

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA**

**CASE NO. 20-CIV-81205-RAR**

**SECURITIES AND EXCHANGE  
COMMISSION,**

*Plaintiff,*

v.

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

*Defendants.*

\_\_\_\_\_ /

**NON-PARTY ALBERT VAGNOZZI'S MOTION  
TO INTERVENE AND TO ASSERT  
UCC-1 PRIORITY STATUS FOR "EXCHANGE NOTE" INVESTOR GROUP**

Non-Party and Proposed Intervenor, Albert Vagnozzi, by and through his undersigned counsel, hereby submits this Motion to Intervene and Assert UCC-1 Priority Status for "Exchange Note" Investor Group:

1. Albert Vagnozzi is not a party to this SEC Receivership matter but he is filing this Motion to intervene pursuant to Fed.R.C.P. 24(a), which provides a party with the right to intervene where, as here, the proposed intervenor "claims an interest relating to the property or transaction that is the subject of the action, and is so situated that disposing of the action may as a practical matter impair or impede the movant's ability to protect its interest, unless existing parties adequately represent that interest."

2. The primary reason Albert Vagnozzi seeks to intervene is to ensure that the UCC-1 priority rights of a class of investors in Complete Business Solutions Group, Inc. d/b/a Par Funding ("CBSG") – for which he agreed to serve as the "Security Agent" – are protected against other

investors of CBSG who have claimed or may in the future claim security interests that have priority over the group of CBSG investors for whom Albert Vagnozzi believes he was intended to represent.

3. Albert Vagnozzi was a creator of Capricorn Income Fund I, LLC and Capricorn Income Fund I Parallel, LLC (“Capricorn Funds”), through which investor funds were lent to CBSG in exchange for certain promissory notes. (Albert Vagnozzi and the Capricorn Funds are also Plaintiffs in a legal malpractice case against John Pauciulo, Esquire and Eckert Seamans Cherin & Mellott, LLC, pending in the Court of Common Pleas Philadelphia County, *Albert Vagnozzi et al. v. Pauciulo and Eckert Seamans*, May Term 2021, No., 02334.)

4. The UCC-1 Financing Statement for which Albert Vagnozzi believes he agreed to serve as the “Security Agent” was filed on April 13, 2020 with the Secretary of State for the State of Delaware.

5. A copy of the UCC-1 Financing Statement, which names Albert Vagnozzi “as representative of certain secured parties,” is attached as Exhibit “A.”

6. A search of CBSG’s UCC-1 filings in the State of Delaware reveals that the aforementioned UCC-1 Financing Statement (Exhibit A) is the first such filing against CBSG. A copy of the Certified Lien filings for CBSG in the State of Delaware, as of June 5, 2024, is attached as Exhibit “B.”

7. Recently, Albert Vagnozzi became aware that investors referring to themselves as the “Chehebar Investors” have intervened and filed motions in this SEC Receivership Action, claiming to possess perfected security interests over all assets of CBSG. [*e.g.*, ECF No. 1842, April 24, 2024.]

8. The Chehebar Investors, upon information and belief, are now intervenors and are opposing motions filed by the Receiver, including the Receiver’s Motion to Approve Proposed

Treatment of Claims and for Determination of Ponzi Scheme. [ECF No. 1843 (Receiver Motion), ECF No. 1889 (Chehebar Opposition to Receiver Motion).]

9. Based on the stated positions of the Chehebar Investors, they claim to have perfected security interests based, in part, on UCC-1 filings that were filed *later* in time than the UCC-1 filed for the group of investors for which Albert Vagnozzi believes he agreed to serve as the Security Agent.

10. By way of brief background, the security interests for which Albert Vagnozzi believes he agreed to serve as Security Agent arose out of numerous Funds and Investors of CBSG agreeing to what were called “Exchange Notes,” pursuant to which certain Funds and Investors agreed to “exchange” the existing CBSG promissory notes for new promissory notes – the Exchange Notes – with lower interest rates and extended payment terms, while giving the holders of the new exchange notes security interests in CBSG.

11. The Exchange Notes became necessary, according to principals of CBSG at the time, because of the COVID pandemic, which, CBSG principals claimed, caused CBSG to have significant cash shortfalls and an inability to pay the interest due under the existing notes.

12. Upon information and belief, a substantial motivating factor for Funds and Investors agreeing to the Exchange Notes was CBSG giving a security interest to the holders of the Exchange Notes.

13. In early April 2020, when the Exchange Notes were being negotiated and agreed to, principals of CBSG approached Albert Vagnozzi explaining they needed someone to act as “Security Agent” for the security interests that were offered to those Funds and Investors who agreed to the Exchange Notes.

14. After discussing the Exchange Notes and the Security Agent offer with his then counsel, John Pauciulo, Albert Vagnozzi agreed to the Exchange Notes for the Capricorn Funds and also agreed to serve as the Security Agent.

15. Albert Vagnozzi believed, based on the advice of John Pauciulo, that the Exchange Notes was in the best interest of the Capricorn Funds investors.

16. Accordingly, he executed a document titled “Appointment as Security Agent.” That document was drafted by CBSG and/or its counsel at the time. A copy of the Appointment as Security Agent is attached as Exhibit “C.”

17. The Appointment as Security Agent document references a “Schedule A” that was to identify the parties who were agreeing to the Exchange Notes, but Albert Vagnozzi was never given that Schedule A.

18. Upon information and belief, the Receiver – which controls CBSG – has the Schedule A referenced in the Appointment as Security Agent which was executed by Albert Vagnozzi.

19. Regardless of whether there is a Schedule A to the Appointment document, the Funds and Investors who agreed to Exchange Notes, and therefore have security interests evidenced by the April 13, 2020 UCC-1 Financing Statement, are known or knowable by the Receiver and potentially the SEC, who upon information and belief, possess documents reflecting the investors and funds who agreed to the Exchange Note offering.

20. The Capricorn Funds, along with other Funds and Investors, agreed to the Exchange Notes, and in that regard, the Capricorn Funds agreed and executed several interrelated documents and agreements, including:

- The Exchange Offer of Outstanding Notes for Amended and Restated Notes;

- The Amended and Restated Note Purchase Agreement;
- The Amended and Restated Non-Negotiable, Non-Transferable Term Promissory Note, and
- The Amended and Restated Security Agreement.

Copies of the foregoing documents, agreed to and executed by the Capricorn Fund, are collectively attached hereto as Exhibit “D.”

21. Paragraph 2 of the Amended and Restated Security Agreement – which is included in Exhibit D hereto at C-1 to C-5 – confirms that CBSG was agreeing to a security interest and states that a “Security Agent” would file a UCC-1 Financing Statement “in favor of Secured party and the Other Secured Lenders as secured parties having equal priority.”

22. The UCC-1 that is attached as Exhibit “A” was thereafter filed by CBSG pursuant to the Exchange Note documents and specifically the Amended and Restated Security Agreement.

23. In view of the foregoing, no other investors – including the Chehebar Investors – who claim a security interest in CBSG based on UCC-1 Financial Statements filed after April 13, 2020 should have priority over the Funds and Investors who agreed to the Exchange Notes.

24. Albert Vagnozzi, as the Security Agent for such Funds and Investors, should be permitted to intervene in this matter to protect the priority of the security interests of the group of investors who agreed to the Exchange Notes.

**WHEREFORE**, Albert Vagnozzi respectfully requests the Court grant this Motion and permit him to Intervene in order to protect the priority of the security interests agreed to in the Exchange Note offerings as set forth in this Motion.

Respectfully submitted,

**BOCHETTO & LENTZ, P.C.**

1524 Locust Street

Philadelphia, PA 19102

Telephone: 215-735-3900

Fax: 215-735-2455

Email: [gbochetto@bochettoandlentz.com](mailto:gbochetto@bochettoandlentz.com)

Email: [mminsky@bochettoandlentz.com](mailto:mminsky@bochettoandlentz.com)

*/s/ Matthew L. Minsky*

*/s/ George Bochetto*

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

George Bochetto, Esquire

*Pro Hac Vice*

Matthew L. Minsky, Esquire

FBN: 1033408

*Attorneys for Proposed Intervenor*

*Albert Vagnozzi*

**CERTIFICATE OF SERVICE**

I **HEREBY CERTIFY** that the foregoing document was electronically filed June 6, 2024 with the CM/ECF filing portal, which will send a notice of electronic filing to all counsel of record.

Respectfully submitted, this 6th day of June 2024.

**BOCHETTO & LENTZ, P.C.**

1524 Locust Street

Philadelphia, PA 19102

Telephone: 215-735-3900

Fax: 215-735-2455

Email: [gbochetto@bochettoandlentz.com](mailto:gbochetto@bochettoandlentz.com)

Email: [mminsky@bochettoandlentz.com](mailto:mminsky@bochettoandlentz.com)

*/s/ Matthew L. Minsky*

*/s/ George Bochetto*

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

George Bochetto, Esquire

*Pro Hac Vice*

Matthew L. Minsky, Esquire

FBN: 1033408

*Attorneys for Dean Vagnozzi*

# **Exhibit "A"**



**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
<div style="border: 1px solid black; width: 80%; margin: auto; padding: 10px;"> <p>M. BURR KEIM COMPANY 2021 ARCH STREET PHILADELPHIA, PA 19103</p> </div>

Delaware Department of State  
 U.C.C. Filing Section  
 Filed: 10:15 AM 04/13/2020  
 U.C.C. Initial Filing No: 2020 2643429  
  
 Service Request No: 20202758059

**THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY**

1. **DEBTOR'S NAME:** Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here  and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME <b>Complete Business Solutions Group, Inc.</b>				
OR	1b. INDIVIDUAL'S SURNAME			
FIRST PERSONAL NAME		ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS <b>2000 PGA Blvd., Suite 44408</b>		CITY <b>Palm Beach Gardens</b>	STATE <b>FL</b>	POSTAL CODE <b>33408</b>
				COUNTRY <b>USA</b>

2. **DEBTOR'S NAME:** Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here  and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME			
FIRST PERSONAL NAME		ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

3. **SECURED PARTY'S NAME** (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME				
OR	3b. INDIVIDUAL'S SURNAME			
FIRST PERSONAL NAME		ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
<b>Vagnozzi, as representative of certain secured parties</b>		<b>Albert</b>		
3c. MAILING ADDRESS <b>21 W Front St, Suite 300</b>		CITY <b>Media</b>	STATE <b>PA</b>	POSTAL CODE <b>19063</b>
				COUNTRY <b>USA</b>

4. **COLLATERAL:** This financing statement covers the following collateral:

**All tangible and intangible personal property of Debtor, wherever located and whether now owned or hereafter acquired, including but not limited to, all accounts, contracts rights, general intangibles, chattel paper, machinery, equipment, goods, inventory, fixtures, investment property, letter of credit rights, supporting obligations, books and records, deposit accounts, bank accounts, documents and instruments, together with all proceeds thereof. Any term used in the Pennsylvania Uniform Commercial Code (as amended from time to time, the "UCC") and not defined in the Amended and Restated Security Agreement shall have the meaning given to the term in the UCC.**

5. Check only if applicable and check only one box: Collateral is  held in a Trust (see UCC1Ad, item 17 and instructions)  being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:  
 Public-Finance Transaction     Manufactured-Home Transaction     A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:  
 Agricultural Lien     Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable):  Lessee/Lessor     Consignee/Consignor     Seller/Buyer     Bailee/Bailor     Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

# Exhibit "B"

# Delaware

The First State

**CERTIFICATE**

SEARCHED JUNE 5, 2024 AT 1:39 P.M.  
FOR DEBTOR, COMPLETE BUSINESS SOLUTIONS GROUP, INC.

1 OF 41 FINANCING STATEMENT 20202643429

EXPIRATION DATE: 04/13/2025

DEBTOR: COMPLETE BUSINESS SOLUTIONS GROUP, INC.

2000 PGA BLVD., SUITE 44408 ADDED 04-13-20

PALM BEACH GARDENS, FL US 33408

SECURED: VAGNOZZI, ALBERT

21 W FRONT ST, SUITE 300 ADDED 04-13-20

MEDIA, PA US 19063

**F I L I N G H I S T O R Y**

20202643429 FILED 04-13-20 AT 10:15 A.M. FINANCING STATEMENT

2 OF 41 FINANCING STATEMENT 20202744946

EXPIRATION DATE: 04/16/2025

DEBTOR: COMPLETE BUSINESS SOLUTIONS GROUP, INC.

20 NORTH 3RD STREET ADDED 04-16-20

PHILADELPHIA, PA US 19106



*Jeffrey W. Bullock*  
Jeffrey W. Bullock, Secretary of State

20257400493-UCC11  
SR# 20242781839

Authentication: 203637552  
Date: 06-05-24

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

# Delaware

The First State

**SECURED:** LINDSAY BLAKE, INC.

11 CAYUGA CT.

ADDED 04-16-20

SPRINGFIELD

SPRINGFIELD, NJ US 07081

### F I L I N G H I S T O R Y

20202744946 FILED 04-16-20 AT 2:58 P.M. FINANCING STATEMENT

3 OF 41

FINANCING STATEMENT

20202745331

EXPIRATION DATE: 04/16/2025

**DEBTOR:** COMPLETE BUSINESS SOLUTIONS GROUP, INC.

20 NORTH 3RD STREET

ADDED 04-16-20

PHILADELPHIA, PA US 19106

**SECURED:** FREI, ROBERT

11 CAYUGA CT.

ADDED 04-16-20

SPRINGFIELD

SPRINGFIELD, NJ US 07081

### F I L I N G H I S T O R Y



*Jeffrey W. Bullock*  
Jeffrey W. Bullock, Secretary of State

20257400493-UCC11  
SR# 20242781839

Authentication: 203637552  
Date: 06-05-24

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

# Delaware

The First State

20202745331 FILED 04-16-20 AT 3:06 P.M. FINANCING STATEMENT

4 OF 41 FINANCING STATEMENT 20202918177

EXPIRATION DATE: 04/23/2025

DEBTOR: COMPLETE BUSINESS SOLUTIONS GROUP, INC.

