BJORKEDAL

(Seller) Please indicate if Power of Attorney or Attorney in Fact

*Jessica Bongiorno*  
JESSICA BONGIORNO

Signature

BONGIORNO

(Seller) Please indicate if Power of Attorney or Attorney in Fact

RTF-1EE (Rev. 12/09)

STATE OF NEW JERSEY

MUST SUBMIT IN DUPLICATE

AFFIDAVIT OF CONSIDERATION FOR USE BY BUYER

(Chapter 49, P.L.1968, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:15-5 et seq.)

PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM BEFORE COMPLETING THIS AFFIDAVIT

STATE OF NEW JERSEY

COUNTY MORRIS

SS. County Municipal Code 1413

MUNICIPALITY OF PROPERTY LOCATION Harding Township

FOR RECORDER'S USE ONLY
Consideration \$ 1,990,000.00
RTF paid by buyer \$ 19,900.00
Date 8-2-19 By [Signature]

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3 and #4 on reverse side)
Deponent, Maria Salerno, being duly sworn according to law upon his/her oath,
deposes and says that he/she is the Officer of Title Company in a deed dated 06/26/2019 transferring
(Grantee, Legal Representative, Corporate Officer, Officer of Title Company, Lending institution, etc.)
real property identified as Block number 35 Lot number 21.10 located at
19 Country Drive, Harding Township and annexed thereto.

(2) CONSIDERATION \$1,990,000.00 (See Instructions #1, #5, and #11 on reverse side)

Entire consideration is in excess of \$1,000,000:

PROPERTY CLASSIFICATION CHECKED OR CIRCLED BELOW IS TAKEN FROM OFFICIAL ASSESSMENT LIST (A PUBLIC RECORD) OF MUNICIPALITY WHERE THE REAL PROPERTY IS LOCATED IN THE YEAR OF TRANSFER. REFER TO N.J.A.C. 18:12-2.2 ET SEQ.

- (A) Grantee required to remit the 1% fee, complete (A) by checking off appropriate box or boxes below.
Class 2 - Residential
Class 3A - Farm property (Regular) and any other real property transferred to same grantee in conjunction with transfer of Class 3A property
Class 4A - Commercial properties
Cooperative unit (four families or less) (See C. 46:8D-3.) Cooperative units are Class 4C

(B) Grantee is not required to remit 1% fee (one or more of following classes being conveyed), complete (B) by checking off appropriate box or boxes below.

- Property classes: 1-Vacant Land; 3B- Farm property (Qualified); 4B- Industrial properties; 4C- Apartments; 15- Public Property, etc. (N.J.A.C. 18:12-2.2 et seq.)
Exempt organization determined by federal Internal Revenue Service/Internal Revenue Code of 1986, 26 U.S.C. s. 501.
Incidental to corporate merger or acquisition; equalized assessed valuation less than 20% of total value of all assets exchanged in merger or acquisition. If checked, calculation in (E) required and MUST ATTACH COMPLETED RTF-4.

(C) When grantee transfers properties involving block(s) and lot(s) of two or more classes in one deed, one or more subject to the 1% fee (A), with one or more than one not subject to the 1% fee (B), pursuant to N.J.S.A. 46:15-7.2, complete (C) by checking off appropriate box or boxes and (D).

- Property class. Circle applicable class or classes: 1 2 3B 4A 4B 4C 15

(D) EQUALIZED VALUE CALCULATION FOR ALL PROPERTIES CONVEYED, WHETHER THE 1% FEE APPLIES OR DOES NOT APPLY

Total Assessed Valuation + Director's Ratio = Equalized Valuation

Table with 4 rows for Property Class, Assessed Value, Director's Ratio, and Equalized Value.

(E) REQUIRED EQUALIZED VALUE CALCULATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS: (See Instructions #6 and #7 on reverse side)

Total Assessed Valuation + Director's Ratio = Equalized Value

\$ + % = \$

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed valuation. If Director's Ratio is equal to or exceeds 100%, the assessed valuation will be equal to the equalized value.

(3) TOTAL EXEMPTION FROM FEE (See Instruction #8 on reverse side)

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through Chapter 33, P.L. 2006, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

(4) Deponent makes Affidavit of Consideration for Use by Buyer to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith pursuant to the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me this 3 day of July, 2019

[Signature of Notary Public]

BRIDGET M. ZAMBARANO
Notary Public - State of New Jersey
Commission # 2296925
My Comm. Expires Feb. 21, 2023

Signature of Deponent
520 Speedwell Ave, Suite 103, Morris Plains, NJ 07950
Deponent Address

Michelle Scaramellino
Grantee Name
850 NE Bay Isle Dr., Boca Raton, FL 33487
Grantee Address at Time of Sale


Signature Closing Services, LLC
Name/Company of Settlement Officer

County recording officers: forward one copy of each RTF-1EE to:

