

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

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

v.

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

Defendants.

**RECEIVER RYAN K. STUMPHAUZER’S MOTION TO LIFT
THE LITIGATION INJUNCTION TO ALLOW COMMENCEMENT OF
COLLECTION PROCEEDINGS INVOLVING KINGDOM LOGISTICS LLC,
KC LOGISTICS SALES LLC, KCII HOLDINGS LLC, AND SCOTT HAIRE**

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

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

the Litigation Injunction to Allow Commencement of Collection Proceedings Involving Kingdom Logistics LLC, KC Logistics Sales LLC, KCII Holdings LLC, and Scott Haire as follows:

INTRODUCTION

As set forth in the *Receiver's Motion to Lift Litigation Injunction to Allow Commencement of Proceedings Involving Liberty Eighth Avenue, LLC, Kingdom Logistics, LLC, DEF Capital LLC, and Lisa McElhone* [ECF No. 557], filed on April 27, 2021 (the "Decatur Road Motion"), prior to the Receiver's appointment, Kingdom Logistics LLC sold certain accounts receivable to Complete Business Solutions Group Inc. d/b/a as Par Funding ("CBSG" or "Par Funding") under merchant cash advance agreements ("MCA Agreements"). Kingdom Logistics LLC subsequently defaulted on its payment obligations to CBSG. The Receiver seeks authority to pursue collection claims against Kingdom Logistics LLC, and related companies and guarantors, separate and apart from the fraudulent conveyance claims at issue in the Decatur Road Motion.

THE PARTIES

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

2. Kingdom Logistics LLC is a Wyoming limited liability company with a principal address of 8650 Freeport Parkway, Suite 100, Irving, Texas 75063.

3. KC Logistics Sales LLC is a Wyoming limited liability company with a principal address of 8650 Freeport Parkway, Suite 100, Irving, Texas 75063

Jupiter FL 33477; 2413 Roma Drive, Philadelphia, PA 19145; 159 26th Street, Avalon, NJ 08202; and 164 84th Street, Stone Harbor, NJ 08247.

4. KCII Holdings LLC Wyoming limited liability company with a principal address of 8650 Freeport Parkway, Suite 100, Irving, Texas 75063.

5. Kingdom Logistics LLC, KC Logistics Sales LLC, and KCII Holdings LLC (each is a “Kingdom Entity” and collectively are the “Kingdom Entities”) are related entities and share common ownership and operations.

6. Scott Haire, upon information and belief, is a manager and member of the Kingdom Entities and can be served at 3223 Lemmon Avenue, Dallas, TX 75204

FACTUAL BACKGROUND

7. On or about July 27, 2020, the Court appointed the Receiver as the receiver for CBSG and associated entities. As provided in the Amended Order Appointing Receiver, this Court stayed all litigation involving the Receiver stating:

All civil legal proceedings of any nature, including, but not limited to, bankruptcy proceedings, arbitration proceedings, foreclosure actions, default proceedings, or other actions of any nature involving: (a) the Receiver, in his capacity as Receiver; (b) any Receivership Property, wherever located; (c) any of the Receivership Entities, including subsidiaries and partnerships; or, (d) any of the Receivership Entities’ past or present officers, directors, managers, agents, or general or limited partners sued for, or in connection with, any action taken by them while acting in such capacity of any nature, whether as plaintiff, defendant, third-party plaintiff, third-party defendant, or otherwise (such proceedings are hereinafter referred to as “Ancillary Proceedings”)

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

8. On April 27, 2021, the Receiver filed the Decatur Road Motion seeking to lift the Litigation Injunction against Kingdom Logistics, LLC for its role in the fraudulent transfer of property to avoid its inclusion in the Receivership Estate. [ECF No. 557].

9. Specifically, the Receiver sought to lift the litigation injunction to pursue claims against Kingdom Logistics, LLC, a purported merchant of Par Funding, for agreeing to receive

property located at 4309 Old Decatur Road, Decatur, Texas from Lisa McElhone's company Liberty Eighth Avenue LLC ("Liberty Eighth") in a non-arm's length transaction, for no true consideration, while the Receiver was in the process of expanding the Receivership over Liberty Eighth and the real property it had acquired with investor money.

10. Given the substantial overlap between the Decatur Road Motion, and the relief requested herein, the Receiver incorporates the averments of the Decatur Road Motion. The instant motion will set forth the facts related to defaults by the Kingdom Entities under relevant agreements.

11. Kingdom Logistics LLC and KCII Holdings LLC are counterparties to 19 separate MCA Agreements with CBSG, or CBSG's related entities. A representative copy of an MCA Agreement between CBSG and Kingdom Logistics, LLC is attached hereto as **Exhibit 1**.

12. Under each of the 19 MCA Agreements, CBSG or its affiliates purchased various accounts receivable from the relevant Kingdom Entity.

13. Each MCA Agreement obligated the relevant Kingdom Entity to provide CBSG, or its affiliates, ongoing payments related to CBSG's purchased accounts.

14. As set forth in Section 7 of the MCA Agreement,

Delivery of Receivables by Seller to CBSG.

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

Ex. 1, ¶ 7(a)-(c).

15. Scott Haire, as the manager and member of each Kingdom Entity, guaranteed payment obligations to CBSG, or the relevant affiliate. (Ex. 1, p. 18)

16. Kingdom Logistics LLC and KCII Holdings LLC defaulted under their relevant MCA Agreements by failing to make the necessary payments to CBSG, or the relevant affiliate. *See* Ex. 1, ¶ 10(h) (identifying an Event of Default as “Merchant Seller’s failure to make any payment required under this Purchase Agreement”).

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

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

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

(Ex. 1, ¶ 11)

19. Non-payment by the relevant Kingdom Entity permits CBSG or its affiliates to accelerate all obligations owed under the MCA Agreement as well as to enter confessed judgment against the relevant Kingdom Entity and/or Scott Haire. (Ex. 1, ¶ 11); (Ex. 1, p. 18)

20. A summary of the 19 MCA Agreements, as well as funding amounts and outstanding payments, is attached hereto as **Exhibit 2**.

21. As provided in Exhibit 2, as a result of defaults under the 19 MCA Agreements Kingdom Logistics LLC and KCII Holdings LLC have a combined outstanding obligation of \$24,477,248.89 owed to CBSG (or its affiliated entities) as April 5, 2022.

22. Kingdom Logistics LLC and KCII Holdings LLC's obligations continue to grow as interest and costs accrue on the defaults, together with the accrual of attorneys' fees. (Ex. 1, ¶ 16) (allowing award of attorneys' fees in collection)

23. In addition to the 19 MCA Agreements, on April 28, 2020, Kingdom Logistics LLC, KC Logistics Sales LLC, and KCII Holdings LLC all entered into a promissory note (the "Note") in the face amount of \$4.5 million with CBSG's affiliate Eagle Six. A true and correct copy of the Note is attached hereto as **Exhibit 3**.

24. The Note obligated the Kingdom Entities to provide Eagle Six monthly payments totaling 15% of the outstanding balance, beginning on July 1, 2020. Ex. 3, ¶ 5.

25. A failure to make any required payment constitutes a default under the Note. Ex. 3, ¶ 8 (Maker's failure to pay any amount due hereunder as and when due ... shall constitute an Event of Default under this Note")

26. Section 9 of the Note provides that upon an uncured default, Eagle Six may: (a) accelerate the unpaid balance; (b) immediately exercise any remedy available to Eagle Six under the Note or supporting credit documents; and (c) exercise any remedies available under the Pennsylvania Uniform Commercial Code. (Ex. 3, ¶ 9).

27. In addition to the rights contained in Section 9, Section 10 of the Note provides Eagle Six the right to confess judgment against all Kingdom Entities. (Ex. 3, ¶ 10).

28. The Kingdom Entities defaulted under the terms of the Note by failing to make payments when due.

29. As of April 5, 2022, the Kingdom Entities' outstanding obligations under the Note total \$5,934,750.00. (Ex. 2)

30. The Kingdom Entities' obligations continue to increase as interest and costs accrue on the defaults, as well as the accrual of attorneys' fees. Ex. 3, ¶ 12 (allowing for recovery of attorneys' fees in collection)

31. Attached hereto as **Exhibit 4** is a payment report (the "Report") for the weeks prior to, and following, the appointment of the Receiver on July 24, 2020. The weekly report is supported by a log of the daily payment activity for the Kingdom Entities.

32. As provided in the Report, in the weeks prior to the Receiver's appointment, the Kingdom Entities made payments to CBSG (or its affiliates) ranging between \$373,741 and \$723,392 per week. Ex. 4 p. 1.

33. Following the Receiver's appointment on July 24, 2020, the Kingdom Entities substantially reduced their payments despite no changes to the underlying obligations. By August 14, 2020, two weeks after the Receiver's appointment, the Kingdom Entities reduced their payment to \$60,000 per week. Ex. 4 p. 1.

34. By October 2, 2020, the Kingdom Entities stopped making payments altogether. Ex. 4 p. 1.

35. Beginning in January 2021, the Receiver demanded that the Kingdom Entities make progress payments while the parties attempted to resolve the issues. This resulted in sporadic payments during January and February 2021. Ex. 4 p. 1.

36. Since February 2021, however, the Kingdom Entities failed to tender payments under any of their obligations. In fact, as reflected in the Report, the Kingdom Entities' final attempts to provide payments failed due to insufficient funds. Ex. 4 p. 1.

37. Between the MCA Agreements and the Note, the Kingdom Entities' outstanding obligations total \$30,411,998.89, with interest, costs, and fees continuing to accrue. (Ex. 2); (Ex. 4 p. 4).

ANALYSIS

38. The Receiver seeks to lift the Litigation Injunction to pursue collection claims against the Kingdom Entities and Scott Haire.

39. The Kingdom Entities are in default by their failure to pay the amounts they are obligated to pay under the relevant MCA Agreements.

40. Scott Haire is in default of the MCA Agreement by his failure to pay the amount subject to the guarantee.

41. The Kingdom Entities are in further default by their failure to make payments under the Note.

42. The Kingdom Entities' defaults in the MCA Agreements and the Note give rise to claims independent of the fraudulent transfer claims described in the Decatur Road Motion.

ARGUMENT

Lifting the Litigation Injunction is appropriate to allow the Receiver to pursue claims against Kingdom Logistics LLC, KC Logistics Sales LLC, KCII Holdings LLC and Scott Haire. A district court enjoys broad equitable powers to appoint a receiver over assets disputed in litigation before the court. The receiver's role, and the district court's purpose in the appointment, is to safeguard the disputed assets, administer the property as suitable, and to assist the district

court in achieving a final, equitable distribution of the assets if necessary. *See* 13 Moore’s Federal Practice ¶¶ 66.02–.03 (3d ed.1999). A district court’s equitable purpose demands that the court be able to exercise control over claims brought against receivership assets. The receivership court has a valid interest in both the value of the claims themselves and the costs of defending any suit as a drain on receivership assets. *See SEC v. Universal Fin.*, 760 F.2d 1034, 1038 (9th Cir. 1985).

The district court may require parties to bring all such claims before the receivership court for disposition pursuant to summary process consistent with the equity purpose of the court. *See SEC, Mosburg v. Basic Energy & Affiliated Resources, Inc.*, 273 F.3d 657, 668 (6th Cir.2001). The district court may also authorize, to the extent that the court deems appropriate, “satellite” litigation in forums outside of the receivership court to address ancillary issues. However, the receivership court typically retains jurisdiction over any attempt at execution of a judgment in such situations. *Liberte Capital Grp., LLC v. Capwill*, 462 F.3d 543, 552 (6th Cir. 2006).