20 NORTH 3RD ST ADDED 04-23-20

PHILADELPHIA, PA US 19106

SECURED: FREI, RUTH

52 WOODHAVEN DRIVE ADDED 04-23-20

NEW CITY, NY US 10956

SECURED: FREI, STEVEN

52 WOODHAVEN DRIVE ADDED 04-23-20

NEW CITY, NY US 10956

### F I L I N G H I S T O R Y

20202918177 FILED 04-23-20 AT 4:29 P.M. FINANCING STATEMENT

5 OF 41 FINANCING STATEMENT 20202918821

EXPIRATION DATE: 04/23/2025



*Jeffrey W. Bullock*  
Jeffrey W. Bullock, Secretary of State

20257400493-UCC11  
SR# 20242781839

Authentication: 203637552  
Date: 06-05-24

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

# Delaware

The First State

**DEBTOR:** COMPLETE BUSINESS SOLUTIONS GROUP, INC.  
 20 NORTH 3RD ST ADDED 04-23-20  
 PHILADELPHIA, PA US 19106

**SECURED:** FARBER, STEPHEN  
 78 EVERETT STREET ADDED 04-23-20  
 CLOSTER, NJ US 07624

**SECURED:** FARBER, KAREN  
 78 EVERETT STREET ADDED 04-23-20  
 CLOSTER, NJ US 07624

### F I L I N G H I S T O R Y

20202918821 FILED 04-23-20 AT 4:43 P.M. FINANCING STATEMENT

6 OF 41 FINANCING STATEMENT 20202919761

EXPIRATION DATE: 04/23/2025

**DEBTOR:** COMPLETE BUSINESS SOLUTIONS GROUP, INC.  
 20 NORTH 3RD ST ADDED 04-23-20  
 PHILADELPHIA, PA US 19106

**SECURED:** SIEGEL, DANIEL



*Jeffrey W. Bullock*  
 Jeffrey W. Bullock, Secretary of State

20257400493-UCC11  
 SR# 20242781839

Authentication: 203637552  
 Date: 06-05-24

# Delaware

The First State

10 PINE COURT

ADDED 04-23-20

WESTFIELD, NJ US 07090

F I L I N G H I S T O R Y

20202919761 FILED 04-23-20 AT 5:03 P.M. FINANCING STATEMENT

7 OF 41

FINANCING STATEMENT

20202919928

EXPIRATION DATE: 04/23/2025

DEBTOR: COMPLETE BUSINESS SOLUTIONS GROUP, INC.

20 NORTH 3RD ST

ADDED 04-23-20

PHILADELPHIA, PA US 19106

SECURED: KATZ, MICHAEL

320 S. SCOTCH PLAINS AVE

ADDED 04-23-20

WESTFIELD, NJ US 07090

F I L I N G H I S T O R Y

20202919928 FILED 04-23-20 AT 5:09 P.M. FINANCING STATEMENT

8 OF 41

FINANCING STATEMENT

20203223866



*Jeffrey W. Bullock*  
Jeffrey W. Bullock, Secretary of State

20257400493-UCC11  
SR# 20242781839

Authentication: 203637552  
Date: 06-05-24

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

# Delaware

The First State

*EXPIRATION DATE: 05/06/2025*

*DEBTOR: COMPLETE BUSINESS SOLUTIONS GROUP, INC.*

*141 2ND STREET ADDED 05-06-20*

*PHILADELPHIA, PA US 19106*

*SECURED: PAR EQUITY FUND 1 LENDERS LLC*

*948 KILMER LN ADDED 05-06-20*

*VALLEY STREAM, NY US 11581*

### F I L I N G H I S T O R Y

*20203223866 FILED 05-06-20 AT 3:20 P.M. FINANCING STATEMENT*

*9 OF 41*

*FINANCING STATEMENT*

*20203223973*

*EXPIRATION DATE: 05/06/2025*

*DEBTOR: COMPLETE BUSINESS SOLUTIONS GROUP, INC.*

*20 N 3RD STREET ADDED 05-06-20*

*PHILADELPHIA, PA US 19106*

*SECURED: PAR EQUITY FUND 1 LENDERS LLC*

*948 KILMER LN ADDED 05-06-20*

*VALLEY STREAM, NY US 11581*



*Jeffrey W. Bullock, Secretary of State*

20257400493-UCC11  
SR# 20242781839

Authentication: 203637552  
Date: 06-05-24

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)



# Delaware

The First State

F I L I N G H I S T O R Y

20203223973 FILED 05-06-20 AT 3:20 P.M. FINANCING STATEMENT

10 OF 41 FINANCING STATEMENT 20203516228

EXPIRATION DATE: 05/19/2025

DEBTOR: COMPLETE BUSINESS SOLUTIONS GROUP, INC.

20900 NE 30TH AVENUE, SUITE 307 ADDED 05-19-20

MIAMI, FL US 33180

SECURED: TERZI, JACK

5 OCEAN PLACE ADDED 05-19-20

LOCH ARBOUR, NJ US 07711

F I L I N G H I S T O R Y

20203516228 FILED 05-19-20 AT 11:38 A.M. FINANCING STATEMENT

11 OF 41 FINANCING STATEMENT 20203516368

EXPIRATION DATE: 05/19/2025

DEBTOR: COMPLETE BUSINESS SOLUTIONS GROUP, INC.

141 2ND STREET ADDED 05-19-20



*Jeffrey W. Bullock*  
Jeffrey W. Bullock, Secretary of State

20257400493-UCC11  
SR# 20242781839

Authentication: 203637552  
Date: 06-05-24

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

# Delaware

The First State

PHILADELPHIA, PA US 19106

SECURED: TERZI, JACK

5 OCEAN PLACE

ADDED 05-19-20

LOCH ARBOUR, NJ US 07711

### F I L I N G H I S T O R Y

20203516368 FILED 05-19-20 AT 11:43 A.M. FINANCING STATEMENT

12 OF 41

FINANCING STATEMENT

20203516525

EXPIRATION DATE: 05/19/2025

DEBTOR: COMPLETE BUSINESS SOLUTIONS GROUP, INC.

141 2ND STREET

ADDED 05-19-20

PHILADELPHIA, PA US 19106

SECURED: JACK TERZI FBO COMMUNAL FUND

5 OCEAN PLACE

ADDED 05-19-20

LOCH ARBOUR, NJ US 07711

### F I L I N G H I S T O R Y

20203516525 FILED 05-19-20 AT 11:48 A.M. FINANCING STATEMENT



*Jeffrey W. Bullock*  
Jeffrey W. Bullock, Secretary of State

20257400493-UCC11  
SR# 20242781839

Authentication: 203637552  
Date: 06-05-24

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

# Delaware

The First State

13 OF 41

FINANCING STATEMENT

20205449105

EXPIRATION DATE: 08/07/2025

DEBTOR: COMPLETE BUSINESS SOLUTIONS GROUP, INC.

2000 PGA BLVD.,

ADDED 08-07-20

SUITE 4440

PALM BEACH GARDENS, FL US 33408

SECURED: CHEHEBAR, EZRA

1407 BROADWAY,

ADDED 08-07-20

SUITE 503

NEW YORK, NY US 10018

### F I L I N G H I S T O R Y

20205449105 FILED 08-07-20 AT 4:11 P.M. FINANCING STATEMENT

14 OF 41

FINANCING STATEMENT

20205450053

EXPIRATION DATE: 08/07/2025

DEBTOR: COMPLETE BUSINESS SOLUTIONS GROUP, INC.

2000 PGA BLVD.,

ADDED 08-07-20



*Jeffrey W. Bullock*  
Jeffrey W. Bullock, Secretary of State

20257400493-UCC11  
SR# 20242781839

Authentication: 203637552  
Date: 06-05-24

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

# Delaware

The First State

SUITE 4440

PALM BEACH GARDENS, FL US 33408

SECURED: CHEHEBAR, JOSEF

1407 BROADWAY,

ADDED 08-07-20

SUITE 503

NEW YORK, NY US 10018

### F I L I N G H I S T O R Y

20205450053 FILED 08-07-20 AT 4:11 P.M. FINANCING STATEMENT

15 OF 41

FINANCING STATEMENT

20205449519

EXPIRATION DATE: 08/07/2025

DEBTOR: COMPLETE BUSINESS SOLUTIONS GROUP, INC.

2000 PGA BLVD.,

ADDED 08-07-20

SUITE 4440

PALM BEACH GARDENS, FL US 33408

SECURED: CHEHEBAR, ALBERT

1407 BROADWAY,

ADDED 08-07-20

SUITE 503

NEW YORK, NY US 10018



*Jeffrey W. Bullock*  
Jeffrey W. Bullock, Secretary of State

20257400493-UCC11  
SR# 20242781839

Authentication: 203637552  
Date: 06-05-24

# Delaware

The First State

F I L I N G H I S T O R Y

20205449519 FILED 08-07-20 AT 4:12 P.M. FINANCING STATEMENT

16 OF 41 FINANCING STATEMENT 20205449659

EXPIRATION DATE: 08/07/2025

DEBTOR: COMPLETE BUSINESS SOLUTIONS GROUP, INC.

2000 PGA BLVD., ADDED 08-07-20

SUITE 4440

PALM BEACH GARDENS, FL US 33408

SECURED: CHEHEBAR, JOSEF

1407 BROADWAY, ADDED 08-07-20

SUITE 503

NEW YORK, NY US 10018

F I L I N G H I S T O R Y

20205449659 FILED 08-07-20 AT 4:12 P.M. FINANCING STATEMENT

17 OF 41 FINANCING STATEMENT 20205449907



*Jeffrey W. Bullock*  
Jeffrey W. Bullock, Secretary of State

20257400493-UCC11  
SR# 20242781839

Authentication: 203637552  
Date: 06-05-24

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

# Delaware

The First State

*EXPIRATION DATE: 08/07/2025*

*DEBTOR: COMPLETE BUSINESS SOLUTIONS GROUP, INC.*

*2000 PGA BLVD., ADDED 08-07-20*

*SUITE 4440*

*PALM BEACH GARDENS, FL US 33408*

*SECURED: CHEHEBAR, ALBERT*

*1407 BROADWAY, ADDED 08-07-20*

*SUITE 503*

*NEW YORK, NY US 10018*

### F I L I N G H I S T O R Y

*20205449907 FILED 08-07-20 AT 4:12 P.M. FINANCING STATEMENT*

*18 OF 41*

*FINANCING STATEMENT*

*20205450772*

*EXPIRATION DATE: 08/07/2025*

*DEBTOR: COMPLETE BUSINESS SOLUTIONS GROUP, INC.*

*2000 PGA BLVD., ADDED 08-07-20*

*SUITE 4440*

*PALM BEACH GARDENS, FL US 33408*



*Jeffrey W. Bullock, Secretary of State*

20257400493-UCC11  
SR# 20242781839

Authentication: 203637552  
Date: 06-05-24

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

# Delaware

The First State

**SECURED:** EZRA SHEHEBAR LLC  
1407 BROADWAY, **ADDED** 08-07-20  
SUITE 503  
NEW YORK, NY US 10018

F I L I N G H I S T O R Y

20205450772 FILED 08-07-20 AT 4:12 P.M. FINANCING STATEMENT

19 OF 41 FINANCING STATEMENT 20205451127

**DEBTOR:** EXPIRATION DATE: 08/07/2025  
COMPLETE BUSINESS SOLUTIONS GROUP, INC.  
2000 PGA BLVD., **ADDED** 08-07-20  
SUITE 4440  
PALM BEACH GARDENS, FL US 33408

**SECURED:** CHEHEBAR, MICHAEL  
1407 BROADWAY, **ADDED** 08-07-20  
SUITE 503  
NEW YORK, NY US 10018



*Jeffrey W. Bullock*  
Jeffrey W. Bullock, Secretary of State

20257400493-UCC11  
SR# 20242781839

Authentication: 203637552  
Date: 06-05-24

# Delaware

The First State

F I L I N G H I S T O R Y

20205451127 FILED 08-07-20 AT 4:12 P.M. FINANCING STATEMENT

20 OF 41

FINANCING STATEMENT

20205451945

EXPIRATION DATE: 08/07/2025

DEBTOR: COMPLETE BUSINESS SOLUTIONS GROUP, INC.

2000 PGA BLVD.,

ADDED 08-07-20

SUITE 4440

PALM BEACH GARDENS, FL US 33408

SECURED: GEMJ CHEHEBAR GRAT, LLC

1407 BROADWAY,

ADDED 08-07-20

SUITE 503

NEW YORK, NY US 10018

F I L I N G H I S T O R Y

20205451945 FILED 08-07-20 AT 4:12 P.M. FINANCING STATEMENT

21 OF 41

FINANCING STATEMENT

20205452414

EXPIRATION DATE: 08/07/2025



*Jeffrey W. Bullock*  
Jeffrey W. Bullock, Secretary of State

20257400493-UCC11  
SR# 20242781839

Authentication: 203637552  
Date: 06-05-24

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)



# Delaware

The First State

**DEBTOR:** COMPLETE BUSINESS SOLUTIONS GROUP, INC.

2000 PGA BLVD.,

ADDED 08-07-20

SUITE 4440

PALM BEACH GARDENS, FL US 33408

**SECURED:** GAMED LLC

1407 BROADWAY,

ADDED 08-07-20

SUITE 503

NEW YORK, NY US 10018

## F I L I N G H I S T O R Y

20205452414 FILED 08-07-20 AT 4:12 P.M. FINANCING STATEMENT

22 OF 41

FINANCING STATEMENT

20205448891

EXPIRATION DATE: 08/07/2025

**DEBTOR:** COMPLETE BUSINESS SOLUTIONS GROUP, INC.

2000 PGA BLVD.,

ADDED 08-07-20

SUITE 4440

PALM BEACH GARDENS, FL US 33408

**SECURED:** CHEHEBAR, CHERIE



*Jeffrey W. Bullock*  
Jeffrey W. Bullock, Secretary of State

20257400493-UCC11  
SR# 20242781839

Authentication: 203637552  
Date: 06-05-24

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

# Delaware

The First State

1407 BROADWAY,

ADDED 08-07-20

SUITE 503

NEW YORK, NY US 10018

F I L I N G H I S T O R Y

20205448891 FILED 08-07-20 AT 4:13 P.M. FINANCING STATEMENT

23 OF 41

FINANCING STATEMENT

20205450418

EXPIRATION DATE: 08/07/2025

DEBTOR: COMPLETE BUSINESS SOLUTIONS GROUP, INC.

2000 PGA BLVD.,

ADDED 08-07-20

SUITE 4440

PALM BEACH GARDENS, FL US 33408

SECURED: CHEHEBAR, JOSEF

1407 BROADWAY,

ADDED 08-07-20

SUITE 503

NEW YORK, NY US 10018

F I L I N G H I S T O R Y



*Jeffrey W. Bullock*  
Jeffrey W. Bullock, Secretary of State

20257400493-UCC11  
SR# 20242781839

Authentication: 203637552  
Date: 06-05-24

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

# Delaware

The First State

20205450418 FILED 08-07-20 AT 4:13 P.M. FINANCING STATEMENT

24 OF 41 FINANCING STATEMENT 20205450640

DEBTOR: EXPIRATION DATE: 08/07/2025  
COMPLETE BUSINESS SOLUTIONS GROUP, INC.