STATE OF NJ - DIVISION OF TAXATION
PO BOX 251
TRENTON, NJ 08695-0251
ATTENTION: REALTY TRANSFER FEE UNIT

FOR OFFICIAL USE ONLY
Instrument Number
County
Deed Number
Book Page
Deed Dated Date Recorded

# EXHIBIT 8

<b>Morris County Recording Cover Sheet</b>    <b>Honorable Ann F. Grossl, Esq.</b> <b>Morris County Clerk</b>	
Official Use Only - Realty Transfer Fee  <div style="text-align: center; font-size: 2em;">\$ 0.00</div>	
Date of Document: 2021-08-30	Official Use Only - Barcode
First Party Name: Michelle Scaramellino	Type of Document: DEED AND REALTY TAX FEES
Second Party Name: 19 Country Drive LLC	Additional Parties:

MORRIS COUNTY, NJ  
 Ann F. Grossl  
 DEED-OR BOOK 24289 PG 1010  
 RECORDED 12/11/2021 08:35:57  
 FILE NUMBER 2021099572  
 RCPT # 1685525; RECD BY: NJACKSON eRecord  
 RECORDING FEES 100.00  
 INDEX FEE

<b>THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY</b>	
Block: 35,	Lot: 21.10,
Municipality: HARDING TWP	
Consideration: 1.00	
Mailing Address of Grantee: 19 Country Drive Morristown, NJ 07980	

<b>THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOK &amp; PAGE INFORMATION FOR AN ASSIGNMENT, RELEASE, OR SATISFACTION OF A MORTGAGE OR AN AGREEMENT RESPECTING A MORTGAGE</b>	
Original Book:	Original Page:

**MORRIS COUNTY RECORDING COVER SHEET**  
 Please do not detach this page from the original document as it contains important recording information and is part of the permanent record.  
  
**WARNING:** Information contained on the Recording Cover Sheet must exactly match the information within the attached document or the document will be rejected and returned.



# Quitclaim Deed

This Deed is made on August 30, 2021

**BETWEEN**

**Michelle Scaramellino**

whose post office addresses are

**19 Country Drive, Morristown, New Jersey 07960**

referred to as the Grantor,

**AND**

**19 County Drive, LLC**

whose post office address will become

**19 Country Drive, Morristown, New Jersey 07960**

referred to as the Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

**1. Transfer of Ownership.** The Grantor grants and conveys (transfers ownership of) the property (called the "Property") described below to the Grantee. This transfer is made for the sum of One Dollar (**\$1.00**)

The Grantor acknowledges receipt of this money.

**2. Tax Map Reference.** (N.J.S.A. 46:15-1.1) Municipality of Harding Township

Block No. **35** Lot No. **21.10** Qualifier No. Account No.

No property tax identification number is available on the date of this Deed. (Check box if applicable.)

**3. Property.** The Property consists of the land and all the buildings and structures on the land in the **Township of Harding** County of **Morris** and State of **New Jersey**.

The legal description is:

Please see attached Legal Description annexed hereto and made a part hereof (check box if applicable).

Being the same premises vested Michelle Scaramellino, who acquired title by Deed made by Nikolai Bjorkedal and Jessica Bongiorno, husband and wife, dated June 26, 2019 and recorded in the Morris County Clerk's Office on August 2, 2019 in Deed Book 23584, Page 164.

Prepared by:

Ali D. Jaloudi, Esq.  
Jaloudi & Associates, LLC

(For Recorder's Use Only)



The street address of the Property is: 19 Country Drive, Morristown, New Jersey 07960

4. **Type of Deed.** This Deed shall be a Quitclaim Deed. The Grantor makes no promise as to ownership or title, but simply transfers whatever interest the Grantor has to the Grantee.

5. **Signatures.** The Grantor signs this Deed as of the date at the top of the first page. (Print name below each signature).

Witnessed By:

\_\_\_\_\_  
Michelle Scarmellino (Seal)

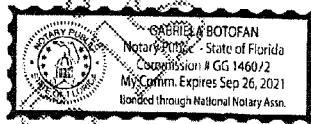
STATE OF ~~NEW JERSEY~~ <sup>FLORIDA</sup> ~~GO~~  
County of ~~PALM BEACH~~

I CERTIFY that on August 31<sup>st</sup>, 2021

SS:

Michelle Scaramellino personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of this Deed;
- (b) was authorized to and did execute this deed as the Sole and Managing Member of the entity named in the deed;
- (c) executed this Deed as his or her own act; and
- (d) made this Deed for \$ 1.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15.5.)