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

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

S.E.C. v. Byers, 592 F. Supp. 2d 532, 536 (S.D.N.Y. 2008), *aff’d*, 609 F.3d 87 (2d Cir. 2010). The three factors weigh in favor of lifting the Litigation Injunction to allow the Receiver to pursue the claims. Regarding the first element, the Receiver will suffer substantial injury if prohibited from pursuing the claims. Kingdom Logistics LLC, KCH Holdings LLC, KCII Holdings LLC, and Scott Haire owe CBSG (or its affiliates) substantial sums under the MCA Agreements and the Note. The Receiver seeks to collect these amounts for the benefit of the Receivership Estate.

Secondly, the timing is appropriate in this instance to lift the Litigation Injunction. As provided in *Receiver Ryan K. Stumphauzer's Quarterly Status Report Dated January 31, 2022* [ECF No. 1140], the Receiver is gathering the information necessary for the claims administration process. Collection of outstanding accounts is critical to establishing and administering the claims process. As such, the timing is appropriate to allow the Receiver to pursue collection efforts necessary to support claim administration. Finally, the claims against Kingdom Logistics LLC, KC Logistics Sales LLC, KCII Holdings LLC, and Scott Haire are meritorious. The parties executed agreements under which they are obligated to make payments to CBSG (or its affiliates). Scott Haire guaranteed these obligations. But the Kingdom Entities and Scott Haire failed to make the necessary payments. A proposed order granting this Motion is attached as **Exhibit 5**.

CONCLUSION

WHEREFORE, the Receiver respectfully request that the Court enter an Order lifting the Litigation Injunction to allow the Receiver to pursue claims against Kingdom Logistics LLC, KC Logistics Sales LLC, KCII Holdings LLC, and Scott Haire.

CERTIFICATION REGARDING PRE-FILING CONFERENCE

The undersigned counsel has conferred with all counsel of record in this matter regarding the relief sought through this Motion. Defendant Joseph LaForte opposes the relief request herein and has indicated, through counsel, that he intends to file a response. Counsel of record for all other parties have confirmed that their clients either do not oppose or take no position with respect to the relief sought, or have not responded to the Receiver's meet-and-confer request. The SEC has confirmed that it does not oppose the Receiver's requests to lift the litigation injunction.

Dated: April 21, 2022

Respectfully Submitted,

**STUMPHAUZER FOSLID SLOMAN
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Co-Counsel for Receiver

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on April 21, 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.

/s/ Timothy A. Kolaya
TIMOTHY A. KOLAYA

Exhibit “1”

FUNDING PRE-QUALIFICATION

CONGRATULATIONS!

You Have Been Pre-Qualified for Business Funding

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

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

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

QUALIFIED: \$ 410,000.00

YOUR UNDERWRITER IS: WENDY FURMAN

AGREEMENT FOR THE PURCHASE AND SALE OF FUTURE RECEIVABLES

This Agreement for the Purchase and Sale of Future Receivables (“Purchase Agreement”) is made as of MARCH 30, 2020, and is by and between Complete Business Solutions Group, Inc. d/b/a Par Funding and the business identified below. Capitalized terms in this Purchase Agreement and accompanying documents shall have the meanings set forth in the “Definitions” section of this Purchase Agreement unless otherwise defined herein.

Legal Business Name (“Merchant Seller”)	KINGDOM LOGISTICS LLC	
D/B/A	KCH HOLDINGS LLC DBA KINGDOM LIMESTONE	
Type of Business Entity	<i>Corporation (CORP)</i>	
	<i>LLC (LLC)</i>	X
	<i>Limited Partnership (LP)</i>	
	<i>Limited Liability Partnership (LLP)</i>	
	<i>Sole Proprietor (SP)</i>	
Physical Address	11650 FREEPORT PARKWAY, SUITE 100, IRVING, TX, 75063	
Mailing Address	11650 FREEPORT PARKWAY, SUITE 100, IRVING, TX, 75063	
Business Phone		
Business E-mail		
Federal EIN No.		
“Owner” (authorized to execute this Purchase Agreement on behalf of Merchant Seller).	<i>Name</i>	SCOTT HAIRE
	<i>Title</i>	
	<i>Home Address</i>	3223 LEMMON AVE, DALLAS, TX, 75204
	<i>Home Phone</i>	
	<i>Cell Phone</i>	
	<i>E-mail</i>	
	<i>Social Security No.</i>	Redacted 1531
Broker Information	<i>Name</i>	
	<i>Phone</i>	

1. PURCHASE AND SALE TERMS:

Purchase Price	\$410,000.00
Specified Percentage	10%
Weekly Specified Amount	\$6,150.00
FEE ONLY	

Acknowledgement of Purchase and Sale Terms

FOR THE SELLER/MERCHANT (PRINT NAME/TITLE)	SIGNATURE	
SCOTT HAIRE	DocuSigned by: Scott Haire	←
FOR THE SELLER/MERCHANT (PRINT NAME/TITLE)	SIGNATURE	
SCOTT HAIRE	DocuSigned by: Scott Haire	←

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

Company Officer

2. DEFINITIONS:

- a. **Account or Approved Account.** The deposit account designated by Merchant Seller and approved by Purchaser from which Payments will be remitted by Merchant Seller to Purchaser. All deposits in the Account shall at all times be the property of Purchaser, consistent with the sale contemplated in this Purchase Agreement.
- b. **Approved Account Bank.** The bank or financial institution where the Account or Approved is maintained.
- c. **Additional Sums.** Any sum, other than the Receivables Purchased Amount, due or that may become due under this Purchase Agreement from Merchant Seller to Purchaser.
- d. **ACH.** Automated Clearing House.
- e. **CBSG or Purchaser.** Complete Business Solutions Group, Inc. d/b/a Par Funding.
- f. **Collateral.** Any and all collateral pledged to secure the obligations under this Purchase Agreement
- g. **Daily Specified Amount or Daily Retrieval Rate.** The amount Purchaser shall deduct from the Account on a daily basis (weekends and federal holidays excluded) until such time as the Receivables Purchased Amount is delivered (i.e., paid in full) to Purchaser. The Daily Specified Amount is an approximation of the base payment due under the Specified Percentage.

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

3. **ACKNOWLEDGEMENTS:**

- a. **No Promise of Additional Capital.** Merchant Seller acknowledges that neither CBSG nor anyone else has made a promise of additional capital in the form of other future-receivables purchases.

- b. **Sale of Additional Future Receivables.** Merchant Seller acknowledges that CBSG's policy is that a merchant seller may seek to sell to CBSG additional future receivables only after the merchant/seller has delivered to CBSG 55% of the receivables purchased by CBSG from the merchant/seller. CBSG may at its sole discretion chose to or not to purchase additional future receivables and to set the terms of the purchase of additional future receivables.
- c. **Outside Fee Not Permitted.** Merchant Seller acknowledges that CBSG does not allow Outside Fees and that no one has discussed additional fees (other than those set forth in the Fee Schedule) with Merchant Seller or any representative of Seller Merchant.
- d. **No Third-Party Contact.** Merchant Seller acknowledges that it has not had and will not have or maintain any contact with any third-party debt company regarding the Purchase Agreement.

4. **GENERAL TERMS:**

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

payments made against the Specified Percentage, permitting Purchaser to debit or credit the difference to Merchant Seller on a monthly basis so that the Daily Retrieval Rate equals the Specified Percentage.

5. PURCHASE AND SALE OF RECEIVABLES.

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

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

7. DELIVERY OF RECEIVABLES BY SELLER TO CBSG.

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

not be construed as a waiver of any of Purchaser's rights and/or remedies or of Merchant Sellers's other obligations under this Purchase Agreement.

- e. Merchant Seller shall be responsible for and pay to Purchaser any and all NSF Fees upon the assessment of any such fee against Purchaser. Purchaser is not responsible for any overdrafts or rejected transactions that result to any Account or Other Account as a result of Purchaser making a schedule or otherwise agreed upon Debit from an Account or other Account.
- f. Merchant Seller shall provide to Purchaser Merchant Seller's bank statements for any and all bank accounts to allow Purchaser to reconcile the daily payments made against the Daily Specified Amount. Failure to provide all such bank statements in a timely manner shall forfeit all rights to future reconciliations.

8. **MERCHANT SELLER'S REPRESENTATIONS AND WARRANTIES.** Merchant Seller represents and warrants that as of the date of this Purchase Agreement and throughout the term of the Purchase Agreement as follows:

- a. **Financial Condition and Financial Information.** Current and future bank and financial statements Merchant Seller has furnished and/or will furnished to Purchaser do and shall fairly represent the financial condition of Merchant Seller as of the date of any such bank or financial statement. Merchant Seller has a continuing, affirmative obligation to advise Purchaser of any material or adverse change in its financial condition, operation, or ownership. Purchaser may request bank and financial statements from Merchant Seller at any time during the term of this Purchase Agreement. Upon Purchaser's request of bank and/or financial statements from Merchant Seller, Merchant Seller shall provide the request statement to Purchaser within five (5) business days of the request.
- b. **Business Purpose.** Merchant Seller is a valid business in good standing under the laws of the jurisdictions in which it is organized and/or operates. Merchant Seller is entering into this Purchase Agreement *for business purposes only* and not as a consumer for personal, family, or household purposes.
- c. **Governmental Approvals.** Merchant Seller is in compliance and shall at all time remain in compliance with all laws and has all valid permits, authorizations, and licenses required and necessary to own, operate and lease its properties and to conduct the business in which it is presently engaged.
- d. **No Conflicting Obligations/Unencumbered Receivables.** There are no other agreements, court orders, or any other legal obligations that would preclude or in any manner restrict such Merchant Seller from: (i) negotiating and entering into this Purchase Agreement; or (ii) fulfilling its responsibilities and obligations under this Purchase Agreement. Unless otherwise disclosed to Purchaser and such disclosure acknowledged by Purchaser prior to the execution of this Purchase Agreement, Merchant Seller has good, complete, and marketable title to all Receivables, free and clear of any and all liabilities, liens, claims, changes, restrictions, conditions, options, rights, mortgages, security interests, equities, pledges, and/or encumbrances of any kind or nature whatsoever or any other rights or interests that may be inconsistent with the transactions contemplated by this Purchase Agreement or adverse to the interests of Purchaser.
- e. **No Bankruptcy.** As of the date of this Purchase Agreement, Merchant Seller is solvent and does not contemplate filing and has not filed any petition for bankruptcy protection under Title 11 of the United States Code, no involuntary petition has been brought or is pending against Merchant Seller, and there is presently no basis for an involuntary petition to be brought against it.
- f. **Authorization.** Merchant Seller and each of the individuals executing this Purchase Agreement and the Schedules and Exhibits hereto warrants and represents that he or she has full authority to execute this Purchase Agreement and the Schedules and Exhibits hereto and to bind the entity on whose behalf he or she is executing this Purchase Agreement and the Schedules and Exhibits hereto.
- g. **Receivables Outside of Bankruptcy Estate.** All Receivables, being the property of Purchaser, shall not be part of, not made part of, any Bankruptcy Estate.