2000 PGA BLVD., ADDED 08-07-20

SUITE 4440

PALM BEACH GARDENS, FL US 33408

SECURED: GEMJ CHEHEBAR GRAT, LLC

1407 BROADWAY, ADDED 08-07-20

SUITE 503

NEW YORK, NY US 10018

### F I L I N G H I S T O R Y

20205450640 FILED 08-07-20 AT 4:13 P.M. FINANCING STATEMENT

25 OF 41 FINANCING STATEMENT 20205452430

DEBTOR: EXPIRATION DATE: 08/07/2025  
COMPLETE BUSINESS SOLUTIONS GROUP, INC.



*Jeffrey W. Bullock*  
Jeffrey W. Bullock, Secretary of State

20257400493-UCC11  
SR# 20242781839

Authentication: 203637552  
Date: 06-05-24

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

# Delaware

The First State

2000 PGA BLVD., ADDED 08-07-20

SUITE 4440

PALM BEACH GARDENS, FL US 33408

**SECURED:** CHEHEBAR, STEVEN

1407 BROADWAY, ADDED 08-07-20

SUITE 503

NEW YORK, NY US 10018

### F I L I N G H I S T O R Y

20205452430 FILED 08-07-20 AT 4:13 P.M. FINANCING STATEMENT

26 OF 41 FINANCING STATEMENT 20205452646

EXPIRATION DATE: 08/07/2025

**DEBTOR:** COMPLETE BUSINESS SOLUTIONS GROUP, INC.

2000 PGA BLVD., ADDED 08-07-20

SUITE 4440

PALM BEACH GARDENS, FL US 33408

**SECURED:** GEMJ CHEHEBAR GRAT, LLC

1407 BROADWAY, ADDED 08-07-20



*Jeffrey W. Bullock*  
Jeffrey W. Bullock, Secretary of State

20257400493-UCC11  
SR# 20242781839

Authentication: 203637552  
Date: 06-05-24

# Delaware

The First State

SUITE 503

NEW YORK, NY US 10018

### F I L I N G H I S T O R Y

20205452646 FILED 08-07-20 AT 4:13 P.M. FINANCING STATEMENT

27 OF 41

FINANCING STATEMENT

20205447877

EXPIRATION DATE: 08/07/2025

DEBTOR: COMPLETE BUSINESS SOLUTIONS GROUP, INC.

2000 PGA BLVD.,

ADDED 08-07-20

SUITE 4440

PALM BEACH GARDENS, FL US 33408

SECURED: CHEHEBAR, MICHAEL

1407 BROADWAY,

ADDED 08-07-20

SUITE 503

NEW YORK, NY US 10018

### F I L I N G H I S T O R Y

20205447877 FILED 08-07-20 AT 4:14 P.M. FINANCING STATEMENT



*Jeffrey W. Bullock*  
Jeffrey W. Bullock, Secretary of State

20257400493-UCC11  
SR# 20242781839

Authentication: 203637552  
Date: 06-05-24

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

# Delaware

The First State

28 OF 41

FINANCING STATEMENT

20205448693

EXPIRATION DATE: 08/07/2025

DEBTOR: COMPLETE BUSINESS SOLUTIONS GROUP, INC.

2000 PGA BLVD.,

ADDED 08-07-20

SUITE 4440

PALM BEACH GARDENS, FL US 33408

SECURED: SHEHEBAR, ISAAC

1407 BROADWAY,

ADDED 08-07-20

SUITE 503

NEW YORK, NY US 10018

### F I L I N G H I S T O R Y

20205448693 FILED 08-07-20 AT 4:14 P.M. FINANCING STATEMENT

29 OF 41

FINANCING STATEMENT

20205449311

EXPIRATION DATE: 08/07/2025

DEBTOR: COMPLETE BUSINESS SOLUTIONS GROUP, INC.

2000 PGA BLVD.,

ADDED 08-07-20



*Jeffrey W. Bullock*  
Jeffrey W. Bullock, Secretary of State

20257400493-UCC11  
SR# 20242781839

Authentication: 203637552  
Date: 06-05-24

# Delaware

The First State

SUITE 4440

PALM BEACH GARDENS, FL US 33408

SECURED: CHEHEBAR, EZRA

1407 BROADWAY,

ADDED 08-07-20

SUITE 503

NEW YORK, NY US 10018

### F I L I N G H I S T O R Y

20205449311 FILED 08-07-20 AT 4:14 P.M. FINANCING STATEMENT

30 OF 41

FINANCING STATEMENT

20205450525

EXPIRATION DATE: 08/07/2025

DEBTOR: COMPLETE BUSINESS SOLUTIONS GROUP, INC.

2000 PGA BLVD.,

ADDED 08-07-20

SUITE 4440

PALM BEACH GARDENS, FL US 33408

SECURED: SHE'ERIT EZRA

1407 BROADWAY,

ADDED 08-07-20

SUITE 503

NEW YORK, NY US 10018



*Jeffrey W. Bullock*  
Jeffrey W. Bullock, Secretary of State

20257400493-UCC11  
SR# 20242781839

Authentication: 203637552  
Date: 06-05-24

# Delaware

The First State

F I L I N G H I S T O R Y

20205450525 FILED 08-07-20 AT 4:14 P.M. FINANCING STATEMENT

31 OF 41 FINANCING STATEMENT 20205451663

EXPIRATION DATE: 08/07/2025

DEBTOR: COMPLETE BUSINESS SOLUTIONS GROUP, INC.

2000 PGA BLVD., ADDED 08-07-20

SUITE 4440

PALM BEACH GARDENS, FL US 33408

SECURED: GEMJ CHEHEBAR GRAT, LLC

1407 BROADWAY, ADDED 08-07-20

SUITE 503

NEW YORK, NY US 10018

F I L I N G H I S T O R Y

20205451663 FILED 08-07-20 AT 4:14 P.M. FINANCING STATEMENT

32 OF 41 FINANCING STATEMENT 20205452547



*Jeffrey W. Bullock*  
Jeffrey W. Bullock, Secretary of State

20257400493-UCC11  
SR# 20242781839

Authentication: 203637552  
Date: 06-05-24

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)



# Delaware

The First State

*EXPIRATION DATE: 08/07/2025*

*DEBTOR: COMPLETE BUSINESS SOLUTIONS GROUP, INC.*

*2000 PGA BLVD., ADDED 08-07-20*

*SUITE 4440*

*PALM BEACH GARDENS, FL US 33408*

*SECURED: CHEHEBAR, JOYCE*

*1407 BROADWAY, ADDED 08-07-20*

*SUITE 503*

*NEW YORK, NY US 10018*

### F I L I N G H I S T O R Y

*20205452547 FILED 08-07-20 AT 4:14 P.M. FINANCING STATEMENT*

*33 OF 41*

*FINANCING STATEMENT*

*20205452695*

*EXPIRATION DATE: 08/07/2025*

*DEBTOR: COMPLETE BUSINESS SOLUTIONS GROUP, INC.*

*2000 PGA BLVD., ADDED 08-07-20*

*SUITE 4440*

*PALM BEACH GARDENS, FL US 33408*



*Jeffrey W. Bullock, Secretary of State*

20257400493-UCC11  
SR# 20242781839

Authentication: 203637552  
Date: 06-05-24

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)



# Delaware

The First State

F I L I N G H I S T O R Y

20205448545 FILED 08-07-20 AT 4:15 P.M. FINANCING STATEMENT

35 OF 41

FINANCING STATEMENT

20205448628

EXPIRATION DATE: 08/07/2025

DEBTOR: COMPLETE BUSINESS SOLUTIONS GROUP, INC.

2000 PGA BLVD.,

ADDED 08-07-20

SUITE 4440

PALM BEACH GARDENS, FL US 33408

SECURED: SHEHEBAR, EZRA

1407 BROADWAY,

ADDED 08-07-20

SUITE 503

NEW YORK, NY US 10018

F I L I N G H I S T O R Y

20205448628 FILED 08-07-20 AT 4:15 P.M. FINANCING STATEMENT

36 OF 41

FINANCING STATEMENT

20205449808

EXPIRATION DATE: 08/07/2025



*Jeffrey W. Bullock*  
Jeffrey W. Bullock, Secretary of State

20257400493-UCC11  
SR# 20242781839

Authentication: 203637552  
Date: 06-05-24

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

# Delaware

The First State

**DEBTOR:** COMPLETE BUSINESS SOLUTIONS GROUP, INC.

2000 PGA BLVD.,

ADDED 08-07-20

SUITE 4440

PALM BEACH GARDENS, FL US 33408

**SECURED:** HALIBI, DANIELLE

1407 BROADWAY,

ADDED 08-07-20

SUITE 503

NEW YORK, NY US 10018

## F I L I N G H I S T O R Y

20205449808 FILED 08-07-20 AT 4:15 P.M. FINANCING STATEMENT

37 OF 41

FINANCING STATEMENT

20205450368

EXPIRATION DATE: 08/07/2025

**DEBTOR:** COMPLETE BUSINESS SOLUTIONS GROUP, INC.

2000 PGA BLVD.,

ADDED 08-07-20

SUITE 4440

PALM BEACH GARDENS, FL US 33408

**SECURED:** CHEHEBAR, ALBERT



  
Jeffrey W. Bullock, Secretary of State

20257400493-UCC11  
SR# 20242781839

Authentication: 203637552  
Date: 06-05-24

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

# Delaware

The First State

1407 BROADWAY,

ADDED 08-07-20

SUITE 503

NEW YORK, NY US 10018

F I L I N G H I S T O R Y

20205450368 FILED 08-07-20 AT 4:15 P.M. FINANCING STATEMENT

38 OF 41

FINANCING STATEMENT

20205451234

EXPIRATION DATE: 08/07/2025

DEBTOR: COMPLETE BUSINESS SOLUTIONS GROUP, INC.

2000 PGA BLVD.,

ADDED 08-07-20

SUITE 4440

PALM BEACH GARDENS, FL US 33408

SECURED: ISAAC SHEHEBAR 2008 AIJJ GRANTOR RETAINED ANNUITY TRUST

1407 BROADWAY,

ADDED 08-07-20

SUITE 503

NEW YORK, NY US 10018

F I L I N G H I S T O R Y



*Jeffrey W. Bullock*  
Jeffrey W. Bullock, Secretary of State

20257400493-UCC11  
SR# 20242781839

Authentication: 203637552  
Date: 06-05-24

# Delaware

The First State

20205451234 FILED 08-07-20 AT 4:15 P.M. FINANCING STATEMENT

39 OF 41 FINANCING STATEMENT 20205451457

DEBTOR: EXPIRATION DATE: 08/07/2025  
COMPLETE BUSINESS SOLUTIONS GROUP, INC.

2000 PGA BLVD., ADDED 08-07-20

SUITE 4440

PALM BEACH GARDENS, FL US 33408

SECURED: GEMJ CHEHEBAR GRAT, LLC

1407 BROADWAY, ADDED 08-07-20

SUITE 503

NEW YORK, NY US 10018

### F I L I N G H I S T O R Y

20205451457 FILED 08-07-20 AT 4:16 P.M. FINANCING STATEMENT

40 OF 41 FINANCING STATEMENT 20205451580

DEBTOR: EXPIRATION DATE: 08/07/2025  
COMPLETE BUSINESS SOLUTIONS GROUP, INC.



*Jeffrey W. Bullock*  
Jeffrey W. Bullock, Secretary of State

20257400493-UCC11  
SR# 20242781839

Authentication: 203637552  
Date: 06-05-24

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

# Delaware

The First State

2000 PGA BLVD., ADDED 08-07-20

SUITE 4440

PALM BEACH GARDENS, FL US 33408

**SECURED:** CHEHEBAR, MICHAEL

1407 BROADWAY, ADDED 08-07-20

SUITE 503

NEW YORK, NY US 10018

### F I L I N G H I S T O R Y

20205451580 FILED 08-07-20 AT 4:16 P.M. FINANCING STATEMENT

41 OF 41 FINANCING STATEMENT 20205660248

EXPIRATION DATE: 08/17/2025

**DEBTOR:** COMPLETE BUSINESS SOLUTIONS GROUP, INC.

2000 PGA BLVD., SUITE 4440 ADDED 08-17-20

PALM BEACH GARDENS, FL US 33408

**SECURED:** CHERA, RICHARD

667 MADISON AVE. 12TH FLOOR ADDED 08-17-20

NEW YORK, NY US 10065



*Jeffrey W. Bullock*  
Jeffrey W. Bullock, Secretary of State

20257400493-UCC11  
SR# 20242781839

Authentication: 203637552  
Date: 06-05-24

# Delaware

Page 30

The First State

**F I L I N G   H I S T O R Y**

**20205660248      FILED 08-17-20      AT 1:10 P.M.      FINANCING STATEMENT**

**E N D   O F   F I L I N G   H I S T O R Y**

**THE UNDERSIGNED FILING OFFICER HEREBY CERTIFIES THAT THE ABOVE LISTING IS A RECORD OF ALL PRESENTLY EFFECTIVE FINANCING STATEMENTS, FEDERAL TAX LIENS AND UTILITY SECURITY INSTRUMENTS FILED IN THIS OFFICE WHICH NAME THE ABOVE DEBTOR, COMPLETE BUSINESS SOLUTIONS GROUP, INC. AS OF MAY 17, 2024 AT 11:59 P.M.**



  
Jeffrey W. Bullock, Secretary of State

20257400493-UCC11  
SR# 20242781839

Authentication: 203637552  
Date: 06-05-24

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)



# Exhibit "C"

**APPOINTMENT AS SECURITY AGENT**

Reference is made to those Amended and Restated Note Purchase Agreements (the “Restated Note Purchase Agreements”) entered into by Complete Business Solutions Group, Inc. (the “Company”) and the parties set forth on Schedule A attached hereto (each, a “Purchaser” and collectively, the “Purchasers”). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Restated Note Purchase Agreements.

The undersigned, Albert Vagnozzi, hereby accepts the appointment as Security Agent pursuant to the Restated Note Purchase Agreements, and agrees to perform the obligations set forth in the Restated Note Purchase Agreements and Other Restated Loan Documents (as defined therein) in accordance with the terms thereof, including:

- i. executing subordination agreements on behalf of Purchasers with respect to New Senior Indebtedness pursuant to the Restated Note Purchase Agreements;
- ii. acting as representative of Purchasers in the filing of the UCC-1 financing statement, and any continuations or amendments thereto, pursuant to the Restated Security Agreement; and
- iii. taking such other actions, from time to time, upon the written instruction of the holders of at least a majority of the then-outstanding balances of the Restated Notes.