Physical Presence  
 On-line  
 Personally Known  
 Provided identification

GABRIELA POBOFAN  
 Notary public

RECORD AND RETURN TO:  
 Kensington Vanguard National Land Services, LLC  
 39 West 37th Street, 3rd floor  
 New York, NY 10018



GIT/REP-3  
(2-21)  
(Print or Type)

**State of New Jersey  
Seller's Residency Certification/Exemption**

**Seller's Information**

Name(s)  
Michelle Scarmellino  
Current Street Address  
19 Country Drive  
City, Town, Post Office  
Morristown State NJ ZIP Code 07438

**Property Information**

Block(s)  
35 Lot(s) 21.10 Qualifier  
Street Address  
19 Country Drive  
City, Town, Post Office  
Morristown (Harding Twp) State NJ ZIP Code 07960

Seller's Percentage of Ownership	Total Consideration	Owner's Share of Consideration	Closing Date
<u>100</u>	<u>\$1.00</u>	<u>\$1.00</u>	<u>8/30/2021</u>

**Seller's Assurances (Check the Appropriate Box) (Boxes 2 through 16 apply to Residents and Nonresidents)**

1.  Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident Gross Income Tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
2.  The real property sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
3.  Seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4.  Seller, transferor, or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5.  Seller is not an individual, estate, or trust and is not required to make an estimated Gross Income Tax payment.
6.  The total consideration for the property is \$1,000 or less so the seller is not required to make an estimated Income Tax payment.
7.  The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, or 1033 (CIRCLE THE APPLICABLE SECTION). If the indicated section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey Income Tax return for the year of the sale and report the recognized gain.
8.  Seller did not receive non-like kind property.
9.  The real property is being transferred by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State.
10.  The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
11.  The deed is dated prior to August 1, 2004, and was not previously recorded.
12.  The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
13.  The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
14.  The property transferred is a cemetery plot.
15.  The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.
16.  The seller is a retirement trust that received an acknowledgment letter from the Internal Revenue Service that the seller is a retirement trust, and is therefore not required to make the estimated Gross Income Tax payment.
17.  The seller (and/or spouse/civil union partner) originally purchased the property while a resident of New Jersey as a member of the U.S. Armed Forces and is now selling the property as a result of being deployed on active duty outside of New Jersey. (Only check this box if applicable and neither boxes 1 nor 2 apply.)

**Seller's Declaration**

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein may be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box  I certify that a Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

8/30/21 MS Michelle Scarmellino  
Date Signature (Seller) Indicate if Power of Attorney or Attorney in Fact  
\_\_\_\_\_  
Date Signature (Seller) Indicate if Power of Attorney or Attorney in Fact

COPY

RTF-1 (Rev. 7/14/10)  
MUST SUBMIT IN DUPLICATE

STATE OF NEW JERSEY  
AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

(Chapter 49, P.L. 1988, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:15-5 et seq.)

BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY

FOR RECORDER'S USE ONLY

Consideration \$ 1.00  
RTF paid by seller \$ 8  
Date 12-11-2021 By [Signature]

COUNTY MORRIS } SS. County Municipal Code 1413

MUNICIPALITY OF PROPERTY LOCATION Harding Township

\*Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3 and #4 on reverse side)

Deponent, Michelle Scaramellino, being duly sworn according to law upon his/her oath, depose and says that he/she is the GRANTOR (Name) In a deed dated AUGUST 30 2021 transferring (Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.) real property identified as Block number 35 Lot number 21.10 located at 19 Country Drive, Morristown, NJ 07960 and annexed thereto (Street Address, Town)

(2) CONSIDERATION \$ 1.00 (Instructions #1 and #5 on reverse side)  No prior mortgage to which property is subject.

(3) Property transferred is Class 4A 4B 4C (circle one). If property transferred is Class 4A, calculation in Section 3A below is required.

(3A) REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS (See Instructions #5A and #7 on reverse side)

Total Assessed Valuation + Director's Ratio = Equalized Assessed Valuation

\$ \_\_\_\_\_ + \_\_\_\_\_ % = \$ \_\_\_\_\_

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation.

(4) FULL EXEMPTION FROM FEE (See Instruction #8 on reverse side)

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1988, as amended through C. 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

Grantor is conveying the property into an entity owned by the Grantor

For consideration less than \$100.00

(5) PARTIAL EXEMPTION FROM FEE (Instruction #9 on reverse side)

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. Deponent claims that this deed transaction is exempt from State portions of the Basic, Supplemental, and General Purpose Fees, as applicable, imposed by C. 176, P.L. 1975, C. 113, P.L. 2004, and C. 66, P.L. 2004 for the following reason(s):

- A. SENIOR CITIZEN Grantor(s)  62 years of age or over. \* (Instruction #9 on reverse side for A or B)
- B. BLIND PERSON Grantor(s)  legally blind or;
- DISABLED PERSON Grantor(s)  permanently and totally disabled  receiving disability payments  not gainfully employed\*

Senior citizens, blind persons, or disabled persons must also meet all of the following criteria:

- Owned and occupied by grantor(s) at time of sale.
- Resident of State of New Jersey.
- One or two-family residential premises.
- Owners as joint tenants must all qualify.

\*IN CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY.

C. LOW AND MODERATE INCOME HOUSING (Instruction #9 on reverse side)

- Affordable according to H.U.D. standards.
- Reserved for occupancy.
- Meets income requirements of region.
- Subject to resale controls.