9. ADDITIONAL OBLIGATIONS.

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

10. **EVENTS OF DEFAULT.** Any of the following (directly or indirectly) shall constitute an “Event of Default” under this Purchase Agreement.

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

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

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

12. WARRANT OF ATTORNEY TO CONFESS JUDGMENT.

UPON THE OCCURRENCE OF AN EVENT OF DEFAULT BY MERCHANT SELLER UNDER THIS PURCHASE AGREEMENT, MERCHANT SELLER IRREVOCABLY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR ANY CLERK OF ANY COURT OF RECORD TO APPEAR FOR AND CONFESS JUDGMENT AGAINST MERCHANT SELLER FOR SUCH SUMS AS ARE DUE AND/OR MAY BECOME DUE UNDER THIS PURCHASE AGREEMENT OR ANY ACCOMPANYING DOCUMENTS, WITH OR WITHOUT DECLARATION, WITH COSTS OF SUIT, WITHOUT STAY OF EXECUTION AND WITH AN AMOUNT EQUAL TO TEN PERCENT (10%) OF THE AMOUNT OF SUCH JUDGMENT, BUT NOT LESS THAN ONE THOUSAND DOLLARS (\$1,000.00), ADDED FOR ATTORNEY FEES TO THE EXTENT PERMITTED BY LAW, MERCHANT SELLER: (1) WAIVES THE RIGHT OF INQUISITION ON ANY REAL ESTATE LEVIED ON, VOLUNTARILY CONDEMNNS THE SAME, AUTHORIZES THE PROTHONOTARY OR CLERK TO ENTER UPON THE WRIT OF EXECUTION THIS VOLUNTARY CONDEMNATION AND AGREES THAT ANY REAL ESTATE MAY BE SOLD ON A WRIT OF EXECUTION; (2) WAIVES AND RELEASES ALL RELIEF FROM ALL APPRAISEMENT, STAY, EXEMPTION, OR APPEAL LAWS OF ANY STATE NOW IN FORCE OR HERINAFTER ENACTED; AND (3) RELEASES ALL ERRORS IN SUCH PROCEEDINGS. IF A COPY OF THIS PURCHASE AGREEMENT, VERIFIED BY AFFIDAVIT BY OR ON BEHALF OF PURCHASER SHALL HAVE BEEN FILED IN SUCH ACTION, IT SHALL NOT BE NECESSARY TO FILE THE ORIGINAL PURCHASE AGREEMENT AS A WARRANT OF ATTORNEY. THE AUTHORITY AND POWER TO

APPEAR FOR AND CONFESS JUDGMENT AGAINST MERCHANT SHALL NOT BE EXHAUSTED BY THE INITIAL EXERCISE THEREOF AND MAY BE EXERCISED AS OFTEN AS PURCHASER SHALL FIND IT NECESSARY AND DESIRABLE AND THIS PURCHASE AGREEMENT SHALL BE A SUFFICIENT WARRANT THEREFOR. PURCHASER MAY CONFESS ONE OR MORE JUDGMENTS IN THE SAME OR DIFFERENT JURISDICTIONS FOR ALL OR ANY PART OF THE AMOUNTS OWING HEREUNDER, WITHOUT REGARD TO WHETHER JUDGMENT HAS THERETOFORE BEEN CONFESSED ON MORE THAN ONE OCCASION FOR ALL OR ANY PART OF THE SAME AMOUNTS. IN THE EVENT ANY JUDGMENT CONFESSED AGAINST THE MERCHANT SELLER HEREUNDER IS STRICKEN OR OPENED UPON APPLICATION BY OR ON MERCHANT SELLER'S BEHALF FOR ANY REASON, PURCHASER IS HEREBY AUTHORIZED AND EMPOWERED TO AGAIN APPEAR FOR AND CONFESS JUDGMENT AGAINST MERCHANT SELLER FOR ANY PART OR ALL OF THE AMOUNTS OWED HEREUNDER, AS PROVIDED FOR HEREIN, IF DOING SO WILL CURE ANY ERRORS AND DEFECTS IN SUCH PRIOR PROCEEDINGS.

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13. **PROTECTION OF INFORMATION.** Merchant Seller and each Owner or Guarantor authorizes Purchaser to disclose information concerning its, his, her credit standing (including, without limitations, credit bureau reports Purchaser obtains) and business conduct to agents, affiliates, subsidiaries, and credit reporting bureaus. Merchant Seller and each Owner or Guarantor waives to the maximum extent permitted by law any claim for damages against Purchaser and/or Purchaser's officers, directors, agents, attorneys, employees and affiliates relating to: (i) any investigation undertaken by or on behalf of Purchaser permitted by this Purchase Agreement; or (ii) any disclosure of information as permitted by this Purchase Agreement.

14. **CONFIDENTIALITY.** Merchant Seller understands, agrees, and acknowledges that the terms and conditions of the products and services offered by Purchaser, including, without limitation, this Purchase Agreement and any other Purchaser documents (collectively, "Confidential Information"), are proprietary and confidential information of Purchaser. Unless disclosure is required by law or court order, Merchant Seller shall not disclose Confidential Information to any person other than an attorney, accountant, financial advisor, or employee of Merchant Seller who needs to know such information for the purpose of advising Merchant Seller ("Advisor"), provided such Advisor uses such information solely for the purpose of advising Merchant Seller and first agrees in writing to be bound by the terms of this section.

15. **POWER OF ATTORNEY.** Merchant Seller irrevocably appoints Purchaser as its agent and attorney-in-fact with full authority to take any action or to execute any instrument or document to settle all obligations due to Purchaser from any bank or Processor or anyone else or from Merchant Seller in the event of Merchant Seller's violation of this Purchase Agreement or the occurrence of an Event of Default under this Purchase Agreement, including, without limitation, the right to: (i) obtain and/or adjust insurance; (ii) collect monies due or to become due under or in respect of any of the Collateral (where applicable); (iii) receive, endorse, and/or collect any checks, notes, drafts, instruments, documents, or chattel paper in connection with clause (i) or clause (ii) above; (iv) sign Merchant Seller's name on any invoice, bill of lading, assignment, writing, document or other instrument directing Merchant Seller's customers and/or account obligors to make payments directly to Purchaser; and/or (v) file any claims or take any action or institute any proceeding that Purchaser deems necessary for the collection of any of the unpaid Receivables Purchased Amount from the Collateral (where applicable) or otherwise to enforce its rights with respect to payment of the Receivables Purchased Amount.

16. **ATTORNEY FEES AND COSTS.** Except as set out in the Binding Arbitration clause herein, Merchant Seller shall be responsible for and pay to Purchaser all costs Purchaser incurs in enforcing this Purchase Agreement and its rights and remedies under this Purchase Agreement, including attorney fees (for in-house counsel or outside counsel Purchaser retains to represent it), court costs and/or fees, and costs of collection. Notwithstanding the foregoing, attorney fees and costs to which Purchaser is entitled where judgment is confessed against Merchant Seller shall be governed the section of this Purchase Agreement entitled "Warrant of Confession of Judgment."

17. **INDEMNIFICATION.** Merchant Seller agrees to defend, hold harmless, and indemnify Purchaser and its officers, directors, agents, attorneys, and employees (collectively, "Indemnitee") from and against any and all losses, damages, liabilities, claims, costs, expenses, judgments, and attorney's fees resulting from (i) claims asserted by Purchaser for monies owed by Merchant Seller to Purchaser and/or (ii) actions taken by Processor in reliance upon information or instructions provided by Purchaser. Merchant Seller's obligation to defend, hold harmless, and indemnify as aforesaid shall in no manner be affected by the

existence or non-existence of insurance. The rights to indemnity under this Purchase Agreement shall arise notwithstanding that joint or concurrent liability may be imposed on Indemnitee by statute, ordinance, regulation, or otherwise.

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

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

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

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

35. **NO PRESUMPTION AGAINST DRAFTER.** Merchant Seller and/or Guarantor(s) hereby waive any rule of construction law that requires that ambiguities be construed against the drafter of this Purchase Agreement.

FOR THE MERCHANT SELLER (PRINT NAME/TITLE)	DocuSigned by:	SIGNATURE	
SCOTT HAIRE	<i>Scott Haire</i>		←
	E08A5DD7E11F4BD...		
FOR THE GUARANTOR (PRINT NAME/TITLE)	DocuSigned by:	SIGNATURE	
SCOTT HAIRE	<i>Scott Haire</i>		←
	E08A5DD7E11F4BD...		

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

<i>Company Officer</i>

SECURITY AGREEMENT

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

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

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

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

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

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

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

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

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

FOR THE MERCHANT SELLER (PRINT NAME/TITLE)	DocuSigned by: SIGNATURE	
SCOTT HAIRE	Scott Haire	←
GUARANTOR (PRINT NAME/TITLE)	DocuSigned by: SIGNATURE	
SCOTT HAIRE	Scott Haire	←

ACKNOWLEDGEMENT OF RIGHT TO CONFESS JUDGMENT

AFFIANT(S): SCOTT HAIRE, individually and on behalf of the Merchant

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

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

- 1. Agreement for the Purchase and Sale of Future Receivables dated JANUARY 3, 2020, including, without limitations, Affiant's (or Affiants') Personal Guaranty(ies); and

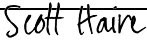

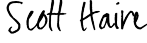
A. AFFIANT(S) ACKNOWLEDGE(S) AND AGREE(S) THAT THE ABOVE DOCUMENT(S) CONTAIN(S) PROVISIONS UNDER WHICH OBLIGEE MAY CONFESS JUDGMENT AGAINST THE MERCHANT SELLER AND AGAINST AFFIANT(S), AS GUARANTOR(S). BEING FULLY AWARE OF THE MERCHANT SELLER'S AND AFFIANT'S (AFFIANTS') RIGHTS TO PRIOR NOTICE AND A HEARING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

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

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

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

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

FOR MERCHANT SELLER SCOTT HAIRE	DocuSigned by:  E08A5D07E11F4BD...	SIGNATURE 
GUARANTOR SCOTT HAIRE	DocuSigned by:  E08A5D07E11F4BD...	

COMPLETE BUSINESS SOLUTIONS GROUP, INC.

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

Attorneys for Plaintiff

COMPLETE BUSINESS SOLUTIONS GROUP, INC.	:	COURT OF COMMON PLEAS
d/b/a PAR FUNDING,	:	PHILADELPHIA COUNTY
	:	
Plaintiff,	:	
	:	CIVIL ACTION
v.	:	
	:	No.:
KINGDOM LOGISTICS LLC,	:	:
and	:	
	:	
SCOTT HAIRE, GUARANTOR,	:	
	:	
	:	
Defendants.	:	

PRAECIPE TO ENTER CONFESSION OF JUDGMENT AND ASSESSMENT OF DAMAGES

TO THE CLERK, OFFICE OF JUDICIAL RECORDS:

Please enter judgment in favor of Plaintiff Complete Business Solutions Group, Inc. d/b/a Par Funding and against Defendant KINGDOM LOGISTICS LLC and Defendant SCOTT HAIRE, Guarantor, in the amount of \$ less timely payments plus attorney fees, costs, expenses, and interest allowed under the Agreement for the Purchase and Sale of Future Receivables.