The undersigned acknowledges and agrees that Schedule A attached hereto may be updated from time to time by the Company to reflect additional Purchasers and Other Secured Lenders (as such term is defined in the Restated Note Purchase Agreements).

  
Albert Vagnozzi

Dated: April 8, 2020  


# Exhibit "D"

Name: **CAPRICORN INCOME FUND**  
Restated Note Amount: **\$18,694,211.16**

**CONFIDENTIAL**

**COMPLETE BUSINESS SOLUTIONS GROUP, INC.**

**EXCHANGE OFFER OF OUTSTANDING NOTES FOR  
AMENDED AND RESTATED NOTES**

Complete Business Solutions Group, Inc., a Delaware corporation (the "Company") d/b/a PAR Funding, is offering to exchange all issued and outstanding notes to which the Company granted a security interest in the tangible and intangible personal property of the Company (the "Outstanding Notes") for new notes in the amount of the aggregate and outstanding balance of the Outstanding Note as of the Effective Date (as defined herein) (taking into account the moratorium on interest – See Recent Developments) but with a different term, interest rate and repayment schedule that was applicable to the Outstanding Notes and as to which the Company will grant a similar security interest in its tangible and intangible personal property (the "Restated Notes").

The exchange offerees are all persons who are current holders of the Outstanding Notes.

The exchange offer expires at 5:00 pm, Eastern Daylight Time, on April 24, 2020, unless extended in the sole discretion of the Company (the "Expiration Date").

The exchange offer is not conditioned upon the acceptance of the exchange offer by a minimum number of holders of Outstanding Notes or a minimum aggregate principal amount of Outstanding Notes by the Expiration Date.

In all respects, the information contained herein is qualified in its entirety by reference to the Amended and Restated Note Purchase Agreement appearing in Exhibit A hereto (the "Restated Note Purchase Agreement"), the Amended and Restated Non-Negotiable, Non-Transferable Term Promissory Note appearing in Exhibit B hereto (the "Restated Note") and the Amended and Restated Security Agreement appearing in Exhibit C hereto (the "Restated Security Agreement"), all of which are incorporated by reference herein. ***Each person receiving this exchange offer is encouraged to read these documents carefully.***

Execution and submission of the above-referenced documents to the Company by the holder of an Outstanding Note constitutes an irrevocable acceptance of the exchange offer and after submitting them to the Company, the holder of the Outstanding Note has no right to withdraw his acceptance of the exchange offer.

Due to the exigencies described under "Recent Developments," the Company intends to counter-sign the Restated Note Purchase Agreement, Restated Note and Restated Security Agreement upon receipt.

Certain risks associated with the exchange offer appear on page 3.

**Neither the U.S. Securities and Exchange Commission ("SEC") nor any state securities commission has passed upon the merits of the exchange offer or the accuracy or adequacy of this document or exhibits thereto. It is unlawful to make any representation to the contrary.**

**The date of this Exchange Offer is April 8, 2020.**

**The Restated Notes have not been registered under the Securities Act of 1933, as amended (“1933 Act”) or any state securities laws in good faith reliance upon an exemption from registration for offerings made in reliance on Rule 506(b) of SEC Regulation D.**

**This Exchange Offer does not constitute an offer of securities in any jurisdiction in which, or to any person to whom, it is not permitted.**

**Neither the delivery of this Exchange Offer nor any sale made pursuant thereto shall create any implication that the information contained herein is correct as of any time subsequent to the date hereof or any supplement thereto.**

**Exchange offerees are not to construe this Exchange Offer or information provided by professionals who have been engaged by the Company to render professional services in connection with the preparation of this Exchange Offer as constituting legal, tax, accounting or investment advice. Exchange offerees should consult their own legal, tax, accounting and financial advisors with respect to acceptance of the exchange offer.**

**This Exchange Offer does not address any resales of Restated Notes during or after completion of the exchange offer and no person is authorized to make use of this document in connection with any resale.**

### **FORWARD LOOKING STATEMENTS**

This document may contain various forward-looking statements which may include statements about expectations, beliefs, plans, objectives, assumptions or future events which are not historical facts and may be forward-looking. These forward-looking statements often can be, but are not always, identified by the use of words such as “assume,” “expect,” “intend,” “plan,” “project,” “believe,” “estimate,” “predict,” “anticipate,” “may,” “might,” “should,” “could,” “goal,” “potential” and similar expressions. Should any statement containing these words included herein not materialize or should any or all underlying assumptions prove to be incorrect, actual results or outcomes may vary materially from those described herein as anticipated, believed, estimated, expected or intended. The Company does not promise to update forward looking information to reflect actual results or changes to assumptions or other factors that could affect such information.

### **THE COMPANY**

The Company provides small and mid-size businesses with various financing options to fund their day-to-day operations and growth. A significant service provided by the Company to these customers is an agreement to advance funds to the customer in exchange for an obligation on the customer to sell future receivables to the Company at stated periods which often is referred to as merchant cash advances (“MCA”).

Joe Cole is the Chief Financial Officer of the Company and is the person to whom exchange offerees may ask questions or request additional information concerning this exchange offer. No other person is authorized to give information or make any representation not contained herein.

Mr. Cole can be contacted by email at [joecole@parfunding.com](mailto:joecole@parfunding.com). The Company's principal office is located at 2000 PGA Blvd., Suite 4440, Palm Beach Gardens, FL 33408.

### RECENT DEVELOPMENTS

The COVID-19 pandemic in the United States has resulted in government orders in almost all states for non-essential businesses to close and for the population of those states to isolate themselves at home. These government measures have wiped out the ability of the Company's customer base to satisfy their MCA obligations to the Company.

To address this dramatic loss of revenue to the Company and to preserve its ability to continue as a going concern, the Company has taken several important steps. The first step was to declare a moratorium on payment of interest on all Outstanding Notes with no exceptions, effective March 16, 2020.

The second step is to restructure the terms of the Outstanding Notes through this exchange offer by lowering the interest rate and lengthening the term. Although the Restated Note will mature and be payable on the seventh anniversary of the Effective Date as defined in the Restated Note, it offers holders of the Outstanding Notes the opportunity for the return of principal which opportunity would be lost if the Company were to cease operations and declare bankruptcy. By accepting the exchange offer, the Company believes it will have a path toward repayment of its debt.

The Company's management team remains strong and is committed to continuing the Company as a going concern but this can only happen if the exchange offer is accepted by substantially all of the holders of the Outstanding Notes. The third step being taken by the Company is to identify potential sources of new capital, primarily from institutional investors.

### RISKS RELATING TO THE EXCHANGE OFFER

***If the exchange offer is not accepted by substantially all of the holders of the Outstanding Notes, the Company likely will not be able to continue as a going concern.***

In order to have any reasonable prospect of continuing as a going concern, the Company must restructure its Outstanding Notes to lower the interest rate and lengthen the repayment period as provided in the exchange offer. Failure of holders of substantially all of the Outstanding Notes to accept the exchange offer likely would result in the Company seeking the protection of the bankruptcy courts as it would be unable to meet its obligations under the Outstanding Notes as they become due.

***If the Company would file for bankruptcy, holders of the Outstanding Notes most likely would not recover their entire principal amount and interest.***

If the Company would file for bankruptcy, any disbursements to holders of the Outstanding Notes would be subject to approval of the bankruptcy court and there is no assurance that the bankruptcy estate will have sufficient assets to permit holders of the Outstanding Notes to recover

either the entire principal amount of the Outstanding Note or any accrued but unpaid interest. In addition, the debt represented by the Restated Notes could be reviewed under the Federal bankruptcy laws and comparable provisions of state fraudulent transfer laws.

***A holder of an Outstanding Note may not withdraw from the exchange offer after the holder has executed the Restated Note Purchase Agreement, the Restated Note and the Restated Security Agreement and submitted them to the Company.***

Execution and submission of the above-referenced documents to the Company by the holder of an Outstanding Note constitutes an irrevocable acceptance of the exchange offer and after submitting them to the Company, the holder of the Outstanding Note has no right to withdraw his acceptance of the exchange offer.

***The exchange offer is not conditioned upon the acceptance of the exchange offer by a minimum number of holders of Outstanding Notes or a minimum aggregate principal amount of Outstanding Notes by the Expiration Date.***

Due to the exigencies described under "Recent Developments," the Company intends to counter-sign the Restated Note Purchase Agreement, Restated Note and Restated Security Agreement upon receipt. Therefore, at the time of submission of these documents to the Company which constitutes an irrevocable acceptance of the exchange offer, the holder of the Outstanding Notes accepting the exchange offer will not know how many other holders of Outstanding Notes have accepted the exchange offer or the principal amount of such Outstanding Notes and whether a sufficient number of holders of the Outstanding Notes or a sufficient aggregate principal amount of the Outstanding Notes have accepted or will accept the exchange offer by the Expiration Date, all of which will have a material effect on the Company's ability to continue as a going concern.

***The Company may borrow funds from other lenders in the future.***

Nothing in the Restated Note Purchase Agreement or the Restated Notes prohibits the Company from borrowing funds from other lenders at any time in the future and in such amounts and on such terms as it deems appropriate. Absent a corresponding increase in the Company's asset base, such borrowings could result in a reduced collateral pool available to existing lenders. *See Description of Restated Notes and the Restated Note Purchase Agreement*

***The Restated Notes will be subordinate to any New Senior Indebtedness.***

As provided in the Restated Note Purchase Agreement, if the Company enters into a borrowing constituting New Senior Indebtedness, the Restated Notes will be subordinate to any New Senior Indebtedness which is defined generally to include indebtedness incurred for borrowed funds in the amount of \$100 million or more from a single lender or a group of a lender and its affiliates.

In the event the Company enters into other borrowings for an amount that does not constitute New Senior Indebtedness, any security interest granted to such new holder of indebtedness in the collateral, as defined in the Restated Security Agreement (the "Collateral"),

shall be *pari passu* with the security interest in the Collateral granted under the Restated Security Agreements. *See Description of Restated Notes and the Restated Note Purchase Agreement.*

***The Restated Notes are non-negotiable and non-transferable.***

The Restated Notes cannot be negotiated, transferred, assigned, pledged or hypothecated. *See Description of Restated Notes and the Restated Note*

***The Company, in its discretion, may pre-pay a Restated Note at any time.***

The Restated Notes do not contain a pre-payment penalty and the Company, in its discretion, may pre-pay a Restated Note at any time. *See Description of Restated Notes and the Restated Note*

***The terms of the Restated Notes may be amended or waived upon the approval of the holders of a majority of the then-outstanding balances of the Restated Notes.***

The terms of the Restated Note Purchase Agreement, the Restated Note and the Restated Security Agreement may be amended or waived upon written consent of the Company and the holders of a majority of the then-outstanding balances of the Restated Notes, except that the financial terms of a Restated Note may not be amended or waived without the consent of the holder of such Restated Note. *See Description of Restated Notes and the Restated Note.*

***The Restated Notes are not guaranteed as to repayment of principal or interest.***

Payment of interest and principal when due on the Restated Notes is not guaranteed by any other entity or individual and the holders of the Restated Notes must look to the Company as the sole source for repayment of the Restated Notes. The Restated Notes are secured by a security interest in substantially all of the Company's tangible and intangible assets, which security interest is *pari passu* with the other Restated Notes. *See Description of Restated Notes and the Restated Note Purchase Agreement*

***The Restated Notes will not be registered with the SEC or with any state securities commission and will be subject to a restriction on resale.***

The Company is undertaking this exchange offer in good faith reliance on the exemption from registration under Rule 506(b) of SEC Regulation D adopted under the 1933 Act and the Restated Notes to be issued in the exchange offer are deemed to be "restricted securities" under federal securities laws. Purchasers of such securities are subject to the holding periods described in SEC Rule 144. Generally, "restricted securities" cannot be resold or transferred for one (1) year from the date of purchase absent compliance with the registration requirements of Section 5 of the 1933 Act or the availability of an exemption from registration. A legend describing these restrictions will be placed on each Restated Note. However, the Restated Notes, pursuant to their terms, are non-transferable.



***The Restated Notes are not being issued pursuant to a trust indenture.***

The Restated Notes are being issued in reliance on Rule 506(b) of SEC Regulation D and no indenture in respect of the Restated Notes is required to be qualified under the Trust Indenture Act of 1939, as amended. *See Description of Restated Notes and the Restated Note*

***The Company has not sought an independent tax opinion on the treatment of the exchange offer under Federal, state or local income tax laws.***

The Company has not sought nor will it seek an independent tax opinion on the treatment of the exchange offer under Federal, state or local income tax laws and exchange offerees are encouraged to seek relevant advice in this regard from their accounting, tax and financial advisors. *See Description of Restated Notes*

***The nature of its business subjects the Company to litigation.***

The Company is in the business of providing MCAs to small and mid-size businesses. In connection with its collection efforts against MCA customers and in other similar contexts involving its MCA customers, the Company has been subject to a substantial number of lawsuits. It is not unusual for MCA customers to resort to litigation against the Company in defense of selling its future receivables when the customer is in default of its MCA obligations and the Company initiates collection efforts. Although the Company believes that lawsuits of this nature are an ordinary and necessary part of the MCA business, the Company cannot assure that these legal proceedings will not singularly, or in the aggregate, have a material adverse effect on the business of the Company. *See Restated Note Purchase Agreement.*

## **RESTATED NOTE PURCHASE AGREEMENT**

To accept the exchange offer, the holders of the Outstanding Notes will be required to execute the Restated Note Purchase Agreement appearing as Exhibit A hereto which contains important information concerning the exchange offer including, without limitation, specific representations, warranties and covenants being made to the Company, certain disclosures, governing law and jurisdiction, provisions relating to subordination and repayment of the Restated Notes, indemnification provisions and a mutual release with respect to any claims arising out of the Outstanding Notes. *Each person receiving this exchange offer is encouraged to read this document carefully.*

## **DESCRIPTION OF RESTATED NOTES**

The information set forth below is qualified in its entirety by the Restated Note Purchase Agreement, the Restated Note and the Restated Security Agreement. In the event that there is any discrepancy between the information set forth herein and the Restated Note Purchase Agreement, the Restated Note and the Restated Security Agreement, the terms and conditions of the Restated Note Purchase Agreement, the Restated Note and the Restated Security Agreement shall govern.