(6) NEW CONSTRUCTION (Instructions #2, #10 and #12 on reverse side)

- Entirely new improvement.
- Not previously occupied.
- Not previously used for any purpose.
- "NEW CONSTRUCTION" printed clearly at top of first page of the deed.

(7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES (Instructions #5, #12, #14 on reverse side)

- No prior mortgage assumed or to which property is subject at time of sale.
- No contributions to capital by either grantor or grantee legal entity.
- No stock or money exchanged by or between grantor or grantee legal entities.

(8) Deponent makes this Affidavit to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1988, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me this 30 day of AUGUST, 2021

[Signature] Michelle Scaramellino  
Signature of Deponent Grantor Name

19 Country Drive 19 Country Drive  
Morristown, NJ 07960 Morristown, NJ 07960

810 Bella Vista Court S. Jupiter  
Deponent Address PL. Grantor Address at Time of Sale

XXX-XXX-4512 Last three digits in Grantor's Social Security Number  
Kenington Vanguard Name/Company of Settlement Officer

**MAKSIM BRUSNIKIN**  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
ID # 50038349  
MY COMMISSION EXPIRES MAY 13, 2026

FOR OFFICIAL USE ONLY  
Instrument Number 2021099572 County MORRIS  
Deed Number 24289 Book 1070  
Deed Dated 8-31-2021 Date Recorded 12-16-2021

County recording officers shall forward one copy of each RTF-1 form when Section 3A is completed to: STATE OF NEW JERSEY

PO BOX 251  
TRENTON, NJ 08695-0251

ATTENTION: REALTY TRANSFER FEE UNIT

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and may not be altered or amended without prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at:

www.state.nj.us/treasury/taxation/pdf/locstat.htm

## COMMITMENT FOR TITLE INSURANCE

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

### SCHEDULE C SCHEDULE C

The Land is described as follows:

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Harding, in the County of Morris, State of New Jersey:

Description of Tax Lot 21.10, Block 35 located in the Township of Harding, Morris County, New Jersey, also being known and designated as Lot 21-J Block 35 on a map entitled "Final Plat, The Wood Estate, Tax Map Sheet 21, Block 35, Lot 21, Township of Harding, Morris County, New Jersey" dated September 11, 1979, last revised November 9, 1979 and filed in the Morris County Clerk's Office on February 5, 1980 as Map No. 3887, and being more particularly described as follows:

Beginning at a point on a curve in the Southerly sideline of Country Drive (50.00 feet wide), said point being distant 853.38 feet in a Southwesterly direction from the intersection of said sideline with the Southwesterly sideline of Glen Alpin Road (variable widths) if both sidelines were projected, and from said beginning point running; thence

- 1) Leaving the Southerly sideline of Country Drive and running along Tax Lot 21 (File Map Lot 21), lands now or formerly Borkan, South 39 degrees -07 minutes -07 seconds East, a distance of 397.18 feet to a point in the Northwesterly property line of Tax Lot 21.14 (File Map Lot 21-N), lands now or formerly Borkan; thence
- 2) Along said lands, South 27 degrees -40 minutes -32 seconds West, a distance of 388.32 feet to a point in the Northerly property line of Tax Lot 21.3 (File Map Lot 21-M), lands now or formerly Spinner, thence
- 3) Along said lands South 80 degrees -12 minutes -45 seconds West, a distance of 200.00 feet to a point in the Southeasterly property line of Tax Lot 21.20 (File Map Lot 21-I), lands now or formerly Margolis; thence
- 4) Along said lands, North 25 degrees -17 minutes -15 seconds West, a distance of 250.00 feet to a point and corner; thence
- 5) Continuing along said lands, North 27 degrees -06 minutes -04 seconds East, a distance of 380.72 feet to a point on a curve in the Southerly sideline of Country Drive; thence
- 6) Along said sideline in a general Northeasterly direction on a curve to the left, having a radius of 50.00 feet, an arc distance of 131.83 feet, a chord bearing of North 41 degrees -34 minutes -03 seconds East, and a chord distance of 96.83 feet to a point of reverse curvature; thence
- 7) Continuing along said sideline in a general Northwesterly direction on a curve to the right, having a radius of 50.00 feet, an arc distance of 50.99 feet, a chord bearing of North 04 degrees -45 minutes 02 seconds West, and a chord distance of 48.61 feet to point and place of Beginning.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

Copyright 2006 - 2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

AMERICAN  
LAND TITLE  
ASSOCIATION



**SCHEDULE C**  
(Continued)

The above description is drawn in accordance with a survey prepared by James P. Deady Surveyor, LLC dated July 12, 2019.

FOR INFORMATION PURPOSES ONLY: BEING known as 19 Country Drive, Morristown, NJ 07960, Tax Lot 21.10, Tax Block 35 on the Official Tax Map of Harding, NJ.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

Copyright 2006 - 2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



# EXHIBIT 9

ColdwellBankerHomes.com

This site uses cookies and related technologies, as described in our [privacy policy](#), for purposes that may include site operation, analytics, enhanced user experience, or advertising.