Date: _____ By: _____
Attorneys for Plaintiff

Assessment of Damages:

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

TOTAL

TO BE DETERMINED AT TIME OF FILING FOLLOWING DEFAULT

Date: _____ By: _____
Attorneys for Plaintiff

I hereby assess damages:

Clerk, Office of Judicial Records

DocuSigned by:
Scott Haire
ACKNOWLEDGED
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GUARANTY

GUARANTOR	SCOTT HAIRE
GUARANTOR'S ADDRESS	3223 LEMMON AVE, DALLAS, TX, 75204

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

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

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

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

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

WARRANT OF ATTORNEY TO CONFESS JUDGMENT

UPON THE OCCURRENCE FAILURE OF ANY OF GUARANTOR UNDER THIS GUARANTY TO FULFILL THEIR GUARANTEED OBLIGATIONS, GUARANTOR IRREVOCABLY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR ANY CLERK OF ANY COURT OF RECORD TO APPEAR FOR AND CONFESS JUDGMENT AGAINST MERCHANT SELLER FOR SUCH SUMS AS ARE DUE AND/OR MAY BECOME DUE UNDER THIS GUARANTY OR ANY ACCOMPANYING DOCUMENTS, WITH OR WITHOUT DECLARATION, WITH COSTS OF SUIT, WITHOUT STAY OF EXECUTION AND WITH AN AMOUNT EQUAL TO TEN PERCENT (10%) OF THE AMOUNT OF SUCH JUDGMENT, BUT NOT LESS THAN ONE THOUSAND DOLLARS (\$1,000.00), ADDED FOR ATTORNEY FEES TO THE EXTENT PERMITTED BY LAW, MERCHANT SELLER: (1) WAIVES THE RIGHT OF INQUISITION ON ANY REAL ESTATE LEVIED ON, VOLUNTARILY CONDEMNS THE SAME, AUTHORIZES THE PROTHONOTARY OR CLERK TO ENTER UPON THE WRIT OF EXECUTION THIS VOLUNTARY CONDEMNATION AND AGREES THAT ANY REAL ESTATE MAY BE SOLD ON A WRIT OF EXECUTION; (2) WAIVES AND RELEASES ALL RELIEF FROM ALL APPRAISEMENT, STAY, EXEMPTION, OR APPEAL LAWS OF ANY STATE NOW IN FORCE OR HEREINAFTER ENACTED; AND (3) RELEASES ALL ERRORS IN SUCH PROCEEDINGS. IF A COPY OF THIS GUARANTY, VERIFIED BY AFFIDAVIT BY OR ON BEHALF OF PURCHASER SHALL HAVE BEEN FILED IN SUCH ACTION, IT SHALL NOT BE NECESSARY TO FILE THE ORIGINAL MERCHANT PURCHASE AGREEMENT AS A WARRANT OF ATTORNEY. THE AUTHORITY AND POWER TO APPEAR FOR AND CONFESS JUDGMENT AGAINST MERCHANT SHALL NOT BE EXHAUSTED BY THE INITIAL EXERCISE THEREOF AND MAY BE EXERCISED AS OFTEN AS PURCHASER SHALL FIND IT NECESSARY AND DESIRABLE AND THIS GUARANTY SHALL BE A

SUFFICIENT WARRANT THEREFOR. PURCHASER MAY CONFESS ONE OR MORE JUDGMENTS IN THE SAME OR DIFFERENT JURISDICTIONS FOR ALL OR ANY PART OF THE AMOUNTS OWING HEREUNDER, WITHOUT REGARD TO WHETHER JUDGMENT HAS THERETOFORE BEEN CONFESSED ON MORE THAN ONE OCCASION FOR ALL OR ANY PART OF THE SAME AMOUNTS. IN THE EVENT ANY JUDGMENT CONFESSED AGAINST THE MERCHANT SELLER HEREUNDER IS STRICKEN OR OPENED UPON APPLICATION BY OR ON MERCHANT SELLER'S BEHALF FOR ANY REASON, PURCHASER IS HEREBY AUTHORIZED AND EMPOWERED TO AGAIN APPEAR FOR AND CONFESS JUDGMENT AGAINST MERCHANT SELLER FOR ANY PART OR ALL OF THE AMOUNTS OWED HEREUNDER, AS PROVIDED FOR HEREIN, IF DOING SO WILL CURE ANY ERRORS AND DEFECTS IN SUCH PRIOR PROCEEDINGS.

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Guarantor's Initials: _____

Guarantor's Initials: _____

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

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

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

BINDING ARBITRATION. Except for Purchaser's right to confess judgement against the Guarantor, any and all disputes between or among the parties to the Purchase Agreement and/or this Guaranty arising our of or relating to the Purchase Agreement and/or the Guaranty, or the breach thereof, including, but not limited to, claims in contract, tort or equity or for violations of law, regulation, statute or rule, shall be resolved by arbitration administered by the American Arbitration Association in Philadelphia, Pennsylvania, in accordance with its Commercial Arbitration Rules. There shall be one arbitrator of any such arbitration. Questions involving arbitrability of a dispute shall be decided by the arbitrator. Any petition or motion to open or strike a confessed judgment, will be subject to arbitration under this provision. Purchaser will pay the filing fee and costs of the arbitrator., The Parties will otherwise bear their own costs, including attorney fees, arising from arbitration. The arbitrator shall not be permitted to render an opinion governing the dispute at issue, only findings and an award. The award rendered n any such arbitration shall be final and binding on the Parties, unless a petition for review is filed under 42 Pa.C.S. Sec. 7341 within thirty (30) days of the date of the award but any such petition for review shall be limited to the grounds set forth in such statute, and there shall be not right of further appeal. Following the disposition of any petition for review, or the expiration of the aforementioned thirty (30) day period, and notwithstanding any other provisions of the Purchase Agreement, judgment on the award may be entered in any court having jurisdiction. Guarantor(s) agrees to waive the right t punitive damages. Guarantor(s) agree to keep confidential the existence of the arbitration, the arbitral proceedings, the submissions made by the parties and the decisions made by the arbitrator, including any awards to the extent not already in the public domain, except in judicial proceedings related to the award or where required by applicable law. This arbitration provision shall survive any termination or expiration of the Purchase Agreement.



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

JURISDICTION AND VENUE. With the exception of Binding Arbitration clause contained herein and with the exception of Purchaser's right to seek injunctive relief in any appropriate jurisdiction, any suit, action or proceeding arising hereunder, or the interpretation, performance, or breach thereof, or otherwise alleging claims related to or arising out of the Guarantor(s)' and Purchaser's relationship may be instituted in any Pennsylvania County Court of Common Pleas, in the Federal District Court for the Eastern District

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of Pennsylvania, or in the Philadelphia County Municipal Court (collectively, the "Acceptable Forums"). Guarantor(s) agree that each of the Acceptable Forums is convenient to Guarantor(s), submits to the jurisdiction of any of the Acceptable Forums, and waives any and all objections to jurisdiction or venue (including but not limited to inconvenient forum) in any of the Acceptable Forums. Should such proceeding be initiated in any other forum, Guarantor(s) waives any right to oppose any motion or application made by Purchaser to transfer such proceeding to an Acceptable Forum. Guarantor(s) agree to waive the right to trial by jury in any lawsuit brought pursuant to this paragraph.

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

FOR MERCHANT SELLER SCOTT HAIRE	DocuSigned by: <i>Scott Haire</i> E08A5DD7E11F4BD...	SIGNATURE	
GUARANTOR SCOTT HAIRE	DocuSigned by: <i>Scott Haire</i> E08A5DD7E11F4BD...	SIGNATURE	



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

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

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

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


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

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

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

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

DocuSigned by:
Scott Haire
F08A5DD7E11F4BD...

Signature/Date/Title		3/30/2020
Bank Name		
City/State/Zip		
Routing Number		
Account Number		
Business Name on Account		
Address on Account		
Seller/Merchant Phone #		
Tax ID Number		
Email		

BANK ACCOUNT DISCLOSURE AFFIDAVIT

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

PLEASE SIGN OPTION ONE OR TWO

OPTION 1 – DISCLOSURE AND AUTHORIZATION FOR ADDITIONAL ACCOUNTS:

The Merchant Seller hereby declares that in addition to the designated for ACH debit, the Merchant Seller also has the following additional account(s) which it authorizes Purchaser to use in the event Purchaser is unable to debit from the Designated Account:

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

attach additional pages if necessary

DocuSigned by: <i>Scott Haire</i>	3/30/2020	←
<small>E08A5DD7E11F4BD...</small> DocuSigned by: <i>Signature</i>	<i>Date</i>	
<i>Scott Haire</i>	3/30/2020	←
<small>E08A5DD7E11F4BD...</small> DocuSigned by: <i>Signature</i>	<i>Date</i>	

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

		←
<i>Signature</i>	<i>Date</i>	
		←
<i>Signature</i>	<i>Date</i>	

TRADE REFERENCES

Please provide a list of 3-5 professional references

Name	
Phone Number	
Email Address	

Name	
Phone Number	
Email Address	

Name	
Phone Number	
Email Address	

Name	
Phone Number	
Email Address	

Name	
Phone Number	
Email Address	

AUTHORIZATION TO RESUME ACH DEBITING FORM

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

INFORMATION (To be filled out by the customer)

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

Full Name on Account:

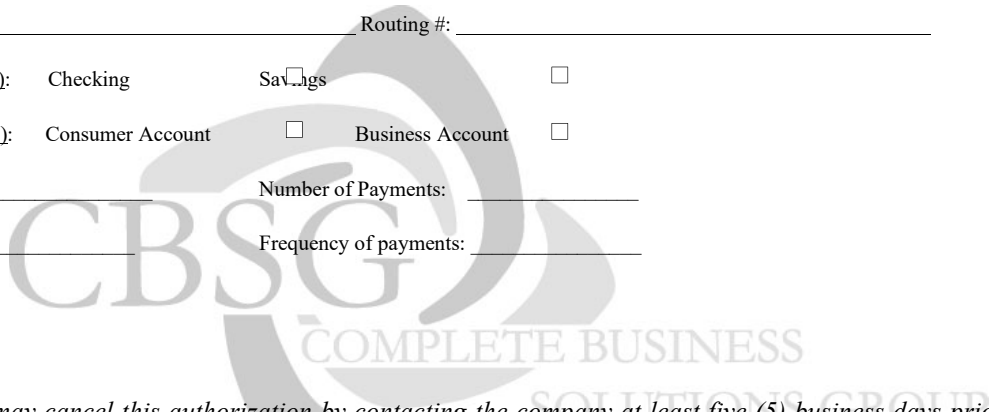
Account #: _____ Routing #: _____

Account Type (select one): Checking Savings

Account Class (select one): Consumer Account Business Account

Payment amount: _____ Number of Payments: _____

Date of next payment: _____ Frequency of payments: _____



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

NAME OF BANK:		DATE:	
CUSTOMER PRINTED NAME:			
CUSTOMER CONTACT TELEPHONE #			

Dear Client:

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

Daily ACH Program:

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

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

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

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

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



Merchant Verification Form

Merchant Name: SCOTT HAIRE

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

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

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

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

Is your business currently for sale? YES NO

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

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

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

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

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

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

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

Completed and attested by:

DocuSigned by:
Scott Haire
E08A5DD7E11F4BD...