### **Principal Amount; Interest and Repayment**

Each Restated Note to be issued in the exchange offer will be in the amount of the aggregate and outstanding balance of the Outstanding Note as of the Effective Date (as defined herein) (taking into account the moratorium on interest – See Recent Developments) as of the date the Company accepts each exchange offeree’s irrevocable acceptance of the exchange offer by counter-signing the Restated Note Purchase Agreement (the “Effective Date”). The Restated Note shall mature and be payable on the seventh anniversary of the Effective Date.

Interest accruing on the principal amount of each Restated Note is five percent (5%) per annum calculated on the actual number of days elapsed. Commencing on the first business day of the month following the Effective Date of the Restated Note, interest will be paid in arrears in eighty-four (84) installments.

Commencing on the first business day of the month following the first anniversary of the Effective Date of the Restated Note, the principal amount shall be paid in seventy-two (72) installments, each in the amounts set forth in in Schedule A to each Restated Note, with the final installment of interest and principal in an amount to fully pay the remaining balance in accordance with the amortization schedule attached as Schedule A to each Restated Note.

All payments made by the Company will be applied first to accrued interest, then to any and all sums, other than principal, due under the Restated Note, and then to principal. In no event shall the charges constituting interest under the Restated Note exceed the rate permitted under any applicable law or regulation.

### **Subordination**

Nothing in the Restated Note Purchase Agreement or the Restated Notes prohibits the Company from borrowing funds from other lenders after the Effective Date and in such amounts and on such terms as it deems appropriate. The Restated Notes will be subordinate to New Senior Indebtedness as defined in the Restated Note Purchase Agreement incurred after the Effective Date. In the event the Company enters into other borrowings after the Effective Date for an amount that is less than \$100 million, any security interest granted to such new holder of indebtedness in the Collateral shall be *pari passu* with the security interest in the Collateral granted under the Restated Security Agreements to holders of the Restated Notes.

### **Security for the Restated Notes**

To secure the obligations of the Company under the Restated Note, the Company will enter into a Restated Security Agreement set forth in Exhibit C hereto. Each Restated Note will be secured by a security interest in substantially all of the tangible and intangible assets of the Company, which security interest will be *pari passu* with the other Restated Notes.

### **Negotiability, Assignment, Transfer, Pledge, Hypothecation,**

The Restated Notes cannot be negotiated, transferred, assigned, pledged or hypothecated.

### **Restrictions on Resale or Transfer**

The Restated Notes are being offered in reliance on an exemption from registration under Section 4(a)(2) of the 1933 Act and Rule 506(b) of SEC Regulation D. Securities sold in reliance on this exemption are deemed to be “restricted securities” under federal securities laws and purchasers of such securities are subject to the holding periods described in SEC Rule 144. Generally, “restricted securities” cannot be resold or transferred for one (1) year from date of purchase absent compliance with the registration requirements of Section 5 of the 1933 Act or the availability of an exemption from registration. A legend to this effect will be placed on each Restated Note. However, the Restated Notes, pursuant to their terms, are non-transferable.

### **No Guarantee**

Payment of interest and principal when due on the Restated Notes is not guaranteed by any other entity or individual and the holders of the Restated Notes must look to the Company as the sole source for repayment of the Notes.

### **Early Repayment**

The Restated Notes do not contain a pre-payment penalty and the Company, in its discretion, may pre-pay a Restated Note at any time.

### **Rights in Event of Default**

The Restated Note sets forth what circumstances constitute an event of default by the Company under the Restated Note. Upon a failure to make any required payment of principal, accrued interest or any other amount under the Restated Note on or before the date on which it shall fall due; or a breach or violation by the Company of any representation, warranty, term, provision or covenant of the Restated Note Purchase Agreement, the Restated Note or the Restated Security Agreement, the holder of the Restated Note, at the holder’s option, may declare the unpaid principal balance of, all accrued and unpaid interest on, and all other sums payable with regard to the Restated Note to be immediately due and payable and demand payment therefor, and may exercise any of the holder’s rights and remedies for collection of the Restated Note whether set forth in the Restated Note or otherwise.

In the event of filing a voluntary petition in bankruptcy by the Company or the filing of any involuntary petition against the Company in bankruptcy, the unpaid principal balance of, all accrued, unpaid interest on, and all other sums payable with regard to, the Restated Note automatically and immediately become due and payable without any further action by the holder of the Restated Note.

### **Amendment**

The terms of the Restated Note Purchase Agreement, the Restated Note and the Restated Security Agreement may be amended or waived upon the written consent of the Company and the

holders of a majority of the then-outstanding balances of the Restated Notes, except that the financial terms of a Restated Note may not be amended or waived without the consent of the holder of such Restated Note.

### THE EXCHANGE OFFER

The Company is offering to exchange each Outstanding Note for a Restated Note in the amount of the aggregate and outstanding balance of the Outstanding Note as of the Effective Date (taking into account the moratorium on interest – See Recent Developments) but with a different term, interest rate and repayment schedule that was applicable to the Outstanding Note and as to which the Company will grant a similar security interest in its tangible and intangible personal property. The exchange offerees are all persons who are current holders of the Outstanding Notes.

The exchange offer expires at 5:00 pm, Eastern Daylight Time, on April 24, 2020, unless extended in the sole discretion of the Company (the “Expiration Date”).

The exchange offer is not conditioned upon the acceptance of the exchange offer by a minimum number of holders of Outstanding Notes or a minimum aggregate principal amount of Outstanding Notes by the Expiration Date.

Execution and submission of the Restated Note Purchase Agreement, the Restated Note and the Restated Security Agreement to the Company by the holder of an Outstanding Note constitutes an irrevocable acceptance of the exchange offer and after submitting them to the Company, the holder of the Outstanding Note has no right to withdraw his acceptance of the exchange offer. Due to the exigencies described under “Recent Developments,” the Company intends to counter-sign the Restated Note Purchase Agreement, Restated Note and Restated Security Agreement upon receipt.

### ACCEPTING THE EXCHANGE OFFER

To accept the exchange offer, the holder of the Outstanding Notes should follow the process set forth below.

1. Complete the Purchaser Qualification Supplement to the Signature Page and sign the Restated Note Purchase Agreement which appears as Exhibit A hereto.
2. Sign the acknowledgement and agreement as “Payee” on the Restated Note which appears as Exhibit B hereto.
3. Sign as the “Secured Party” the Restated Security Agreement which appears as Exhibit C hereto.
4. Submit the documents specified in #1-3 to the attention of Joe Cole, Chief Financial Officer, Complete Business Solutions Group, Inc.

BY EMAIL: [joecole@parfunding.com](mailto:joecole@parfunding.com)  
BY OVERNIGHT  
COURIER OR US Mail: 205 Arch Street, Floor 2  
Philadelphia, PA 19106

Execution and submission of the Restated Note Purchase Agreement, the Restated Note and the Restated Security Agreement to the Company by the holder of an Outstanding Note

constitutes an irrevocable acceptance of the exchange offer and after submitting them to the Company, the holder of the Outstanding Note has no right to withdraw his acceptance of the exchange offer.

The Company intends to counter-sign the Restated Note Purchase Agreement, Restated Note and Restated Security Agreement upon receipt and will return a fully executed copy of the above-referenced documents to the exchange offeree.

#### **PLAN OF DISTRIBUTION**

The exchange offer is being undertaken by employees of the Company under the direction of Joe Cole, Chief Financial Officer of the Company. None of these individuals will receive any compensation, directly or indirectly, in connection with soliciting the exchange offer.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

**EXHIBIT A**

**AMENDED AND RESTATED NOTE  
PURCHASE AGREEMENT**

**AMENDED AND RESTATED NOTE PURCHASE AGREEMENT**

THIS AMENDED AND RESTATED NOTE PURCHASE AGREEMENT, (the “Agreement”) dated as of the Effective Date (as defined below), is between COMPLETE BUSINESS SOLUTIONS GROUP, INC. (“Seller”), a Delaware corporation, and CAPRICORN INCOME FUND (the “Purchaser”).

**RECITALS**

WHEREAS, Purchaser and Seller have entered into that certain Note Purchase Agreement (the “Original Note Purchase Agreement”) pursuant to which Purchaser purchased those certain non-negotiable term promissory notes identified on Schedule I attached hereto (each, an “Original Note” and collectively, the “Original Notes”);

WHEREAS, Seller’s obligations under each Original Note are secured by a separate Security Agreement, each of which is identified on Schedule I attached hereto (each, an “Original Security Agreement” and collectively, the “Original Security Agreements”);

WHEREAS, the Original Note Purchase Agreement, Original Notes and Original Security Agreements are part of a series of similar loan documents entered into by Seller prior to the date hereof with other lenders;

WHEREAS, the Seller is in the business of providing Merchant Cash Advances (MCAs) principally to a customer base consisting of small businesses;

WHEREAS, over the past several months, Seller, like many other companies across the globe, has been severely impacted by the Covid-19 pandemic; particularly as a substantial portion of its small business customers have been caused to suspend operations as a result of the Covid-19 pandemic, and thus, have been unable to service their payment obligations to the Seller;

WHEREAS, Seller believes that the Covid-19 pandemic will have a material and long-term adverse impact on its ability to currently service its obligations under the terms of the Original Notes, particularly given the long-term adverse impact Covid-19 will have on its MCA customers, most of whom will likely be unable to service their payment obligations to the Seller for the long-term, and certain of whom will likely be unable to sustain their operations as a going concern;

WHEREAS, in recognition of the material and long-term adverse impact of the Covid-19 pandemic on the Seller’s business, and in an effort to support the Seller’s ability to continue as a going concern and pursue a reasonable plan to repay the Original Notes, the Seller is proposing to exchange Purchaser’s Original Notes for a new note that, among others, extends the maturity date and reduces the current debt service obligations on the Seller (the “Exchange Offer”);

WHEREAS, in connection with Purchaser’s acceptance of the Exchange Offer, the parties have agreed to amend and restate: (i) the Original Note Purchase Agreement, (ii) the Original Notes, and (iii) the Original Security Agreements.

NOW, THEREFORE, in consideration of the foregoing, intending to be legally bound, Seller and Purchaser hereby agree as follows:

**ARTICLE I**  
**RECITALS; DEFINITIONS**

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

**Section 1.02 Definitions.** The following terms have the meanings specified or referred to in this Section 1.02:

(a) “Affiliate” means a Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the Person specified.

(b) “Effective Date” means the date that the Seller accepts the Purchaser’s irrevocable acceptance of the Exchange Offer by counter-signing this Agreement.

(c) “Knowledge of Seller” means the actual knowledge of the Seller or any of its Affiliates.

(d) “Knowledge of Purchaser” means the actual knowledge of the Purchaser or any of its Affiliates.

(e) “Other Secured Lenders” means the lenders (including the Purchaser) who are entering into restated note purchase agreements with Seller on similar terms as set forth herein.

(f) “Other Restated Loan Documents” mean the amended and restated note purchase agreements, amended and restated notes and amended and restated security agreements being entered into with the Other Secured Lenders.

(g) “Person” means an individual, partnership, corporation, business trust, joint stock company, limited liability company, trust, unincorporated association, joint venture, governmental or regulatory authority or other entity of whatever nature.

(h) “Restated Loan Documents” means this Agreement, the Restated Note and the Restated Security Agreement.

(i) “Security Agent” means Albert Vagnozzi, in his capacity as security agent hereunder or any successor Security Agent appointed pursuant to Section 8.01 hereof.

**ARTICLE II**  
**RESTATED NOTE**

**Section 2.01 Original Notes.** Purchaser purchased the Original Notes of the Seller pursuant to the Original Note Purchase Agreement. Purchaser and Seller acknowledge and agree that, as of



the Effective Date, the aggregate outstanding amount of the Original Notes is as set forth on Schedule I attached hereto, which shall be deemed to be the original outstanding principal balance of the Restated Note, and which the parties acknowledge totals the aggregate principal, interest and any other amounts outstanding under the Original Notes through the Effective Date, taking into account the moratorium on interest from March 16, 2020 to the Effective Date.

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

**Section 2.03 Restated Security Agreement.** To secure the obligations of Seller under the Restated Note, on the Effective Date, Seller and Purchaser shall enter into an Amended and Restated Security Agreement, substantially in the form of Exhibit B attached hereto (the “Restated Security Agreement”).

**Section 2.04 Pari Passu Ranking of Restated Note.**

(a) The security interest granted to Purchaser in the Collateral under the Restated Security Agreement shall be, at all times while the Restated Note remains outstanding, *pari passu* with the security interest in the Collateral granted to the Other Secured Lenders under the Other Restated Loan Documents.

(b) To the extent Purchaser previously perfected Purchaser’s security interest granted under the Original Security Agreement by filing a UCC-1 Financing Statement, Purchaser shall be deemed to have subordinated its security interest to the *pari passu* security interest granted to Purchaser and the Other Secured Lenders under the Restated Security Agreement and the Other Restated Loan Documents.

**Section 2.05 Subordination to New Senior Indebtedness.**

(a) “New Senior Indebtedness” shall mean all direct or indirect, contingent or certain indebtedness of any type, kind or nature, created, incurred, assumed or guaranteed by Seller from and after the Effective Date for borrowed funds in the amount of \$100 million or more from a single lender or a group of a lender and its affiliates (and all renewals, extensions or refundings thereof). “New Senior Indebtedness” shall not include accounts payable and trade debt incurred in the day-to-day operations of the business of Seller, the repayment of which does not secure the Seller’s obligation under any New Senior Indebtedness.

(b) In the event Seller determines to obtain New Senior Indebtedness in the future, the Purchaser agrees that the Restated Note and all other obligations of Seller under the Other Restated Loan Documents are, and shall at all times be and remain, subordinated and subject in rights of payment to “New Senior Indebtedness” of Seller. Therefore, upon any distribution of Seller’s assets in a liquidation or dissolution of Seller, or in bankruptcy, reorganization, insolvency, receivership or similar proceedings relating to Seller, Purchaser and the Other Secured Lenders will not be entitled to receive payment until the holders of New Senior Indebtedness are paid in

full. Upon the occurrence of any Event of Default with respect to any New Senior Indebtedness, as such Event of Default may be defined in such instrument evidencing the New Senior Indebtedness, to the extent such Event of Default permits the holders of such New Senior Indebtedness to accelerate the maturity thereof, then upon written notice thereof given to Purchaser by any holder of such New Senior Indebtedness or his or her representative, no payment shall be made by Seller in respect of the Restated Note until Seller has cured such event of default to the satisfaction of the holders of such New Senior Indebtedness. Any payment received by the Purchaser in contravention of any terms therein shall be held by the Purchase in trust for the holders of New Senior Indebtedness and, upon demand, shall be delivered to the holders of New Senior Indebtedness.