**COLDWELL BANKER**  
REALTY

[Manage Preferences](#)

Recently Viewed Properties

## 19 Country Dr Harding Township, NJ 07960

**\$2,450,000**

For Sale | Under Contract | Single Family | 5 Beds | 7 Full Baths | 2 Partial Baths | 3 Car Garage | Updated 6 days ago



**COLDWELL BANKER**



Exquisite design elements adorn this spectacular home! Soaring ceilings, sunlit rooms and delectable landscaping make this a special home waiting for you! Beautiful pool and pool house with kitchen! Nestled on a private road in the New Vernon section of Harding Twp., this sanctuary provides a flowing floor plan, lovely public spaces, expansive areas for entertaining, en-suite bedrooms, and warm owner spaces. Wonderful work from home opportunities! Fully finished lower level with gym, guest room and bath. Major infrastructural improvements include HVAC system and whole house generator. Recently refreshed and updated, this home is move in ready and waiting for you! Situated close to shopping, commuting arteries and NYC yet a world away! **SHOWINGS START 8/10**

### Full Property Details for 19 Country Dr

#### General

**Price:** \$2,450,000

**Taxes:** \$21,041 (2020)

**Status:** Under Contract

**Type:** Single Family

**MLS ID:** 3732296

**Updated:** 3/3/2022

**Added:** 217 day(s) ago

**Viewed:** 77 times

#### Interior

#### Location



**Number of Rooms:** 16

**3rd Floor/Level 3:** Attic

**2nd Floor/Level 2:** Bedroom 4+, Main Bath, Other Bath, Loft, SittngRm

**1st Floor/Level 1:** Other Bath, Conservatory, Den, Dining Room, Family Room, GarEnter, Great Room, Kitchen, Laundry Room, Library, Living Room, Office, OutEntrn, Pantry, Powder Room

**Other Level:** Additional

**Lower Level:** 1 Bedroom, Bath Main, Bath(s) Other, Den, Exercise Room, Media Room, Storage Room, Walkout

**Interior Features:** Wet Bar, Carbon Monoxide Detector, Cathedral Ceiling, Fire Alarm System, Fire Extinguisher, High Ceilings, Jacuzzi-Type Tub, Security System, Smoke Detector, Stereo System, Walk-In Closet, Window Treatments

**Number of Fireplaces:** 5

**Fireplace(s):** Bedroom 1, Dining Room, Great Room, Kitchen, Library

**Appliances:** Carbon Monoxide Detector, Central Vacuum, Dishwasher, Disposal, Dryer, Built-In Generator, Instant Hot Water, Kitchen Exhaust Fan, Microwave, Refrigerator, OvnWElec, Washer, Water Softener (Owned), WineRefr