Signature: _____

Print Name: Scott Haire

Date: 3/30/2020

CUSTOMER SATISFACTION SURVEY

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

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

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

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

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

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

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

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

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

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

SCHEDULE A: FEE STRUCTURE

1. Origination Fee: \$8,995.00 to cover underwriting and related expenses
2. ACH Program Fee - WAIVED – The ACH program is labor intensive and is not an automated process, requiring us to charge this fee to cover related costs;
3. NSF Fee - \$75.00 (each) - Up to FOUR TIMES ONLY before a default is declared;
4. Rejected ACH - \$100.00 – If a merchant directs the bank to reject our debit ACH;
5. Bank Change Fee - \$50.00 – If a merchant requires a change of account to be debited requiring us to adjust our system;
6. Blocked Account - \$250.00 – If a merchant blocks CBSG’s ACH debit of the Account, bounces more than 4 debits of the Account or simultaneously uses multiple bank accounts or credit-card processors to process its receipts;
7. Default Fee - \$5,000.00 default fee – If a merchant changes bank accounts or switches to another credit card processor without CBSG’s consent, or commits another default pursuant to the Purchase Agreement;
8. Collections Expense – In the event of default, Merchant Seller shall be responsible for all reasonable costs of collections, including, but not limited to, counsel fees, filing fees and any other fees which may be incurred.
9. Miscellaneous Service Fees – Merchant Seller shall pay certain fees for services related to the origination and maintenance of accounts. Each Merchant shall receive their funding electronically to their designated bank account and will be WAIVED for a Fed Wire. The current charge for the underwriting, UCC, ACH Program and origination of each Merchant will be paid from the funded amount. Merchant will be charged \$100.00 for every additional change of their operating bank account once they are active with CBSG. Additional copies of prior monthly statements will incur a fee of \$10.00 each.
10. Risk Assessment Fee - WAIVED
11. UCC Fee – WAIVED

NAME:	<small>DocuSigned by:</small> MERCHANT SIGNATURE:	
SCOTT HAIRE	Scott Haire	←
	<small>E00A5DD7E11F4BD...</small>	
NAME:	<small>DocuSigned by:</small> MERCHANT SIGNATURE:	
SCOTT HAIRE	Scott Haire	←
	<small>E08A5DD7E11F4BD</small>	

KINGDOM LOGISTICS LLC and SCOTT HAIRE
11650 FREEPORT PARKWAY, SUITE 100, IRVING, TX, 75063
JANUARY 3, 2020

NOTICE OF SALE, ASSIGNMENT, and TRANSFER

To Whom It May Concern:

This letter is to notify you that on JANUARY 3, 2020, KINGDOM LOGISTICS LLC entered into an Agreement for the Purchase and Sale of Future Receivables (the "Purchase Agreement") with Complete Business Solutions Group, Inc. d/b/a Par Funding ("CBSG"). Under the terms of the Purchase Agreement, KINGDOM LOGISTICS LLC sold, assigned, and transferred to CBSG from that date forward all of KINGDOM LOGISTICS LLC's right, title, and interest in and to KINGDOM LOGISTICS LLC's future receipts, accounts, and contract rights arising from or relating to the payment of monies payable to KINGDOM LOGISTICS LLC (collectively, the "Receivables") and the proceeds from the Receivables. As such, CBSG is the absolute owner of the Receivables and the proceeds from the Receivables, and KINGDOM LOGISTICS LLC no longer has any right, title, or interest in or to the Receivables and the proceeds of the Receivables.

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

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

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

DocuSigned by:
Very truly yours,
Scott Haire
E08A5DD7E11F4BD...

By: SCOTT HAIRE
Scott Haire

Printed Name
Manager

Title

cc: Complete Business Solutions Group, Inc.

DS
SH
Please Initial

Exhibit “2”

Complete Business Solutions Group, Inc. ("CBSG"), aka Par Funding
 Kingdom Logistics et al. Obligation Detail as of April 5, 2022
 (Sources: MCA Exports Report and Deposit Log)

Year	Company	Client	Client ID	Deal No	Date	Type	Net Advance	Advanced Amount	Amount Repaid	Outstanding Balance
2018	CBSG	KC II Holdings	KCII001	18001	08/01/18	New	\$ 1,764,000.00	\$ 1,800,000.00	\$ 1,185,172.80	\$ -
2018	CBSG	KC II Holdings	KCII001	18001	08/31/18	New	127,832.00	130,000.00	102,089.04	-
2018	CBSG	KC II Holdings	KCII001	18002	09/18/18	New	147,000.00	150,000.00	108,500.00	-
2018	CBSG	Kingdom Logistics LLC	KING007	18001	11/30/18	New	150,000.00	155,000.00	23,374.00	-
2018	CBSG	Kingdom Logistics LLC	KING007	18002	12/07/18	New	370,000.00	375,000.00	9,545.41	-
2018	CBSG	Kingdom Logistics LLC	KING007	18003	12/21/18	Rebad	5,238,643.13	7,500,000.00	4,813,009.38	-
2018	CBSG	Kingdom Logistics LLC	KING007	18004	12/31/18	New	175,000.00	190,000.00	193,736.08	-
2019	CBSG	Kingdom Logistics LLC	KING007	19001	01/15/19	New	1,250,000.00	1,300,000.00	953,881.25	-
2019	CBSG	Kingdom Logistics LLC	KING007	19002	02/08/19	New	490,000.00	500,000.00	354,199.67	-
2019	CBSG	Kingdom Logistics LLC	KING007	19003	02/11/19	New	490,000.00	500,000.00	351,513.96	-
2019	CBSG	Kingdom Logistics LLC	KING007	19004	02/14/19	New	490,000.00	500,000.00	344,628.25	-
2019	CBSG	Kingdom Logistics LLC	KING007	19005	02/25/19	New	735,000.00	750,000.00	475,642.05	-
2019	CBSG	Kingdom Logistics LLC	KING007	19006	03/01/19	New	911,400.00	930,000.00	547,785.93	-
2019	CBSG	Kingdom Logistics LLC	KING007	19007	03/12/19	New	735,000.00	750,000.00	505,134.21	-
2019	CBSG	Kingdom Logistics LLC	KING007	19008	03/15/19	New	1,347,500.00	1,375,000.00	600,502.38	-
2019	CBSG	Kingdom Logistics LLC	KING007	19009	04/08/19	New	220,500.00	225,000.00	136,120.00	-
2019	CBSG	Kingdom Logistics LLC	KING007	19010	04/19/19	New	4,518,000.00	4,600,000.00	747,738.77	-
2019	CBSG	Kingdom Logistics LLC	KING007	19011	05/01/19	New	480,200.00	490,000.00	185,580.00	-
2019	CBSG	Kingdom Logistics LLC	KING007	19012	05/08/19	New	725,000.00	750,000.00	198,971.36	-
2019	CBSG	Kingdom Logistics LLC	KING007	19013	05/24/19	New	1,500,000.00	1,500,000.00	397,400.00	-
2019	CBSG	Kingdom Logistics LLC	KING007	19014	06/07/19	New	495,005.00	500,000.00	83,400.00	-
2019	CBSG	Kingdom Logistics LLC	KING007	19015	06/17/19	Rebad	1,250,000.00	2,441,515.46	100,000.00	-
2019	CBSG	Kingdom Logistics LLC	KING007	19016	08/06/19	New	3,000,000.00	3,000,000.00	3,552,075.00	745,025.00
2019	CBSG	Kingdom Logistics LLC	KING007	19017	08/06/19	Rebad	0.01	22,903,646.42	9,880,075.00	16,179,667.33
2019	CBSG	Kingdom Logistics LLC	KING007	19020	09/11/19	New	114,000.00	114,000.00	114,000.00	-
2019	CBSG	Kingdom Logistics LLC	KING007	19026	12/23/19	New	325,000.00	325,000.00	417,625.00	-
2020	CBSG	Kingdom Logistics LLC	KING007	20001	01/03/20	New	250,000.00	250,000.00	108,750.00	250,000.00
2020	CBSG	Kingdom Logistics LLC	KING007	20004	01/29/20	New	285,000.00	285,000.00	106,875.00	285,000.00
2020	CBSG	Kingdom Logistics LLC	KING007	20005	02/04/20	New	262,000.00	262,000.00	344,530.00	-
2020	CBSG	Kingdom Logistics LLC (KC II)	KING007	20006	02/25/20	New	403,357.50	409,500.00	135,135.00	409,500.00
2020	CBSG	Kingdom Logistics LLC (KC II)	KING007	20007	03/17/20	New	401,800.00	410,000.00	116,850.00	410,000.00
2020	CBSG	Kingdom Logistics LLC (KC II)	KING007	20008	03/24/20	New	99,005.00	100,000.00	126,000.00	14,000.00
2020	CBSG	Kingdom Logistics LLC (KC II)	KING007	20010	03/30/20	New	410,000.00	410,000.00	104,550.00	410,000.00
2020	CBSG	Kingdom Logistics LLC (KC II)	KING007	20013	04/30/20	New	1,000,000.00	1,000,000.00	474,193.44	925,806.56
2020	CBSG	Kingdom Logistics LLC (KC II)	KING007	20014	05/18/20	New	937,000.00	937,000.00	-	1,000,000.00
							\$ 31,097,242.64	\$ 57,817,661.88	\$ 27,898,582.98	\$ 20,628,998.89
2020	CFS	Kingdom Logistics LLC (KC II)	KING007	20011	04/10/20	New	\$ 405,000.00	\$ 405,000.00	\$ 91,125.00	\$ 405,000.00
2020	CFS	Kingdom Logistics LLC (KC II)	KING007	20012	04/20/20	New	250,000.00	250,000.00	52,500.00	250,000.00
2020	CFS	Kingdom Logistics LLC (KC II)	KING007	20015	05/28/20	New	375,000.00	375,000.00	-	390,000.00
							\$ 1,030,000.00	\$ 1,030,000.00	\$ 143,625.00	\$ 1,045,000.00

Complete Business Solutions Group, Inc. ("CBSG"), aka Par Funding
 Kingdom Logistics et al. Obligation Detail as of April 5, 2022
 (Sources: MCA Exports Report and Deposit Log)

Year	Company	Client	Client ID	Deal No	Date	Type	Net Advance	Advanced Amount	Amount Repaid	Outstanding Balance
2019	FAF	Kingdom Logistics LLC	KING007	19018	08/21/19	New	\$ 300,000.00	\$ 300,000.00	\$ 240,000.00	\$ 294,000.00
2019	FAF	Kingdom Logistics LLC	KING007	19019	08/30/19	New	250,000.00	250,000.00	48,750.00	-
2019	FAF	Kingdom Logistics LLC	KING007	19021	10/02/19	New	530,000.00	530,000.00	161,385.00	530,000.00
2019	FAF	Kingdom Logistics LLC	KING007	19022	11/12/19	New	1,000,000.00	1,000,000.00	607,000.00	900,000.00
2019	FAF	Kingdom Logistics LLC	KING007	19023	11/22/19	New	430,000.00	430,000.00	432,655.00	-
2019	FAF	Kingdom Logistics LLC	KING007	19024	11/27/19	Rebad	0.01	231,250.00	131,250.00	231,250.00
2019	FAF	Kingdom Logistics LLC	KING007	19025	12/23/19	New	325,000.00	325,000.00	388,375.00	-
2020	FAF	Kingdom Logistics LLC	KING007	20002	01/10/20	New	337,000.00	337,000.00	443,155.00	-
2020	FAF	Kingdom Logistics LLC	KING007	20003	01/22/20	New	438,000.00	438,000.00	170,820.00	438,000.00
2020	FAF	Kingdom Logistics LLC (KC II)	KING007	20009	03/25/20	New	410,000.00	410,000.00	104,550.00	410,000.00
							\$ 4,020,000.01	\$ 4,251,250.00	\$ 2,727,940.00	\$ 2,803,250.00
	ESC	Kingdom Logistics			04/29/20	New	\$ 4,500,000.00	\$ 4,500,000.00	\$ 112,500.00	\$ 4,500,000.00
		Accrued Interest and Late Payment Fees on ESC note to 4/5/2022								1,434,750.00
							\$ 4,500,000.00	\$ 4,500,000.00	\$ 112,500.00	\$ 5,934,750.00
							Total \$ 40,647,242.65	\$ 67,598,911.88	\$ 30,882,647.98	\$ 30,411,998.89

Exhibit “3”

PROMISSORY NOTE

\$4,500,000.00

April 28, 2020

FOR VALUE RECEIVED, Kingdom Logistics, KC II, KC Logistic Sales, all Limited Liability Companies with an address at 8650 Freeport Parkway Irving Texas and Scott Haire personally ("Maker"), promises to pay, UPON DEMAND, to the order of Eagle Six Consultants Inc., a Florida Corporation ("ES"), at 107 Quayside Dr, Jupiter, FL 33477, or at such other place as ES may designate in writing, the principal amount of Four Million five hundred thousand and 00/100 Dollars (\$4,500,000.00) or such greater or lesser amount as shall be shown on the records of ES as the unpaid principal balance of this Promissory Note (the "Note"), together with interest thereon, on the terms and conditions described below, by and between Maker and ES.