(c) Regardless of any priority otherwise available to the Purchaser by law or by agreement, the holders of New Senior Indebtedness shall hold a first priority lien and security interest in the Collateral (as defined in the Restated Security Agreement), and any lien or security interest claimed therein by the Purchaser shall be and remain fully subordinate for all purposes to the lien and security interest of the holders of the New Senior Indebtedness for all purposes whatsoever. Upon the occurrence of any Event of Default with respect to any New Senior Indebtedness, as such Event of Default may be defined in such instrument evidencing the New Senior Indebtedness, to the extent such Event of Default permits the holders of such New Senior Indebtedness to accelerate the maturity thereof, then upon written notice thereof given to Purchaser by any holder of such New Senior Indebtedness or his or her representative, the Purchaser shall not take possession of, sell, or dispose of any Collateral, or exercise or enforce any right or remedy available to Purchaser with respect to any such Collateral, unless and until all New Senior Indebtedness has been paid in full and the holders of the New Senior Indebtedness release their liens and security interests in the Collateral.

(d) Purchaser agrees to execute, and hereby authorizes Security Agent to execute, on behalf of Purchaser and the Other Secured Lenders, a subordination agreement in favor of any holder of New Senior Indebtedness in such form as is reasonably customary in Seller's industry and reasonably satisfactory to the holder of New Senior Indebtedness, together with any other documentation, and to take any other actions that may be requested by Seller or a holder of New Senior Indebtedness, as necessary or appropriate, to effectuate the foregoing and containing such additional terms and provisions as are customary for subordinated loan transactions, and the failure of Purchaser to execute and deliver such documentation shall constitute a material default by the Purchaser under the terms of this Agreement.

(e) In the event Seller determines to obtain new indebtedness of any type, kind or nature, created, incurred, assumed or guaranteed by Seller from and after the Effective Date for borrowed funds in an amount that is less than \$100 million, any security interest granted to such new holder of indebtedness by Seller in the Collateral shall be, at all times while the Restated Note remains outstanding, *pari passu* with the security interest in the Collateral granted to Purchaser and the Other Secured Lenders under the Security Agreement and the Other Restated Loan Documents. In the event Seller obtains such new indebtedness, the term "Other Secured Lenders" as used herein and in the Other Restated Loan Documents shall be deemed to include the holders of such new indebtedness. Purchaser agrees to execute, and hereby authorizes Security Agent to execute, on behalf of Purchaser and the Other Secured Lenders, an intercreditor agreement with a

holder of such indebtedness in such form as is reasonably customary in Seller's industry and consistent with the terms herein.

**ARTICLE III**  
**REPRESENTATIONS AND WARRANTIES OF THE SELLER**

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

**Section 3.01 Incorporation, Good Standing and Qualification of Seller.** The Seller is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware. The Seller has the requisite power and authority to own, lease and operate its properties and to carry on its business as now being conducted or as proposed to be conducted.

**Section 3.02 Corporate Power and Authority.** All corporate action on the part of the Seller necessary to enter into this Agreement, the Restated Note and the Restated Security Agreement and the performance of all obligations of the Seller hereunder and thereunder has been taken or will be taken prior to the Effective Date. This Agreement has been duly executed and delivered by the Seller and constitutes a valid and binding obligation of the Seller enforceable in accordance with its terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of creditors' rights.

**Section 3.03 No Conflict.** Neither the execution and delivery by the Seller of this Agreement and each other instrument to be executed and delivered by the Seller pursuant to, or as contemplated by, this Agreement nor the performance by the Seller of the Seller's obligations thereunder, (i) violates any laws of the United States or laws of any state or other jurisdiction applicable to the Seller or requires the Seller to obtain any approval, consent or waiver of, or make any filing with, any Person or entity (governmental or otherwise) that has not been obtained or made; (ii) results in the creation or imposition of any lien, pledge, security interest, claim, charge or encumbrance on the Restated Note; (iii) results in any judgment, order or decree of any governmental authority or law or regulation applicable to the Seller or its respective properties or assets; or (iv) violates the Seller's certificate of incorporation or bylaws, as amended, or statute, law, rule, regulation, judgment, decree, writ, injunction, order or award of any arbitrator, court or governmental authority.

**Section 3.04 No Proceedings.** There are no outstanding judgments, proceedings, or claims pending against Seller or its Affiliates or, to the Knowledge of Seller, threatened against the Seller or its Affiliates, and no governmental investigation is pending against Seller or its Affiliates or, to the Knowledge of the Seller, is threatened against the Seller or its Affiliates that, in any case, individually or in the aggregate, reasonably would be expected to prevent the Seller from consummating the transactions contemplated by this Agreement.

**Section 3.05 Exclusivity of Representations and Warranties.** Neither Seller nor any of its Affiliates is making any representation or warranty on behalf of Seller of any kind or nature whatsoever, oral or written, express or implied, except as expressly set forth in this Article III, and Seller hereby disclaims any such other representations or warranties.

**ARTICLE IV**  
**REPRESENTATIONS AND WARRANTIES OF THE PURCHASER**

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

**Section 4.01 Organization, Good Standing and Qualification of Purchaser.** If the Purchaser is an entity, the Purchaser is duly formed, validly existing and in good standing under the laws of its jurisdiction of incorporation or formation. The Purchaser has the requisite power and authority to own, lease and operate its properties and to carry on its business as now being conducted or as proposed to be conducted.

**Section 4.02 Corporate Power and Authority: Authorization: Enforceability.** If the Purchaser is an entity, all corporate or other entity action on the part of the Purchaser necessary to enter into this Agreement, the Restated Note and the Restated Security Agreement and the performance of all obligations of the Purchaser hereunder and thereunder has been taken or will be taken prior to the Effective Date. This Agreement has been duly executed and delivered by the Purchaser and constitutes a valid and binding obligation of the Purchaser enforceable in accordance with its terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of creditors' rights.

**Section 4.03 No Conflict.** Neither the execution and delivery by the Purchaser of this Agreement and each other instrument to be executed and delivered by the Purchaser pursuant to, or as contemplated by, this Agreement nor the performance by the Purchaser of the Purchaser's obligations thereunder, (i) violates any laws of the United States or laws of any state or other jurisdiction applicable to the Purchaser or requires the Purchaser to obtain any approval, consent or waiver of, or make any filing with, any Person or entity (governmental or otherwise) that has not been obtained or made; (ii) results in any judgment, order or decree of any governmental authority or law or regulation applicable to the Purchaser or its respective properties or assets, or (iii) would violate the Purchaser's certificate of incorporation or bylaws, as amended, or statute, law, rule, regulation, judgment, decree, writ, injunction, order or award of any arbitrator, court or governmental authority.

**Section 4.04 No Proceedings.** There are no outstanding judgments, proceedings, or claims pending against the Purchaser or its Affiliates or, to the Knowledge of Purchaser, threatened against the Purchaser or its Affiliates and no governmental investigation is pending against the Purchaser or its Affiliates or, to the Knowledge of Purchaser, threatened against the Purchaser or its Affiliates that, in any case, individually or in the aggregate, reasonably would be expected to prevent the Purchaser from consummating the transactions contemplated by this Agreement.

**Section 4.05 Accredited Investor Status.** The Purchaser is an "accredited investor" as that term is defined in Rule 501(a) of Regulation D under the Securities Act of 1933, as amended (the "Securities Act"). Specifically, the Purchaser qualifies as an accredited investor as the result of qualifications under the standards as set forth on the Supplement to Signature Page appended hereto.

**Section 4.06 Not a Broker-Dealer.** Purchaser is not acting as a broker or dealer as those terms are defined in the Securities Exchange Act of 1934, as amended (the “1934 Act”) and is not acting as a broker-dealer under the Pennsylvania Securities Act of 1972, as amended (the “1972 Act”) or the securities laws of any other state and is not required to register as a broker or dealer with the United States Securities and Exchange Commission (the “SEC”) or as a broker-dealer with the Pennsylvania Department of Banking and Securities (the “PADOBS”) or the securities regulatory agency of any other state.

**Section 4.07 Not an Investment Adviser.** Purchaser is not acting as an investment adviser as that term is defined in the Investment Advisers Act of 1940, as amended (“Advisers Act”) or the 1972 Act and is not required to register as an investment adviser with the SEC, the PADOBS or the securities regulatory agency of any other state.

**Section 4.08 Not an Investment Company.** Purchaser is not acting as an investment company as that term is defined in the Investment Company Act of 1940, as amended (“1940 Act”) and is not required to register with the SEC as an investment company thereunder.

**Section 4.09 Compliance with Securities Laws; Investment Intent.** Purchaser’s business as now being conducted is in compliance with all applicable federal and state securities laws and the rules and regulations adopted thereunder. The Restated Note is being acquired for the Purchaser’s own account for investment purposes only, not as a nominee or agent and not with a view to the resale or distribution of any part thereof, and the Purchaser has no present intention of selling, granting any participation in or otherwise distributing the same. By executing this Agreement, the Purchaser further represents that the Purchaser does not have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participation to such person or third person with respect to the Restated Note. Purchaser acknowledges that the Restated Notes are not being issued under a trust indenture qualified under the Trust Indenture Act.

**Section 4.10 Compliance with Tax Laws.** Purchaser’s business as now being conducted is in compliance with all applicable federal, state and local tax laws and the rules and regulations adopted thereunder.

**Section 4.11 Finders or Brokers.** Purchaser has not paid any fee or commission to any agent, broker, finder or other Person for or on account of services rendered as a broker or finder in connection with this Agreement or the transactions contemplated hereby.

**Section 4.12 No Government Review.** Purchaser understands that neither the SEC nor any securities commission or other governmental authority of any state, country or other jurisdiction has approved the issuance of the Restated Note or passed upon or endorsed the merits of the Restated Note, or this Agreement or any of the other Restated Loan Documents, or confirmed the accuracy of, determined the adequacy of, or reviewed this Agreement or the other Restated Loan Documents.

**Section 4.13 Investment Experience; Entire Agreement.** The Purchaser has such knowledge, sophistication and experience in financial, tax and business matters in general, and investments in securities in particular, that it is capable of evaluating the merits and risks of this investment in the

Restated Note, and the Purchaser has made such investigations in connection herewith as it deemed necessary or desirable so as to make an informed investment decision without relying upon Seller for legal, tax or other advice related to this investment. The Purchaser acknowledges and represents that (i) this Note Purchase Agreement and the terms of the Restated Note and Restated Security Agreement constitute the entire agreement and understanding by and between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements between the parties or any prior written agreements between the parties, including any representations and warranties made in the Original Loan Documents; (ii) there are no other oral or written agreements between the parties with respect to the subject matter hereof; (iii) the Seller is making no statement, representation, warranty or claim to the Purchaser except those set forth in Article III of this Agreement; (iv) in making an investment decision, the Purchaser is not relying upon any representation, warranty, statement or claim by the Seller or its officers, directors, agents, or advisors except those set forth in Article III of this Agreement.

**Section 4.14 Risks Relating to Exchange Offer.** The Purchaser represents and warrants that it is aware of the risk of surrendering the Original Notes in exchange for the Restated Note, and has received and carefully reviewed a copy of the Exchange Offer dated April 8, 2020, including the risk factors set forth therein. In addition to the risk factors set forth within the Exchange Offer, the Purchaser represents and warrants that it is aware of other risks associated with an investment in the Seller, including but not limited to the following risks: (i) that the Restated Notes are not being issued under a trust indenture qualified under the Trust Indenture Act; (ii) that the Seller operates an MCA business whose principal customers are small businesses that have been adversely affected by the Covid-19 pandemic, and, thus, may have difficulty, timely or otherwise, repaying their obligations to the Seller; (iii) in connection with the sale of certain of the Original Notes, that the Seller has been subject to regulatory orders issued by the Pennsylvania Department of Bank and Securities, Bureau of Securities Compliance and Examinations, the New Jersey Bureau of Securities and the Securities Commissioner of the State of Texas, which are summarized on Exhibit C attached hereto; and (iv) that Seller, as a result of the nature of its MCA business, is subject to a substantial number of lawsuits frequently encountered in response to Seller's collection efforts, and is presently subject to a substantial number of lawsuits in which allegations are made against the Seller relating to, among others, the enforceability of the obligations of the MCA customers, that the repayment obligations of the MCA customers are in violation of state usury, lending and other fair practice laws, the legality of the Seller's collection efforts, and the background and business practices of the Seller and/or its Affiliates. Although the Seller believes that lawsuits of this nature are an ordinary and necessary part of the MCA business, Seller cannot make any assurances that that these legal proceedings will not singularly, or in the aggregate, have a material adverse effect on the business of the Seller. Copies of these lawsuits are available upon request.

**Section 4.15 Access to Information.** In making its decision to acquire the Restated Note, the Purchaser confirms that it has had the opportunity to ask representatives of the Seller certain questions and request certain additional information regarding the terms and conditions of such investment, Seller's financial information and information regarding the Seller's operations and has had any and all such questions and requests answered to its satisfaction; and that it understands the risks and other considerations relating to an investment in the Restated Note. The Purchaser

understands and has independently evaluated the merits and risks of an investment in the Seller and the acquisition of the Restated Note.

## ARTICLE V ADDITIONAL COVENANTS

**Section 5.01 Notice Required for Governmental Actions.** Purchaser shall immediately notify Seller if Purchaser or any of its Affiliates is the subject of any demand, inquiry, investigation, subpoena, civil complaint, criminal complaint or indictment, injunctive action or administrative proceeding by any governmental agency or if, to the Knowledge of Purchaser, any such action is threatened by any governmental agency.

**Section 5.02 Notice Required for Civil Suit.** Purchaser shall immediately notify Seller if Purchaser or any of its Affiliates is the subject of any demand, inquiry, subpoena, complaint, arbitration, or injunctive action relating to an alleged civil cause of action against Purchaser or any of its Affiliates or if, to the Knowledge of Purchaser, any such action is threatened.

**Section 5.03 Confidentiality of Financial and Other Information.** Purchaser acknowledges and agrees that the information provided to Purchaser by Seller pursuant to this Agreement shall not, without the prior written consent of the Seller, be disclosed by the Purchaser to any person or entity, other than the Purchaser's personal financial and legal advisors for the sole purpose of evaluating an investment in the Seller, and will not, directly or indirectly, disclose or permit the Purchaser's financial and legal advisors to disclose, any of such information without the prior written consent of the Seller.