**Flooring:** Carpeting, Marble, Tile, Wood

## Rooms

### BATHROOMS

**Total Bathrooms:** 9

**Full Bathrooms:** 7

**Half Bathrooms:** 2

### BEDROOMS

**Total Bedrooms:** 5

**Master Bedroom:** Dressing Room, Fireplace, Walk-In Closet

**Bedroom 1:** 25 x 15, Second

**Bedroom 2:** 16 x 15, Second

**Bedroom 3:** 18 x 12, Second

**Bedroom 4:** 20 x 17, Second

### OTHER ROOMS

**Living Room:** 24 x 22, First

**Family Room:** 22 x 15, First

**Kitchen:** Center Island, Eat-In Kitchen, 23 x 19, First

**Dining Room:** Formal Dining Room, 22 x 15, First

**Conservatory:** 25 x 15, First

**Exercise Room:** 23 x 21, Basement

**Library:** 25 x 17, First

**Bedroom:** Basement

**In-Law/Au Pair Suite:** Yes

**Suite:** Full Bath, Kitchen, SepEnter

## Additional Information

**Pool:** Yes

**County:** Morris

**Driving Directions:** Glen Alpin to 19 Country Drive - Private Road

## School Information

**Elementary School:** Harding

**Middle School:** Harding

**High School:** Madison

## Heating & Cooling

**Cooling Type:** 4 Units, Central Air Conditioning, Multi-Zone Cooling

**Heating Type:** 4 Units, Baseboard - Hotwater, Forced Hot Air, Multi-Zone

**Heating Fuel:** Natural Gas

**Water Heater:** Gas

## Utilities

**Sewer:** Septic 5+ Bedroom Town Verified

**Water:** Well

**Utility Description:** All Underground, Electric, Natural Gas, Cable TV

## Structural Information

**Architectural Style:** Colonial

**Basement:** Yes

**Basement Desc.:** Finished, Full, Walk-Out

**Roof:** Imitation Slate

**Year Built:** 1994

**Remodeled/Updated:** 2020

## Lot Features

**Lot Size (Acres):** 4.2

**Lot Size:** 4.1967 AC

**Driveway/Sidewalk:** Blacktop, Circular, Fencing, Hard Surface, Lighting, Paver Block

**Zoning:** Res

**Lot Description:** Private Road

## Financial Considerations

**Other Fee Freq.:** Annually

**Assessment Amount:** \$1,923,400

**Land Assmt:** \$659,900

**Tax Amount:** \$21,041

**Tax Year:** 2020

## Disclosures and Reports

**Ownership:** Fee Simple



**Pool Description:** Heated, In-Ground Pool

**Exclusions:** Contact Agent for Exclusions

**Disclosures:** Yes

**APN:** 2313-00035-0000-00021-0010-

**Block:** 35

**Lot Number:** 21.1

## Exterior

**Exterior Features:** Barbecue, Deck, Pergola, StrmDoor, Sprinklr, FencWood  
**Color:** Brick

## Parking

**Garage:** Yes  
**Garage Spaces:** 3  
**Garage Description:** Attached Garage, Garage Door Opener, Oversize Garage

## Meet the listing agent

— 19 Country Dr —



**Sally Mulcahy**

[Email Me](#)

(973) 543-2552 *direct*

(201) 787-4713 *mobile*

## Schools serving 19 Country Dr

School District:Harding Township Public Schools

RATING	NAME
GRADES	DISTANCE
9	<a href="#">HARDING TOWNSHIP SCHOOL</a> 34 LEES HILL RD, NEW VERNON, NJ 07976
PK-8	1 mi

Disclaimer: School ratings provided by [GreatSchools](#). Ratings are on a scale of 1-10. [Learn more about GreatSchools ratings](#). School attendance boundaries provided by Pitney Bowes and are for reference only. Contact the school directly to verify enrollment eligibility.

## Price & Sales History for 19 Country Dr

Date	Details	Price	Change	Source
8/20/2021	Price Reduced	\$2,450,000	-3.92%	MLS
8/04/2021	Listed	\$2,550,000	28.14%	MLS
6/26/2019	Sold	\$1,990,000	—	Public Record

Disclaimer: Historical sales information is derived from public records provided by the county offices. Information is not guaranteed and should be independently verified.

## Tax History for 19 Country Dr

Year	Property Taxes	Change	Tax Assessment	Change
2021	\$21,244	-5%	\$1,923,400	-1%
2019	\$22,469	2%	\$1,950,400	—
2018	\$22,040	1%	\$1,950,400	—
2017	\$21,922	2%	\$1,950,400	—
2016	\$21,571	2%	\$1,950,400	—
2015	\$21,064	1%	\$1,950,400	—
2013	\$20,928	—	\$1,950,400	—

Disclaimer: Historical tax information is derived from public records provided by the county offices. Information is not guaranteed and should be independently verified.

19 Country Dr, Harding Township, NJ 07960 (MLS# 3732296) is a Single Family property with 5 bedrooms, 7 full bathrooms and 2 partial bathrooms. 19 Country Dr is currently listed for \$2,450,000 and was received on August 04, 2021. This property is listed by [Sally Mulcahy](#) from our [Mendham](#) Office. Want to learn more about 19 Country Dr? Do you have questions about finding other Single Family real estate for sale in Harding Township? You can browse all [Harding Township real estate](#) or contact a Coldwell Banker agent to request more information.

# EXHIBIT 10



MLS#: 3732296  
 Status: UC  
 Rms: 16  
 Bdrm: 5  
 FB: 7  
 HB: 2  
 ZIP: 07960-6761\*  
 RZIP:  
 Block: 35\*  
 Lot: 21.10\*  
 Unit #:  
 Floor #:  
 Bldg #:  
 FHA55+:  
 Pels: No

Section:  
 ZN: Res  
 GRS: Harding  
 MSJR: Harding  
 HS: Madison  
 Acres: 4.20\*  
 LISZ: 4.1967 AC\*  
 SqFt:  
 CLR:  
 C.L.: Brick  
 GMSLS.com: No  
 YB/DescRen: 1994 / Renovated / 2020  
 PSubType: Single Family  
 Style: Colonial

LP: \$2,450,000  
 OLP: \$2,550,000  
 SP:  
 LD: 08/04/2021  
 XD: 04/01/2022  
 FSD:  
 UCD: 02/02/2022  
 ACD: 04/14/2022  
 CD:  
 ADM: 61  
 DOM: 182  
 Terms:  
 SDA: Yes

Location: Glen Alpin to 19 Country Drive - Private Road  
 Remarks: Exquisite design elements adorn this spectacular home! Soaring ceilings, sunlit rooms and delectable landscaping make this a special home waiting for you! Beautiful pool and pool house with kitchen! Nestled in private road in the New Vernon section of Harding Twp., this sanctuary provides a flowing floor plan, lovely public spaces, expansive areas for entertaining, en-suite bedrooms, and warm owner spaces. Wonderful home with home opportunities! Fully finished lower level with gym, guest room and bath. Major infrastructural improvements include HVAC system and whole house generator. Recently refreshed and updated, this home is move in ready and waiting for you! Situated close to shopping, commuting arteries and NYC yet a world away! SHOWINGS START 8/10  
 Agent Remarks: EZ to show, contact Sally. Do not use ShowingTime.