1. Background. This Note evidences Advances under a Credit Facility made by ES to Maker from time to time in an aggregate principal amount not to exceed Four Million Five hundred thousand and 00/100 Dollars (\$4,500,000.00) (the "Credit Facility") and Maker's duty and obligation to repay the amounts due under the Credit Facility on the terms and conditions hereinafter set forth. This Note is the "Note."
2. Use of Advance Proceeds. Maker shall use the proceeds of the Credit Facility for business purposes only.
3. Advances. The Credit Facility shall be advanced from time to time in accordance with the terms and provisions of this Agreement.
4. Interest Rate on Discount. ES shall charge Maker interest on advances under this Note which are made on account at a rate of interest equal to Fifteen Percent (15 %) per year. The interest rate shall be computed on a yearly basis; that is, by applying the ratio of the interest over a one-year period, multiplied by the outstanding principal balance, multiplied by the actual number of years the principal balance is outstanding. Interest Payments are to be made monthly.
5. Payment, Principal and Interest under the Credit Facility. Maker shall pay each year 15% interest per year of the total outstanding balance, beginning on 7/01/2020, in the form of Monthly Payments. A final payment equal to the total amount of all principal, interest, total funded, and other charges due hereunder shall be due and payable on or before July 1, 2021 (the "Maturity Date"). Any renewal of the Credit Facility beyond the Maturity Date will be subject to approval by ES in its sole and absolute discretion. Monthly payment, should entire facility be due, is equal to \$56,250.00.
6. Late Charges. If any payment under this Note is not paid as and when due and payable, Maker shall pay to ES a late charge equal to \$525.00 (the "Late Charge") per day. The Late Charge shall be immediately due and payable retroactively as of the first date on which such payment was due without demand by ES and shall be payable in addition to any interest (including Default Interest) otherwise payable on such overdue payment. Payment shall be by wire or ACH directly from Maker's bank account or by other means authorized by ES.
7. Security. The security for this promissory note is the receivables of the Maker.
8. Events of Default. Maker's failure to pay any amount due hereunder as and when due or the occurrence or existence of an Event of Default under this Agreement shall constitute an Event of Default under this Note.
9. ES's Rights and Remedies after the Occurrence of an Event of Default. After the occurrence of an Event of Default which has not been cured or remedied by Maker within the time period provided, if any, ES

shall have the following rights and remedies which may be exercised singularly, concurrently and cumulatively, and upon as many occasions as required:

a. Accelerate the unpaid principal balance of the Credit Facility and any other obligations which Maker or any surety owes to ES;

b. Immediately exercise any right or remedy maintained by ES pursuant to this Note or the Credit Agreement or any of the Credit Documents including, but not limited to, the right to impose the Default Rate; and

c. Exercise any right and remedy available to ES under the Pennsylvania Uniform Commercial Code, by other statute, in law or in equity.

10. Confession of Judgment. After the occurrence of any Event of Default, ES may exercise any and all rights and remedies set forth in this Note.

THE FOLLOWING PARAGRAPH SETS FORTH A WARRANT OF ATTORNEY TO CONFESS JUDGMENT AGAINST MAKER. IN GRANTING THIS WARRANT OF ATTORNEY TO CONFESS JUDGMENT AGAINST MAKER, MAKER KNOWINGLY, INTELLIGENTLY AND VOLUNTARILY, AND, ON THE ADVICE OF COUNSEL, UNCONDITIONALLY WAIVES ANY AND ALL RIGHTS MAKER MAY HAVE TO PRIOR NOTICE AND AN OPPORTUNITY FOR HEARING UNDER THE RESPECTIVE CONSTITUTIONS AND LAWS OF THE UNITED STATES AND THE COMMONWEALTH OF PENNSYLVANIA.

AFTER THE OCCURRENCE OF ANY EVENT OF DEFAULT WHICH REMAINS UNCURED AFTER THE EXPIRATION OF ANY NOTICE AND CURE PERIOD, MAKER AUTHORIZES AND EMPOWERS ANY ATTORNEY OF ANY COURT OF RECORD OF PENNSYLVANIA OR ELSEWHERE TO APPEAR FOR AND ENTER JUDGMENT AGAINST MAKER FOR THE UNPAID PRINCIPAL AMOUNT OF THIS NOTE, TOGETHER WITH ALL ACCRUED, UNPAID INTEREST AND LATE CHARGES THEREON (THE "DEBT"), PLUS COSTS OF SUIT AND AN ATTORNEY'S COMMISSION EQUAL TO THE GREATER OF TWO PERCENT (2%) OF THE DEBT OR \$10,000 IF CONFESSION OF JUDGMENT IS UNCONTESTED AND REASONABLE ATTORNEYS' FEES IN THE EVENT THE CONFESSION OF JUDGMENT IS CONTESTED, WITH OR WITHOUT DECLARATION OR STAY OF EXECUTION, AND WITH RELEASE OF ERRORS, FOR WHICH THIS NOTE OR A COPY HEREOF SHALL SERVE AS A SUFFICIENT WARRANT. THIS POWER TO ENTER JUDGMENT BY CONFESSION SHALL NOT BE EXHAUSTED BY ANY EXERCISE AND SHALL CONTINUE UNTIL FULL PAYMENT OF ALL AMOUNTS DUE UNDER THIS NOTE.

MAKER ACKNOWLEDGES AND AGREES THAT (A) THE FOREGOING WARRANT OF ATTORNEY TO CONFESS JUDGMENT IS BEING EXECUTED IN CONNECTION WITH A COMMERCIAL TRANSACTION, (B) ES'S CONFESSION OF JUDGMENT FOLLOWING AN EVENT OF DEFAULT AND IN ACCORDANCE WITH THE FOREGOING WARRANT OF ATTORNEY WOULD BE IN ACCORDANCE WITH MAKER'S REASONABLE EXPECTATIONS, AND (C) ES DOES NOT AND, IN REGARDS TO THE CREDIT FACILITY OR THE CREDIT DOCUMENTS, SHALL NOT HAVE ANY OF THE DUTIES TO MAKER SET FORTH IN 20 P.A.C.S.A. §5601.3(B).

11. Waiver of Trial by Jury; Jurisdiction. Maker and ES agree that any suit, action, or proceeding, whether claim or counterclaim, brought or instituted by Maker or ES or any successor or assign on or with respect to this Note or the Credit Documents referred to herein or given by Maker to ES for the Line of Credit, or which in any way relates, directly or indirectly, to the Line of Credit or any event,

transaction, or occurrence arising out of or in any way in connection with the transaction contemplated by this Note, the Credit Documents or the dealings of Maker and ES with respect thereto, shall be tried only by a court and not by a jury.

MAKER AND ES HEREBY EXPRESSLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION, OR PROCEEDING. MAKER ACKNOWLEDGES AND AGREES THAT THIS SECTION 13 IS A SPECIFIC AND MATERIAL ASPECT OF THIS NOTE.

For the purpose of any suit, action or proceeding arising out of or relating to this Note, Maker hereby irrevocably consents and submits to the jurisdiction and venue of the Court of Common Pleas of Philadelphia County, Pennsylvania and the Federal District Court for the Eastern District of the Commonwealth of Pennsylvania. Maker irrevocably waives any objection which they may now or hereinafter have to the laying of the venue of any suit, action or proceeding brought in such court and any claim that such suit, action or proceeding brought in such a court has been brought in an inconvenient forum and agrees that service of process in accordance with the foregoing sentence shall be deemed in every respect effective and valid personal service of process upon Maker. The provisions of this Section 13 shall not limit or otherwise affect the right of ES to institute and conduct action in any other appropriate manner, jurisdiction or court.

12. Costs and Attorneys' Fees. In any action under this Note in which ES is the prevailing party, Maker shall be responsible for the payment to ES of all reasonable costs, including without limitation, legal fees and expenses, incurred by ES in connection with such action.

13. Remedies Cumulative. The rights and remedies provided to ES under this Note are not exclusive and are in addition to any other rights and remedies ES may have at law or in equity under applicable law; shall be cumulative in concurrence; may be pursued, singly, successively or together against Maker; and may be exercised as often as occasion therefor shall allow.

14. Waivers. Maker waives presentment for payment, demand, notice of dishonor, protest, and notice of protest with regard to this Note (other than, with respect to the foregoing waivers, those notices expressly required hereby), all errors, defects and imperfections in any proceedings instituted by ES under this Note, and all benefits that might accrue to Maker by virtue of any present or future laws exempting any property, real or personal, or any part of the proceeds arising from any sale of any such property, from attachment, levy, or sale under execution, or providing for any stay of execution, exemption from civil process, or extension of time for payment.

15. ES's Waivers. ES shall not be deemed, by any act of omission or commission, to have waived any of its rights or remedies under this Note unless such waiver is in writing and signed by ES. Such a written waiver signed by ES shall waive ES's rights and remedies only to the extent specifically stated in such written waiver. A waiver as to one or more particular Events of Default as defined in this Note shall not be construed as continuing or as a bar to or waiver of any right or remedy as to another or subsequent Event of Default as defined in this Note.

16. Construction. This Note shall be construed and enforced in accordance with the domestic, internal law, but not the law of conflict of laws, of the Commonwealth of Pennsylvania. The captions preceding the text of the paragraphs of this Note are inserted only for convenience of reference and shall not constitute a part of this Note, nor shall they in any way affect its meaning, construction or effect.

17. Severability. Any provision contained in this Note which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability



without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

18. Successors and Assigns. The provisions of this Note shall be binding upon and inure to the benefit of Maker and ES and their respective successors and permitted assigns; provided, however, that Maker shall not be permitted to delegate any of its duties or obligations under this Note without the prior written consent of ES.

IN WITNESS WHEREOF, Maker, intending to be legally bound hereby, has caused this Note to be duly executed the day and year first above written.