## ARTICLE VI INDEMNIFICATION

**Section 6.01 Indemnification of Seller.** Subject to the other terms and conditions of this Article VI and Article VII, Purchaser shall indemnify and defend Seller and its managers, officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, the "Seller Indemnitees") against, and shall pay and reimburse each of them for, any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including professional fees and reasonable attorneys' fees (collectively "Losses"), that are Losses incurred or sustained by, or imposed upon, the Seller Indemnitees based upon, arising out of, with respect to or by reason of the following occurring hereafter:

- (a) any inaccuracy in or breach of any of the representations or warranties of Purchaser contained in this Agreement on or after the Effective Date;
- (b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Purchaser pursuant to this Agreement;
- (c) any claim by a third party based upon any transaction contemplated by this Agreement on or after the Effective Date, including without limitation, any claim based upon an

alleged violation of the 1933 Act, 1934 Act, 1940 Act, Advisers Act, the 1972 Act or the securities laws of any other jurisdiction (a "Third Party Claim"); or

(d) any act or omission of the Purchaser or its Affiliates constituting dishonest, fraudulent, or criminal conduct or gross negligence.

**Section 6.02 Indemnification of Purchaser.** Subject to the other terms and conditions of Articles VI and VII, Seller shall indemnify and defend Purchaser and its managers, officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, the "Purchaser Indemnitees") against and shall pay and reimburse each of them for any and all Losses that are incurred or sustained by, or imposed upon, the Purchaser Indemnitees based upon, arising out of, with respect to or by reason of the following occurring hereafter:

(a) any inaccuracy in or breach of any of the representations or warranties of Seller contained in this Agreement;

(b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Seller pursuant to this Agreement;

(c) any Third Party Claim on or after the Effective Date; or

(d) any act or omission of the Seller or its Affiliates constituting dishonest, fraudulent or criminal conduct or gross negligence.

**Section 6.03 Certain Limitations.** The party making a claim under this Article VI is referred to as the "Indemnified Party," and the party against whom such claims are asserted under this Article VI is referred to as the "Indemnifying Party." The indemnification provided for in this Article shall be subject to the following limitations:

(a) The Indemnifying Party shall not be liable to the Indemnified Party for indemnification until the aggregate amount of all Losses in respect of indemnification exceeds \$25,000 (the "Deductible"), in which event the Indemnifying Party shall only be required to pay or be liable for Losses in excess of the Deductible.

(b) Payments by the Indemnifying Party shall be limited to the amount of any liability or damage that remains after deducting therefrom any insurance proceeds and any indemnity, contribution or other similar payment actually received by the Indemnified Party in respect of any such claim. The Indemnified Party shall use its commercially reasonable efforts to recover under insurance policies or indemnity, contribution or other similar agreements for any Losses prior to seeking indemnification under this Agreement.

(c) In no event shall the Indemnifying Party be liable to the Indemnified Party for any punitive, incidental, consequential, multiple, special or indirect damages, including loss of future revenue or income, loss of business reputation or opportunity relating to the breach or alleged breach of this Agreement, or diminution of value or any damages based on any type of multiple (other than indemnification for amounts paid or payable to third parties in respect of any



Third Party Claim for which indemnification hereunder is otherwise required).

(d) The Indemnified Party shall take, and cause its Affiliates to take, all reasonable steps to mitigate any Loss upon becoming aware of any event or circumstance that would be reasonably expected to, or does, give rise thereto, including incurring costs only to the minimum extent necessary to remedy the breach that gives rise to such Loss.

**Section 6.04 Indemnification Procedures.** Whenever any claim shall arise for indemnification hereunder, the Indemnified Party shall promptly provide written notice of such claim to the Indemnifying Party. In connection with any Third Party Claim giving rise to indemnity hereunder, the Indemnifying Party, at its sole cost and expense and upon written notice to the Indemnified Party, may assume the defense of any such action with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party shall be entitled to participate in the defense of any such action, with its counsel and at its own cost and expense. If the Indemnifying Party does not assume the defense of any such action, the Indemnified Party may, but shall not be obligated to, defend against such action in such manner as it may deem appropriate, including, but not limited to, settling such action, after giving prior written notice to the Indemnifying Party, on such terms as the Indemnified Party may deem appropriate and no action taken by the Indemnified Party in accordance with such defense and settlement shall relieve the Indemnifying Party of its indemnification obligations herein provided. The Indemnifying Party shall not settle any action without the Indemnified Party's prior written consent (which consent shall not be unreasonably withheld or delayed).

## **ARTICLE VII** **MUTUAL RELEASE AND WAIVER**

**Section 7.01 Release of Seller.** For value received, including without limitation the Restated Note and other good and valuable consideration, Purchaser, on behalf of itself and on behalf of its shareholders, officers, directors, employees, agents, affiliates, representatives and its and their representative heirs, executors, administrators, personal representatives, successors and assignors, does hereby release and discharge Seller and its Affiliates and each of their respective shareholders, owners, partners, predecessors, successors, assigns, agents, directors, officers, employees and representatives, and all persons acting by, through, under or in concert with any of them ("Seller Released Parties") of and from any and all claims, causes of action, rights, that the Purchaser may have or had, owned or held, against the Seller Released Parties by reason of any matter, cause, fact, thing, act or omission at any time in the past through the Effective Date, including without limitation any claim with respect to any breach of representations or warranties or covenants contained in the Original Loan Documents or any Event of Default under the Original Loan Documents. The foregoing release does not affect the rights of Purchaser to enforce the terms of this Agreement, the Restated Note or the Restated Security Agreement.

**Section 7.02 Release of Purchaser.** For value received, including without limitation the Restated Note and other good and valuable consideration, Seller, on behalf of itself and on behalf of its shareholders, officers, directors, employees, agents, affiliates, representatives and its and their representative heirs, executors, administrators, personal representatives, successors and assignors, does hereby release and discharge Purchaser and its Affiliates and each of their

respective shareholders, owners, partners, predecessors, successors, assigns, agents, directors, officers, employees and representatives, and all persons acting by, through, under or in concert with any of them ("Purchaser Released Parties") of and from any and all claims, causes of action, rights, that the Seller may have or had, owned or held, against the Purchaser Released Parties by reason of any matter, cause, fact, thing, act or omission at any time in the past through the Effective Date, including without limitation any claim with respect to any breach of representations or warranties or covenants contained in the Original Loan Documents or any Event of Default under the Original Loan Documents. The foregoing release does not affect the rights of Seller to enforce the terms of this Agreement, the Restated Note or the Restated Security Agreement, or Seller's rights in connection with any Third Party Claims or regulatory actions involving Seller or its Affiliates arising out of an action or omission by any Purchaser Released Parties.

## **ARTICLE VIII** **MISCELLANEOUS**

### **Section 8.01 Security Agent.**

(a) Appointment of Authority. Purchaser hereby designates and appoints the Security Agent to act as security agent for Purchaser under the Restated Loan Documents to, among other things, execute subordination agreements on behalf of Purchaser with respect to New Senior Indebtedness pursuant to Section 2.05, to act as representative of Purchaser in the filing of the Financing Statement, and any continuations or amendments thereto, pursuant to the Restated Security Agreement, and to take such other actions, from time to time, upon the written instruction of the holders of at least a majority of the then-outstanding balances of the Restated Notes. For the avoidance of doubt, holders of the Restated Notes and/or the Seller shall be responsible for soliciting the approval of the holders of the Restated Notes, and shall then provide written instruction to the Security Agent as to any action to be taken as set forth herein.

(b) Indemnification. The Security Agreement shall be indemnified by the Other Secured Lenders in its capacity as such (to the extent not reimbursed by the Seller and without limiting the obligation of the Seller to do so), ratably according to their respective share of the aggregate outstanding principal amount owed under the Other Restated Loan Documents from and against any and all liabilities, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind whatsoever which may at any time (including, without limitation, at any time following the payment of the Obligations) be imposed on, incurred by or asserted against the Security Agent in any way relating to or arising out of actions or omissions of the Security Agent specifically required or permitted by this Section 8.01 or by written instructions of the holders of at least a majority of the then-outstanding balances of the Restated Notes, provided that no Other Secured Lender shall be liable for the payment of any portion of such liabilities, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from the Security Agent's gross negligence or willful misconduct. The agreements in this subsection shall survive the payment of the Obligations.

(c) Successor Security Agent. The Security Agent may resign as Security Agent hereunder upon thirty (30) days' notice to the Seller and the Purchaser and may be removed, in the Seller's discretion, with or without cause, upon thirty (30) days' notice to Purchaser, the

Other Secured Lenders and the Security Agent. If at any time the Security Agent shall resign or be removed as Security Agent under this Section 8.01(b), then the Other Secured Lenders holding at least a majority of the then-outstanding balances of the Restated Notes shall appoint a successor agent for the Other Secured Lenders, whereupon such successor agent shall, following written notice to the Seller, succeed to the rights, powers and duties of the Security Agent. The term "Security Agent" shall mean the successor agent effective upon its appointment and upon its acceptance of such appointment, and the former Security Agent's rights, powers and duties as Security Agent shall be terminated, without any other or further act or deed on the part of such former Security Agent or any of the parties to this Section 8.01(b), and the successor Security Agent shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring Security Agent.

(d) Expenses of Release and Reinstatement. The Seller shall pay all costs and expenses of the Security Agent incurred in connection with the negotiation and execution of any subordination agreements with respect to New Senior Indebtedness pursuant to Section 2.05 or in connection with the filing of the Financing Statement, and any continuations or amendments thereto, pursuant to the Restated Security Agreement.

**Section 8.02 Amendments and Waivers.** Any term of this Agreement or the other Restated Loan Documents may be amended or waived upon written consent of the Seller and the holders of a majority of the then-outstanding balances of the Restated Notes; provided, however, that no such amendment or waiver shall change the financial terms of the Restated Note without the consent of the holder of such Restated Note. By acceptance hereof, the Purchaser acknowledges that in the event the required consent is obtained, any term of this Agreement and the Restated Loan Documents may be amended or waived with or without the consent of the Purchaser, except as set forth in the preceding sentence.

**Section 8.03 Successors and Assigns.** This Agreement may not be assigned, conveyed or transferred without the prior written consent of the Seller. The rights and obligations of the Seller and Purchaser under this Agreement shall be binding upon and benefit their respective successors, permitted assigns, heirs, administrators and transferees.

**Section 8.04 Notices.** All notices, requests and demands to or upon the respective parties hereto to be effective shall be in writing, and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when delivered by hand, or, in the case of electronic mail, when received, or, in the case of a nationally recognized courier service, one business day after delivery to such courier service, addressed as follows or to such other address as may be hereafter notified by the respective parties hereto:

Seller: Complete Business Solutions Group  
205 Arch St., Floor 2  
Philadelphia, PA 19106  
Attn: Joe Cole

With a copy to: Fox Rothschild LLP  
2000 Market Street, 20<sup>th</sup> Floor

Philadelphia, PA 19103  
Attn: Brett A. Berman, Esq.

Purchaser: To the address set forth on Schedule I attached hereto

**Section 8.05 Waiver; Cumulative Remedies.** No failure to exercise and no delay in exercising, on the part of either party of any right, remedy, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law or in equity.

**Section 8.06 Payment of Fees, Expenses.** Each of the parties hereto shall bear its own costs and expenses in connection with the transactions contemplated hereunder including, without limitation, any litigation arising under this Agreement.

**Section 8.07 Counterparts.** This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

**Section 8.08 Severability.** Any provision of this Agreement 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.

**Section 8.09 Governing Law.** This Agreement shall be construed and enforced in accordance with, and governed by, laws of the Commonwealth of Pennsylvania, without giving effect to the conflicts of law principles thereof.

**Section 8.10 Jurisdiction and Service of Process.** Any legal action or proceeding with respect to this Agreement or the other Restated Loan Documents or arising out of the Purchaser's purchase of the Restated Note and the Seller's sale of the Restated Note shall be brought in the courts of the Commonwealth of Pennsylvania or of the United States of America for the Eastern District of Pennsylvania. By execution and delivery of this Agreement, each of the parties hereto accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts, irrevocably waives objection to the laying of venue of such claim or cause of action brought in such court, irrevocably waives any claim that any such claim or cause of action brought in such court has been brought in an inconvenient forum, irrevocably waives the right to object, with respect to such claim or cause of action brought in such court that the court does not have jurisdiction over such party, irrevocably agrees that service of process sufficient to confer personal jurisdiction in any such action may be made by any party on the other by courier service, with a copy by regular mail, with service to be made to the addresses set forth in Section 8.04, and irrevocably waives any objection which such party may have to such service of process in any such action.

**Section 8.11 Waiver of Class Action; Waiver of Jury Trial.**

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

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

**Section 8.12 No Third Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto, the holders of New Senior Indebtedness (who are intended beneficiaries of the terms and conditions of this Agreement and the Restated Documents) and their permitted assigns and nothing in this Agreement expressed or implied shall give or be construed to give to any Person, other than the parties hereto, the holders of New Senior Indebtedness and such permitted assigns, any legal or equitable rights under this Agreement.

**Section 8.13 Entire Agreement Drafting.** This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings of the parties, oral and written, with respect to the subject matter hereof. No party shall be liable or bound to any other party in any manner by any representation, warranty or covenant relating to such subject matter except as specifically set forth in this Agreement. No rule of construction shall be applied against the party drafting this Agreement.


**Section 8.14 Amendment and Restatement.** This Agreement amends, restates and replaces the Original Note Purchase Agreement in its entirety and all terms, provisions, covenants, representations, warranties, rights and remedies contained in such Original Note Purchase Agreement are of no force and effect and are fully replaced by this Agreement.

(Signatures on Following Page)

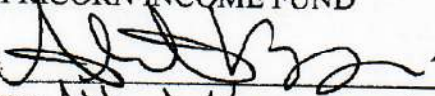
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

**SELLER:**

**COMPLETE BUSINESS SOLUTIONS GROUP INC.**

By:   
Name: JOE COLE  
Title: CFO

**PURCHASER:**  
CAPRICORN INCOME FUND

By:   
Name: Albert Vegnozzi  
Title: Member

**SUPPLEMENT TO SIGNATURE PAGE  
PURCHASER QUALIFICATION AS ACCREDITED INVESTOR  
PLEASE CHECK ONE AS APPROPRIATE**

\_\_\_\_\_ (1) a bank, insurance company, registered investment company, business development company, or small business investment company;

\_\_\_\_\_ (2) Any private business development company as defined in section 202(a)(22) of the Investment Advisers Act of 1940;

(3) Any organization described in section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000;

\_\_\_\_\_ (4) Any director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;

\_\_\_\_\_ (5) Any natural person whose individual net worth, or joint net worth with that person's spouse, exceeds \$1,000,000.