Interior: Carbon Monoxide Detector, Central Vacuum, Dishwasher, Disposal, Dryer, Generator-Built-In, Instant Handicap Modified: No  
 Kitchen: Water, Kitchen Exhaust Fan, Microwave Oven, Wall Oven(s) - Electric, Refrigerator, Washer, Wine Refrigerator, Water Softener-Own  
 Finishes: Yes / Finished, Full, Walkout  
 Formal Dining Room  
 Contact Agent for Exclusions  
 5 / Bedroom 1, Dining Room, Great Room, Kitchen, Library  
 Carpeting, Marble, Tile, Wood

Exterior / Other Features  
 Garage: 3 / Attached Garage, Garage Door Opener, Oversize Garage  
 Lot Desc: Private Road  
 Pool: Yes/Heated, In-Ground Pool  
 Roof: Imitation Slate

Room Dimensions  
 Living Room: 24x22 / First  
 Dining Room: 22x15 / First  
 Kitchen: 23x19 / First  
 Bedroom: 22x15 / First  
 Bedroom: 20x17 / Second  
 Bedroom: /Basement  
 Bath: 25x15 / Second  
 Exercise Room: 23x21/Basement  
 Bedroom: 18x12 / Second  
 Bedroom: 25x17/First  
 Bedroom: 22x15 / First  
 Bedroom: 20x17 / Second  
 Bedroom: /Basement

Utilities  
 Sewer: Septic 5+ Bedroom Town Verified  
 Utilities: All Underground, Electric, Gas-Natural  
 Water: Well  
 Wtr/Ht: Gas

Financial Information / Tax Information  
 Taxes: \$21,041\* / 2020\*  
 TaxRt: 1.094\* / 2020  
 AppFee: \$  
 Easement: Yes / drainage  
 BidAsmt: \$1,263,500\*  
 LndAsmt: \$659,900\*  
 TokAsmt: \$1,923,400\*  
 FarmAsmt: No  
 LenderAprvReq: Call LA  
 HmWrrty: No  
 OTP: Fee Simple

Showing Information  
 Sign Yes

Listing Office Information  
 SIOff: COLDWELL BANKER REALTY (002408)  
 SIAgnt: SALLY MULCAHY (276736)  
 SA: 0  
 Email: SMULCAHY820@YAHOO.COM  
 Ph: 973-543-2552  
 Ph: 201-787-4713  
 Fax:



ML#	FIELD NAME	OLD VALUE	NEW VALUE	LAST UPDATED
32296	STATUS		A	
32296	IMAGECOUNT	0	32	08/04/2021 5:26 PM
32296	IMAGECOUNT	32	33	08/05/2021 10:25 AM
32296	REMARKSPUBADD	Nestled on a private road in the New Vernon section of Harding Twp., this sanctuary provides a flowing floor plan, lovely public spaces, expansive areas for entertaining, en-suite bedrooms, and warm owner spaces. Wonderful work from home opportunities! Fully finished lower level with gym, guest room and bath. Major infrastructural improvements include HVAC system and whole house generator. Recently refreshed and updated, this home is move in ready and waiting for you! Situated close to shopping, commuting arteries and NYC yet a world away!	Nestled on a private road in the New Vernon section of Harding Twp., this sanctuary provides a flowing floor plan, lovely public spaces, expansive areas for entertaining, en-suite bedrooms, and warm owner spaces. Wonderful work from home opportunities! Fully finished lower level with gym, guest room and bath. Major infrastructural improvements include HVAC system and whole house generator. Recently refreshed and updated, this home is move in ready and waiting for you! Situated close to shopping, commuting arteries and NYC yet a world away!	08/05/2021 11:04 AM
32296	LISTPRICE	2550000	2450000	
32296	REMARKSAGENT	EZ to show, contact Sally	EZ to show, contact Sally. Do not use ShowingTime.	08/20/2021 1:16 PM
32296	IMAGECOUNT	33	38	08/22/2021 2:26 PM
32296	IMAGECOUNT	38	37	08/22/2021 6:15 PM
32296	IMAGECOUNT	37	43	08/22/2021 6:22 PM
32296	REMARKSPUBADD	Nestled on a private road in the New Vernon section of Harding Twp., this sanctuary provides a flowing floor plan, lovely public spaces, expansive areas for entertaining, en-suite bedrooms, and warm owner spaces. Wonderful work from home opportunities! Fully finished lower level with gym, guest room and bath. Major infrastructural improvements include HVAC system and whole house generator. Recently refreshed and updated, this home is move in ready and waiting for you! Situated close to shopping, commuting arteries and NYC yet a world away!		08/26/2021 8:04 PM
32296	REMARKSPUBADD	Nestled on a private road in the New Vernon section of Harding Twp., this sanctuary provides a flowing floor plan, lovely public spaces, expansive areas for entertaining, en-suite bedrooms, and warm owner spaces. Wonderful work from home opportunities! Fully finished lower level with gym, guest room and bath. Major infrastructural improvements include HVAC system and whole house generator. Recently refreshed and updated, this home is move in ready and waiting for you! Situated close to shopping, commuting arteries and NYC yet a world away!	Exquisite design elements adorn this spectacular home! Soaring ceilings, sunlit rooms and delectable landscaping make this a special home waiting for you! Beautiful pool and pool house with kitchen! Nestled on a private road in the New Vernon section of Harding Twp., this sanctuary provides a flowing floor plan, lovely public spaces, expansive areas for entertaining, en-suite bedrooms, and warm owner spaces. Wonderful work from home opportunities! Fully finished lower level with gym, guest room and bath. Major infrastructural improvements include HVAC system and whole house generator. Recently refreshed and updated, this home is move in ready and waiting for you! Situated close to shopping, commuting arteries and NYC yet a world away!	09/23/2021 11:16 PM
32296	STATUS	A	T	
32296	WITHDRAWNDATE		04-Oct-2021	10/04/2021 3:57 PM
32296	EXPIREDATE	04-Feb-2022	30-Apr-2022	10/04/2021 3:57 PM
32296	AGENTCOLIST	254802		01/31/2022 2:05 PM
32296	STATUS	T	A	02/03/2022 1:29 PM
32296	WITHDRAWNDATE	04-Oct-2021		02/03/2022 1:52 PM
32296	DAYSONMARKET	61	183	02/03/2022 1:52 PM
32296	STATUS	A	UC	02/03/2022 1:52 PM
32296	ANTICCLOSEDDATE		14-Apr-2022	02/03/2022 1:55 PM
32296	PENDINGDATE		02-Feb-2022	02/03/2022 1:55 PM
32296	DAYSONMARKET	183	182	02/03/2022 1:55 PM
32296	EXPIREDATE	30-Apr-2022	01-Apr-2022	03/03/2022 11:32 AM