Witness:

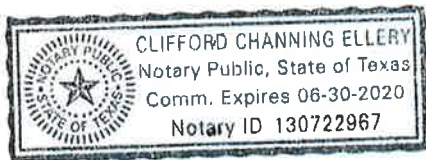
MAKER
Scott A. Hoar

By: Scott A. Hoar
Name: SCOTT A HOAR
Title: MANAGER

State: TEXAS :
County of DALLAS : SS.

On this 28TH day of APRIL, 2020, before me, the undersigned officer, personally appeared Scott A. Hoar known to me (or satisfactorily proven) to be the person whose name is subscribed as MANAGER of Kingdom Logistics, LLC d/b/a and that he as such officer being authorized to do so, executed the within instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Clifford C. Ellery
Notary Public

Exhibit “4”

Complete Business Solutions Group, Inc. ("CBSG"), aka Par Funding

Kingdom Logistics et al.

Schedule of Weekly Activity for the Period April 24, 2020 to April 5, 2022

(Sources: MCA Exports Report and Deposit Log as of April 5, 2022)

Week Ending	Advances / Loans	Reload	Payment Received	Finance Fee	Misc Fees	Reload & Service Fees	Balance	
4/24/2020							\$27,407,042	
5/1/2020	\$5,500,000	\$0	\$373,741	\$91,688	\$0	\$400,000	\$33,024,989	
5/8/2020	\$0	\$0	\$721,322	\$91,688	\$0	\$0	\$32,395,354	
5/15/2020	\$0	\$0	\$391,447	\$86,813	\$0	\$0	\$32,090,720	
5/22/2020	\$937,000	\$0	\$401,347	\$96,713	\$0	\$63,000	\$32,786,085	
5/29/2020	\$375,000	\$0	\$320,620	\$76,913	\$0	\$15,000	\$32,932,378	
6/5/2020	\$0	\$0	\$391,447	\$86,813	\$0	\$0	\$32,627,743	
6/12/2020	\$0	\$0	\$723,392	\$81,758	\$0	\$0	\$31,986,109	
6/19/2020	\$0	\$0	\$386,392	\$81,758	\$0	\$0	\$31,681,475	
6/26/2020	\$0	\$0	\$386,392	\$81,758	\$0	\$0	\$31,376,840	
7/3/2020	\$0	\$0	\$704,642	\$138,008	\$0	\$0	\$30,810,206	
7/10/2020	\$0	\$0	\$382,462	\$77,828	\$0	\$0	\$30,505,571	
7/17/2020	\$0	\$0	\$382,462	\$77,828	\$0	\$0	\$30,200,937	
7/24/2020	\$0	\$0	\$382,462	\$77,828	\$0	\$0	\$29,896,303	
Subtotal 13 Weeks Prior to Receivership:	\$6,812,000	\$0	\$5,948,127	\$1,147,388	\$0	\$478,000	Net Activity:	\$2,489,260
7/31/2020	\$0	\$0	\$199,546	\$35,693	\$0	\$0	\$29,732,449	
8/7/2020	\$0	\$0	\$116,250	\$56,250	\$0	\$0	\$29,672,449	
8/14/2020	\$0	\$0	\$60,000	\$0	\$0	\$0	\$29,612,449	
8/21/2020	\$0	\$0	\$60,000	\$0	\$0	\$0	\$29,552,449	
8/28/2020	\$0	\$0	\$60,000	\$0	\$0	\$0	\$29,492,449	
9/4/2020	\$0	\$0	\$60,000	\$0	\$0	\$0	\$29,432,449	
9/11/2020	\$0	\$0	\$48,000	\$0	\$0	\$0	\$29,384,449	
9/18/2020	\$0	\$0	\$60,000	\$0	\$0	\$0	\$29,324,449	
9/25/2020	\$0	\$0	\$60,000	\$0	\$0	\$0	\$29,264,449	
10/2/2020	\$0	\$0	\$0	\$0	\$300	\$0	\$29,264,749	
1/1/2021	\$0	\$0	\$12,000	\$0	\$0	\$0	\$29,252,749	
1/8/2021	\$0	\$0	\$24,000	\$0	\$100	\$0	\$29,228,849	
1/15/2021	\$0	\$0	\$60,000	\$0	\$0	\$0	\$29,168,849	
1/22/2021	\$0	\$0	\$48,000	\$0	\$0	\$0	\$29,120,849	
1/29/2021	\$0	\$0	\$60,000	\$0	\$0	\$0	\$29,060,849	
2/5/2021	\$0	\$0	\$60,000	\$0	\$0	\$0	\$29,000,849	
2/12/2021	\$0	\$0	\$36,000	\$0	\$200	\$0	\$28,965,049	
2/19/2021	\$0	\$0	(\$12,000)	\$0	\$100	\$0	\$28,977,149	
4/5/2022				\$1,434,750			\$30,411,899	
Subtotal Post Receivership Period:	\$0	\$0	\$1,011,796	\$91,943	\$700	\$0	Net Activity:	\$515,596

Complete Business Solutions Group, Inc. ("CBSG"), aka Par Funding
 Kingdom Logistics et al.
 Schedule of Daily Activity for the Period April 24, 2020 to April 5, 2025 (Summarized by Day)
 (Sources: MCA Exports Report and Deposit Log as of April 5, 2022)

Date	Advances / Loans	Reload	Payment Received	Finance Fee	Misc Fees	Reload & Service Fees	Balance
4/24/2020	\$ -	\$ -	\$ 72,030.00	\$ 18,630.00	\$ -	\$ -	\$ 27,407,042.33
4/27/2020	\$ -	\$ -	\$ 68,175.00	\$ 14,775.00	\$ -	\$ -	\$ 27,353,642.33
4/28/2020	\$ -	\$ -	\$ 83,122.50	\$ 29,722.50	\$ -	\$ -	\$ 27,300,242.33
4/29/2020	\$ 4,500,000.00	\$ -	\$ 76,395.00	\$ 22,995.00	\$ -	\$ -	\$ 31,746,842.33
4/30/2020	\$ 1,000,000.00	\$ -	\$ 66,491.88	\$ 5,565.00	\$ -	\$ 400,000.00	\$ 33,085,915.45
5/1/2020	\$ -	\$ -	\$ 79,556.88	\$ 18,630.00	\$ -	\$ -	\$ 33,024,988.57
5/4/2020	\$ -	\$ -	\$ 75,701.88	\$ 14,775.00	\$ -	\$ -	\$ 32,964,061.69
5/5/2020	\$ -	\$ -	\$ 90,649.38	\$ 29,722.50	\$ -	\$ -	\$ 32,903,134.81
5/6/2020	\$ -	\$ -	\$ 408,921.88	\$ 22,995.00	\$ -	\$ -	\$ 32,517,207.93
5/7/2020	\$ -	\$ -	\$ 66,491.88	\$ 5,565.00	\$ -	\$ -	\$ 32,456,281.05
5/8/2020	\$ -	\$ -	\$ 79,556.88	\$ 18,630.00	\$ -	\$ -	\$ 32,395,354.17
5/11/2020	\$ -	\$ -	\$ 70,826.88	\$ 9,900.00	\$ -	\$ -	\$ 32,334,427.29
5/12/2020	\$ -	\$ -	\$ 90,649.38	\$ 29,722.50	\$ -	\$ -	\$ 32,273,500.41
5/13/2020	\$ -	\$ -	\$ 83,921.88	\$ 22,995.00	\$ -	\$ -	\$ 32,212,573.53
5/14/2020	\$ -	\$ -	\$ 66,491.88	\$ 5,565.00	\$ -	\$ -	\$ 32,151,646.65
5/15/2020	\$ -	\$ -	\$ 79,556.88	\$ 18,630.00	\$ -	\$ -	\$ 32,090,719.77
5/18/2020	\$ 937,000.00	\$ -	\$ 70,826.88	\$ 9,900.00	\$ -	\$ 63,000.00	\$ 33,029,792.89
5/19/2020	\$ -	\$ -	\$ 90,649.38	\$ 29,722.50	\$ -	\$ -	\$ 32,968,866.01
5/20/2020	\$ -	\$ -	\$ 83,921.88	\$ 22,995.00	\$ -	\$ -	\$ 32,907,939.13
5/21/2020	\$ -	\$ -	\$ 66,491.88	\$ 5,565.00	\$ -	\$ -	\$ 32,847,012.25
5/22/2020	\$ -	\$ -	\$ 89,456.88	\$ 28,530.00	\$ -	\$ -	\$ 32,786,085.37
5/26/2020	\$ -	\$ -	\$ 90,649.38	\$ 29,722.50	\$ -	\$ -	\$ 32,725,158.49
5/27/2020	\$ -	\$ -	\$ 83,921.88	\$ 22,995.00	\$ -	\$ -	\$ 32,664,231.61
5/28/2020	\$ 375,000.00	\$ -	\$ 66,491.88	\$ 5,565.00	\$ -	\$ 15,000.00	\$ 32,993,304.73
5/29/2020	\$ -	\$ -	\$ 79,556.88	\$ 18,630.00	\$ -	\$ -	\$ 32,932,377.85
6/1/2020	\$ -	\$ -	\$ 70,826.88	\$ 9,900.00	\$ -	\$ -	\$ 32,871,450.97
6/2/2020	\$ -	\$ -	\$ 90,649.38	\$ 29,722.50	\$ -	\$ -	\$ 32,810,524.09
6/3/2020	\$ -	\$ -	\$ 83,921.88	\$ 22,995.00	\$ -	\$ -	\$ 32,749,597.21
6/4/2020	\$ -	\$ -	\$ 66,491.88	\$ 5,565.00	\$ -	\$ -	\$ 32,688,670.33
6/5/2020	\$ -	\$ -	\$ 79,556.88	\$ 18,630.00	\$ -	\$ -	\$ 32,627,743.45
6/8/2020	\$ -	\$ -	\$ 70,826.88	\$ 9,900.00	\$ -	\$ -	\$ 32,566,816.57
6/9/2020	\$ -	\$ -	\$ 90,649.38	\$ 29,722.50	\$ -	\$ -	\$ 32,505,889.69
6/10/2020	\$ -	\$ -	\$ 83,921.88	\$ 22,995.00	\$ -	\$ -	\$ 32,444,962.81
6/11/2020	\$ -	\$ -	\$ 66,491.88	\$ 5,565.00	\$ -	\$ -	\$ 32,384,035.93
6/12/2020	\$ -	\$ -	\$ 411,501.88	\$ 13,575.00	\$ -	\$ -	\$ 31,986,109.05
6/15/2020	\$ -	\$ -	\$ 70,826.88	\$ 9,900.00	\$ -	\$ -	\$ 31,925,182.17
6/16/2020	\$ -	\$ -	\$ 90,649.38	\$ 29,722.50	\$ -	\$ -	\$ 31,864,255.29
6/17/2020	\$ -	\$ -	\$ 83,921.88	\$ 22,995.00	\$ -	\$ -	\$ 31,803,328.41
6/18/2020	\$ -	\$ -	\$ 66,491.88	\$ 5,565.00	\$ -	\$ -	\$ 31,742,401.53
6/19/2020	\$ -	\$ -	\$ 74,501.88	\$ 13,575.00	\$ -	\$ -	\$ 31,681,474.65
6/22/2020	\$ -	\$ -	\$ 70,826.88	\$ 9,900.00	\$ -	\$ -	\$ 31,620,547.77
6/23/2020	\$ -	\$ -	\$ 90,649.38	\$ 29,722.50	\$ -	\$ -	\$ 31,559,620.89
6/24/2020	\$ -	\$ -	\$ 83,921.88	\$ 22,995.00	\$ -	\$ -	\$ 31,498,694.01
6/25/2020	\$ -	\$ -	\$ 66,491.88	\$ 5,565.00	\$ -	\$ -	\$ 31,437,767.13
6/26/2020	\$ -	\$ -	\$ 74,501.88	\$ 13,575.00	\$ -	\$ -	\$ 31,376,840.25
6/29/2020	\$ -	\$ -	\$ 70,826.88	\$ 9,900.00	\$ -	\$ -	\$ 31,315,913.37
6/30/2020	\$ -	\$ -	\$ 90,649.38	\$ 29,722.50	\$ -	\$ -	\$ 31,254,986.49
7/1/2020	\$ -	\$ -	\$ 83,921.88	\$ 22,995.00	\$ -	\$ -	\$ 31,194,059.61
7/2/2020	\$ -	\$ -	\$ 384,741.88	\$ 61,815.00	\$ -	\$ -	\$ 30,871,132.73
7/3/2020	\$ -	\$ -	\$ 74,501.88	\$ 13,575.00	\$ -	\$ -	\$ 30,810,205.85
7/6/2020	\$ -	\$ -	\$ 70,826.88	\$ 9,900.00	\$ -	\$ -	\$ 30,749,278.97
7/7/2020	\$ -	\$ -	\$ 86,719.38	\$ 25,792.50	\$ -	\$ -	\$ 30,688,352.09
7/8/2020	\$ -	\$ -	\$ 83,921.88	\$ 22,995.00	\$ -	\$ -	\$ 30,627,425.21
7/9/2020	\$ -	\$ -	\$ 66,491.88	\$ 5,565.00	\$ -	\$ -	\$ 30,566,498.33
7/10/2020	\$ -	\$ -	\$ 74,501.88	\$ 13,575.00	\$ -	\$ -	\$ 30,505,571.45
7/13/2020	\$ -	\$ -	\$ 70,826.88	\$ 9,900.00	\$ -	\$ -	\$ 30,444,644.57
7/14/2020	\$ -	\$ -	\$ 86,719.38	\$ 25,792.50	\$ -	\$ -	\$ 30,383,717.69
7/15/2020	\$ -	\$ -	\$ 83,921.88	\$ 22,995.00	\$ -	\$ -	\$ 30,322,790.81
7/16/2020	\$ -	\$ -	\$ 66,491.88	\$ 5,565.00	\$ -	\$ -	\$ 30,261,863.93
7/17/2020	\$ -	\$ -	\$ 74,501.88	\$ 13,575.00	\$ -	\$ -	\$ 30,200,937.05
7/20/2020	\$ -	\$ -	\$ 70,826.88	\$ 9,900.00	\$ -	\$ -	\$ 30,140,010.17
7/21/2020	\$ -	\$ -	\$ 86,719.38	\$ 25,792.50	\$ -	\$ -	\$ 30,079,083.29
7/22/2020	\$ -	\$ -	\$ 83,921.88	\$ 22,995.00	\$ -	\$ -	\$ 30,018,156.41
7/23/2020	\$ -	\$ -	\$ 66,491.88	\$ 5,565.00	\$ -	\$ -	\$ 29,957,229.53
7/24/2020	\$ -	\$ -	\$ 74,501.88	\$ 13,575.00	\$ -	\$ -	\$ 29,896,302.65
7/27/2020	\$ -	\$ -	\$ 70,826.88	\$ 9,900.00	\$ -	\$ -	\$ 29,835,375.77
7/28/2020	\$ -	\$ -	\$ 86,719.38	\$ 25,792.50	\$ -	\$ -	\$ 29,774,448.89