Copyright, Garden State M.L.S. L.L.C. \*\*Info. deemed RELIABLE but not GUARANTEED - ALL Room Sizes are Approx. \*\* GRALING K, PRM

# 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 RECEIVER’S EXPEDITED  
MOTION TO EXPAND THE RECEIVERSHIP TO INCLUDE  
19 COUNTRY DRIVE, MORRISTOWN, NJ 07960**

**THIS CAUSE** comes before the Court upon the Receiver’s Expedited Motion to Expand the Receivership to Include 19 Country Drive, Morristown, NJ 07960 [ECF No. \_\_\_\_\_], filed on March 9, 2022 (the “Motion”). In the Motion, the Receiver seeks to expand the scope of the Court’s Amended Order Appointing Receiver dated August 13, 2020 [ECF No. 141] (“Receivership Order”), to include the property located at 19 Country Drive, Morristown, NJ 07960 (the “Property”).

The Court finds that the Receiver has made a sufficient and proper showing in support of the relief requested. Accordingly, it is hereby **ORDERED AND ADJUDGED** that the Receiver’s Motion is **GRANTED**, as follows:

1. The Court finds that the Property was purchased with, and represents proceeds of, commingled investor funds and, thus, constitutes Recoverable Assets under the terms of the Receivership Order.

2. Given the potential for dissipation, as the Receiver has adequately explained in the



Motion, all parties receiving notice of this Order shall temporarily be restrained and enjoined from directly or indirectly selling, assigning, or transferring any interest in the Property, or otherwise assisting with any such sale, assignment, or transfer, pending further order of this Court.

3. By no later than March \_\_\_\_, 2022, the Receiver shall file a notice with the Court confirming that he has served a copy of the Motion, this Order, and the Receivership Order upon Daniel Scaramellino and the registered agent for One Nine Country Drive, LLC, the entity that is the record owner of the Property, indicating the date of service.

4. Daniel Scaramellino and One Nine Country Drive, LLC shall file a response to the Motion, if any, by no later than March \_\_\_\_, 2022 (the "Response Deadline"). Daniel Scaramellino and One Nine Country Drive, LLC's failure to file a timely response may result in the Motion being granted by default, which would expand the Receivership to include the Property. Upon Daniel Scaramellino and One Nine Country Drive, LLC's filing of a response to the Motion or, if no response is filed, the expiration of the Response Deadline, the Court will determine whether to issue an Order expanding the Receivership over the Property or, alternatively, requesting the Receiver to file a reply.

**DONE AND ORDERED** Fort Lauderdale, Florida, this \_\_\_ day of \_\_\_\_\_, 2022.

---

**RODOLFO A. RUIZ II**  
**UNITED STATES DISTRICT JUDGE**

Copies to: Counsel of Record