Complete Business Solutions Group, Inc. ("CBSG"), aka Par Funding
 Kingdom Logistics et al.
 Schedule of Daily Activity for the Period April 24, 2020 to April 5, 2025 (Summarized by Day)
 (Sources: MCA Exports Report and Deposit Log as of April 5, 2022)

Date	Advances / Loans	Reload	Payment Received	Finance Fee	Misc Fees	Reload & Service Fees	Balance
7/29/2020	\$ -	\$ -	\$ 18,000.00	\$ -	\$ -	\$ -	\$ 29,756,448.89
7/30/2020	\$ -	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 29,744,448.89
7/31/2020	\$ -	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 29,732,448.89
8/3/2020	\$ -	\$ -	\$ 68,250.00	\$ 56,250.00	\$ -	\$ -	\$ 29,720,448.89
8/4/2020	\$ -	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 29,708,448.89
8/5/2020	\$ -	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 29,696,448.89
8/6/2020	\$ -	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 29,684,448.89
8/7/2020	\$ -	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 29,672,448.89
8/10/2020	\$ -	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 29,660,448.89
8/11/2020	\$ -	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 29,648,448.89
8/12/2020	\$ -	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 29,636,448.89
8/13/2020	\$ -	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 29,624,448.89
8/14/2020	\$ -	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 29,612,448.89
8/17/2020	\$ -	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 29,600,448.89
8/18/2020	\$ -	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 29,588,448.89
8/19/2020	\$ -	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 29,576,448.89
8/20/2020	\$ -	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 29,564,448.89
8/21/2020	\$ -	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 29,552,448.89
8/24/2020	\$ -	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 29,540,448.89
8/25/2020	\$ -	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 29,528,448.89
8/26/2020	\$ -	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 29,516,448.89
8/27/2020	\$ -	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 29,504,448.89
8/28/2020	\$ -	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 29,492,448.89
8/31/2020	\$ -	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 29,480,448.89
9/1/2020	\$ -	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 29,468,448.89
9/2/2020	\$ -	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 29,456,448.89
9/3/2020	\$ -	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 29,444,448.89
9/4/2020	\$ -	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 29,432,448.89
9/8/2020	\$ -	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 29,420,448.89
9/9/2020	\$ -	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 29,408,448.89
9/10/2020	\$ -	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 29,396,448.89
9/11/2020	\$ -	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 29,384,448.89
9/14/2020	\$ -	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 29,372,448.89
9/15/2020	\$ -	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 29,360,448.89
9/16/2020	\$ -	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 29,348,448.89
9/17/2020	\$ -	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 29,336,448.89
9/18/2020	\$ -	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 29,324,448.89
9/21/2020	\$ -	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 29,312,448.89
9/22/2020	\$ -	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 29,300,448.89
9/23/2020	\$ -	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 29,288,448.89
9/24/2020	\$ -	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 29,276,448.89
9/25/2020	\$ -	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 29,264,448.89
9/28/2020	\$ -	\$ -	\$ -	\$ -	\$ 100.00	\$ -	\$ 29,264,548.89
9/29/2020	\$ -	\$ -	\$ -	\$ -	\$ 100.00	\$ -	\$ 29,264,648.89
9/30/2020	\$ -	\$ -	\$ -	\$ -	\$ 100.00	\$ -	\$ 29,264,748.89
10/1/2020	\$ -	\$ -	\$ -	\$ -	\$ 100.00	\$ -	\$ 29,264,848.89
12/31/2020	\$ -	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 29,252,848.89
1/4/2021	\$ -	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 29,240,848.89
1/5/2021	\$ -	\$ -	\$ -	\$ -	\$ 100.00	\$ -	\$ 29,240,948.89
1/6/2021	\$ -	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 29,228,948.89
1/11/2021	\$ -	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 29,216,948.89
1/12/2021	\$ -	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 29,204,948.89
1/13/2021	\$ -	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 29,192,948.89
1/14/2021	\$ -	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 29,180,948.89
1/15/2021	\$ -	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 29,168,948.89
1/19/2021	\$ -	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 29,156,948.89
1/20/2021	\$ -	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 29,144,948.89
1/21/2021	\$ -	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 29,132,948.89
1/22/2021	\$ -	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 29,120,948.89
1/25/2021	\$ -	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 29,108,948.89
1/26/2021	\$ -	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 29,096,948.89
1/27/2021	\$ -	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 29,084,948.89
1/28/2021	\$ -	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 29,072,948.89
1/29/2021	\$ -	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 29,060,948.89
2/1/2021	\$ -	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 29,048,948.89
2/2/2021	\$ -	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 29,036,948.89
2/3/2021	\$ -	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 29,024,948.89

Complete Business Solutions Group, Inc. ("CBSG"), aka Par Funding
 Kingdom Logistics et al.
 Schedule of Daily Activity for the Period April 24, 2020 to April 5, 2025 (Summarized by Day)
 (Sources: MCA Exports Report and Deposit Log as of April 5, 2022)

Date	Advances / Loans	Reload	Payment Received	Finance Fee	Misc Fees	Reload & Service Fees	Balance
2/4/2021	\$ -	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 29,012,948.89
2/5/2021	\$ -	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 29,000,948.89
2/8/2021	\$ -	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 28,988,948.89
2/9/2021	\$ -	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 28,976,948.89
2/10/2021	\$ -	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 28,964,948.89
2/11/2021	\$ -	\$ -	\$ -	\$ -	\$ 100.00	\$ -	\$ 28,965,048.89
2/12/2021	\$ -	\$ -	\$ -	\$ -	\$ 100.00	\$ -	\$ 28,965,148.89
2/16/2021	\$ -	\$ -	\$ (12,000.00)	\$ -	\$ 100.00	\$ -	\$ 28,977,248.89
4/5/2022				\$ 1,434,750.00			\$ 30,411,998.89

*Accrued Interest and Late Payment Fees on ESC note to 04/5/2022

EXHIBIT 5

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

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

v.

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

Defendants.

**[PROPOSED] ORDER GRANTING THE RECEIVER’S MOTION
TO LIFT THE LITIGATION INJUNCTION TO ALLOW COMMENCEMENT
OF PROCEEDINGS AGAINST KINGDOM LOGISTICS LLC, KC
LOGISTICS SALES LLC, KCII HOLDINGS LLC AND SCOTT HAIRE**

THIS CAUSE comes before the Court upon the Receiver’s Motion to Lift the Litigation Injunction to Allow Commencement of Proceedings Against Kingdom Logistics LLC, KC Logistics Sales LLC, KCII Holdings LLC, and Scott Haire [ECF No. ____] (“Motion”), filed on April 21, 2022.

In the Motion, the Receiver seeks to modify the Court’s Amended Order Appointing Receiver dated August 13, 2020 [ECF No. 141], so as to lift the litigation injunction provided for in that Order to pursue causes of action against Kingdom Logistics LLC, KC Logistics Sales LLC, KCII Holdings LLC and Scott Haire for the benefit of the Receivership Estate.

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

ORDERED AND ADJUDGED that Receiver's Motion is **GRANTED**. The litigation injunction set forth in the Court's Amended Order Appointing Receiver dated August 13, 2020 [ECF No. 141] is hereby lifted to allow pursuit of claims against the following persons and entities for the purposes described in the Motion:

1. Kingdom Logistics LLC;
2. KC Logistics Sales LLC;
3. KCII Holdings LLC; and
4. Scott Haire.

DONE AND ORDERED in Fort Lauderdale, Florida, this ____ day of _____, 2022.

RODOLFO A. RUIZ II
UNITED STATES DISTRICT JUDGE

Copies to: Counsel of record