(i) Except as provided in paragraph (5)(ii) of this section, for purposes of calculating net worth under this paragraph (5):

(A) The person's primary residence shall not be included as an asset;

(B) Indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of the sale of securities, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of sale of securities exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and

(C) Indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence at the time of the sale of securities shall be included as a liability;

\_\_\_\_\_ (6) Any natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with that person's spouse in excess of \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;

\_\_\_\_\_ (7) Any trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in § 230.506(b)(2)(ii); and

\_\_\_\_\_ (8) Any entity in which all of the equity owners are accredited investors.

**SCHEDULE I**

**Purchaser Name:** CAPRICORN INCOME FUND

**Purchaser Address for Notices:** 21 West Front Street, Suite 300, Media, PA 19063

**Original Notes and Original Security Agreements**

1. Non-Negotiable Term Promissory Note and related Security Agreement, each dated 3/25/19
  - a. Outstanding Principal Balance: \$1,136,311.16
2. Non-Negotiable Term Promissory Note and related Security Agreement, each dated 4/25/19
  - a. Outstanding Principal Balance: \$694,000.00
3. Non-Negotiable Term Promissory Note and related Security Agreement, each dated 5/10/19
  - a. Outstanding Principal Balance: \$ 501,000.00
4. Non-Negotiable Term Promissory Note and related Security Agreement, each dated 5/25/19
  - a. Outstanding Principal Balance: \$201,000.00
5. Non-Negotiable Term Promissory Note and related Security Agreement, each dated 6/10/19
  - a. Outstanding Principal Balance: \$586,700.00
6. Non-Negotiable Term Promissory Note and related Security Agreement, each dated 6/25/19
  - a. Outstanding Principal Balance: \$568,000.00
7. Non-Negotiable Term Promissory Note and related Security Agreement, each dated 7/10/19
  - a. Outstanding Principal Balance: \$1,316,000.00
8. Non-Negotiable Term Promissory Note and related Security Agreement, each dated 7/25/19
  - a. Outstanding Principal Balance: \$1,934,000.00
9. Non-Negotiable Term Promissory Note and related Security Agreement, each dated 8/10/19
  - a. Outstanding Principal Balance: \$947,500.00
10. Non-Negotiable Term Promissory Note and related Security Agreement, each dated 8/25/19
  - a. Outstanding Principal Balance: \$1,273,000.00
11. Non-Negotiable Term Promissory Note and related Security Agreement, each dated 9/25/19
  - a. Outstanding Principal Balance: \$1,267,500.00
12. Non-Negotiable Term Promissory Note and related Security Agreement, each dated 10/10/19
  - a. Outstanding Principal Balance: \$885,000.00
13. Non-Negotiable Term Promissory Note and related Security Agreement, each dated 10/25/19



- a. Outstanding Principal Balance: \$1,576,500.00
- 14. Non-Negotiable Term Promissory Note and related Security Agreement, each dated 11/10/19
  - a. Outstanding Principal Balance: \$1,542,500.00
- 15. Non-Negotiable Term Promissory Note and related Security Agreement, each dated 11/25/19
  - a. Outstanding Principal Balance: \$1,165,700.00
- 16. Non-Negotiable Term Promissory Note and related Security Agreement, each dated 12/10/19
  - a. Outstanding Principal Balance: \$777,000.00
- 17. Non-Negotiable Term Promissory Note and related Security Agreement, each dated 12/25/19
  - a. Outstanding Principal Balance: \$614,000.00
- 18. Non-Negotiable Term Promissory Note and related Security Agreement, each dated 01/10/20
  - a. Outstanding Principal Balance: \$283,000.00
- 19. Non-Negotiable Term Promissory Note and related Security Agreement, each dated 01/25/20
  - a. Outstanding Principal Balance: \$751,000.00
- 20. Non-Negotiable Term Promissory Note and related Security Agreement, each dated 02/10/20
  - a. Outstanding Principal Balance: \$435,000.00
- 21. Non-Negotiable Term Promissory Note and related Security Agreement, each dated 02/25/20
  - a. Outstanding Principal Balance: \$239,500.00

**Total Outstanding Principal Balance of Original Notes as of Effective Date: \$18,694,211.16**

**EXHIBIT A**  
**FORM OF RESTATED NOTE**

[See attached]

**EXHIBIT B**  
**FORM OF RESTATED SECURITY AGREEMENT**

[See attached]

**EXHIBIT C**  
**REGULATORY MATTERS**

On November 28, 2018, without or admitting or denying certain allegations of the staff of the Pennsylvania Department of Banking and Securities (“PADOBS”), the Company agreed to issuance of an order wherein PADOBS found that the Company had employed at least one unregistered agent in violation of Section 301(b) of the Pennsylvania Securities Act of 1972 in connection with the offer and sale of its promissory notes in Pennsylvania for which the Company paid a monetary assessment (the “PA Order”). The Company has continued to offer and sell notes in Pennsylvania in compliance with that order. The order can be found at:

[www.dobs.pa.gov/Documents/Enforcement%20Orders/2018/112818\\_CompleteBusinessSolutions.pdf](http://www.dobs.pa.gov/Documents/Enforcement%20Orders/2018/112818_CompleteBusinessSolutions.pdf)

On December 27, 2018, the New Jersey Bureau of Securities issued a Cease and Desist Order against the Company alleging that the Company sold unregistered securities and employed agents who were not registered under the New Jersey Securities Act (the “NJ Order”). The order did not impose any sanctions or other penalties against the Company. The Company retained New Jersey counsel and made appropriate filings with the New Jersey Bureau of Securities and no further action has been taken against the Company. The order can be found at:

[www.nj.gov/oag/newsreleases18/CBSG-dba-PAR-Funding-Order.pdf](http://www.nj.gov/oag/newsreleases18/CBSG-dba-PAR-Funding-Order.pdf)

On February 25, 2020, the Texas State Securities Board (“TSSB”) issued a Cease and Desist Order against the Company and several other entities unrelated to the Company alleging that the Company offered and sold unregistered securities, acted as an unregistered dealer and omitted disclosure of the PA Order, the NJ Order and certain information about the Company’s ownership and management in violation of the Texas Securities Act. (the “TX Order”). The TX Order did not impose any sanctions or other penalties against the Company. The Company is complying with the TX Order. The Company has engaged Texas counsel and has requested a hearing on the TX Order. The TX Order can be found at:

[www.ssb.texas.gov/sites/default/files/Beasley\\_ENF\\_CDO\\_20\\_1798.pdf](http://www.ssb.texas.gov/sites/default/files/Beasley_ENF_CDO_20_1798.pdf)

**EXHIBIT B**

**AMENDED AND RESTATED  
PROMISSORY NOTE**

**THIS RESTATED NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED OR APPLICABLE STATE SECURITIES LAWS. THIS RESTATED NOTE MAY NOT BE OFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, HYPOTHECATED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT PERTAINING TO THIS RESTATED NOTE UNDER SUCH LAWS, OR IF SUCH REGISTRATION IS NOT REQUIRED TO EFFECT SUCH SALE OR OFFER.**

**AMENDED AND RESTATED NON-NEGOTIABLE, NON-TRANSFERABLE  
TERM PROMISSORY NOTE**

**\$18,694,211.16**

Effective Date: As defined in the Restated Note Purchase Agreement

FOR VALUE RECEIVED, COMPLETE BUSINESS SOLUTIONS GROUP INC., a Delaware corporation ("Maker"), with an address of 2000 PGA Blvd., Suite 4440, Palm Beach Gardens, FL 33408, promises to pay, without rights of set-off, to the order of CAPRICORN INCOME FUND (hereinafter called "Payee") with an address of 2112 East 4th Street, Brooklyn, NY 11223 or such other place as Payee may designate to Maker in writing the principal sum of Eighteen Million Six Hundred Ninety-Four Thousand Two Hundred Eleven and 16/100 Dollars (\$18,694,211.16) lawful money of the United States of America, together with interest on the outstanding balance thereof, as provided herein. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Amended and Restated Note Purchase Agreement between Maker and Payee of even date herewith (the "Restated Note Purchase Agreement").

**THIS RESTATED NOTE AMENDS, RESTATES, SUPERSEDES AND REPLACES IN ITS ENTIRETY EACH OF THE ORIGINAL NOTES ISSUED TO PAYEE BY MAKER, WHICH ARE IDENTIFIED ON SCHEDULE I TO THE RESTATED NOTE PURCHASE AGREEMENT. SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THE RESTATED NOTE PURCHASE AGREEMENT, THE ENTIRE AGGREGATE, OUTSTANDING BALANCE OF THE ORIGINAL NOTES UNDER THE ORIGINAL NOTE PURCHASE AGREEMENT (TAKING INTO ACCOUNT THE MORATORIUM ON INTEREST FROM MARCH 16, 2020 THROUGH THE EFFECTIVE DATE) SHALL BE DEEMED TO BE THE ORIGINAL OUTSTANDING PRINCIPAL BALANCE OF THE RESTATED NOTE AS OF THE EFFECTIVE DATE AS SET FORTH ABOVE.**

This Restated Note is one of a series of amended and restated promissory notes issued on substantially similar terms by the Maker to the Other Secured Lenders (collectively referred to herein as the "Restated Notes").

1. INTEREST. Commencing on the Effective Date, interest shall accrue on the outstanding principal amount hereunder at the rate of five percent (5%) per annum during the term of this Restated Note until the principal amount of this Restated Note and all accrued interest is paid in full, subject to acceleration and payment in full in accordance with Sections 7 and 8 below. All interest shall be calculated based upon the actual number of days elapsed.

2. MATURITY DATE. This Restated Note shall mature and be payable on the seventh (7<sup>th</sup>) anniversary of the Effective Date (the “Maturity Date”).
3. REPAYMENT.
  - a. Except to the extent the Maturity Date shall be accelerated as herein provided, (i) commencing on the first Business Day of the month following the Effective Date, interest shall be paid in arrears in eighty-four (84) installments, and (ii) commencing on the first (1<sup>st</sup>) Business Day of the month following the first (1<sup>st</sup>) anniversary of the Effective Date, the principal balance shall be paid in seventy-two (72) installments, each in the amounts set forth on Schedule A attached hereto, with the final installment of interest and principal in an amount sufficient to fully pay the remaining balance in accordance with the amortization schedule attached hereto as Schedule A.
  - b. All payments to be made by Maker hereunder shall be paid on or before the first Business Day of each month. For purposes of this Restated Note, the term “Business Day” means a day other than a Saturday, Sunday or legal holiday under the laws of the Commonwealth of Pennsylvania.
  - c. All payments made by Maker hereunder shall be applied first to accrued interest, then to any and all sums, other than principal, due hereunder, and then to principal.
  - d. Maker shall have the right, at its option, to prepay the principal balance of this Restated Note, in whole or in part, at any time and from time to time without premium or penalty.
4. SECURITY. To secure the obligations of Maker under this Restated Note, Maker has entered into an Amended and Restated Security Agreement with Payee, dated as of the date hereof (the “Restated Security Agreement”).
5. SUBORDINATION. This Restated Note and the rights and obligations evidenced hereby are subordinate in the manner and to the extent set forth in the Restated Note Purchase Agreement. Notwithstanding anything else to the contrary stated herein, any and all covenants, warranties and representations made herein and any all rights or remedies granted to the Payee herein are subject to the *pari passu* and subordination provisions contained in the Restated Note Purchase Agreement.
6. Each of the following shall constitute an “Event of Default” hereunder:
  - a. (i) Maker fails to make any required payment of principal, accrued interest or any other amount under this Restated Note on or before the date on which it shall fall due hereunder, or (ii) Maker breaches or violates any of the other representations, warranties, terms, provisions or covenants of this Restated Note, the Amended and

Restated Note Purchase Agreement or the Restated Security Agreement (hereinafter collectively referred to as the "Restated Loan Documents");

- b. (i) Maker files a voluntary petition in bankruptcy or a voluntary petition or any answer seeking reorganization, arrangement, readjustment of Maker's debts or for any other relief under the Federal bankruptcy code, or under any other existing or future federal or state insolvency act or law, (ii) the application by Maker for, or the appointment by consent or acquiescence of, a receiver or trustee of Maker or for all or a substantial part of Maker's property, or (iii) the making by Maker of an assignment for the benefit of creditors; or
    - c. the filing of any involuntary petition against Maker in bankruptcy or seeking reorganization, arrangement, or readjustment of Maker's debts or for any other relief under the Federal bankruptcy code, or under any other existing or future federal or state insolvency act or law, or (ii) the involuntary appointment of a receiver or trustee of Maker or for all or a substantial part of Maker's property, and a continuance of any such events for a period of thirty (30) days undismissed, unbonded or undischarged.
7. Upon the occurrence of any Event of Default under paragraph 6(a), Payee may, at Payee's option, declare the unpaid principal balance of, all accrued and unpaid interest on, and all other sums payable with regard to this Restated Note to be immediately due and payable, and demand payment therefor, and may exercise any of Payee's rights and remedies for collection of this Restated Note whether set forth herein or otherwise available under law.
8. Upon the occurrence of an Event of Default under paragraph 6(b) or (c), the unpaid principal balance of, all accrued, unpaid interest on, and all other sums payable with regard to, this Restated Note shall automatically and immediately become due and payable, without any further action on the part of Payee.
9. Upon the occurrence and continuance of an Event of Default hereunder and the acceleration of all amounts due and payable hereunder as provided herein, Payee may also recover all costs of suit and other expenses in connection therewith, including reasonable attorneys' fees and costs, for collection of the total amount then due by Maker to Payee under this Restated Note.
10. The remedies of Payee as provided herein and under applicable law shall be cumulative and concurrent, and may be pursued singly, successively, or together against Maker at the sole discretion of the Payee, and such remedies shall not be exhausted by any exercise thereof but may be exercised as often as occasion therefor shall occur. Any failure of Payee to exercise any right hereunder at any time shall not be construed as a waiver of the right to exercise the same or any other right at any other time.
11. Maker waives presentment for payment, notice of dishonor and nonpayment, notice of protest, and protest of this Restated Note, and all other notices in connection with the delivery, acceptance, performance, default or enforcement of the payment of this Restated



Note, and Maker agrees that Maker's liability shall be unconditional without regard to the liability of any other party and shall not be in any manner affected by any indulgence, extension of time, renewal, waiver or modification granted or consented to by Payee; and Maker consents to any and all extensions of time, renewals, waivers, or modifications that may be granted by Payee with respect to the payment or other provisions of this Restated Note.

12. This Restated Note may not be assigned, pledged or transferred by any party hereto without the prior written consent of the other party hereto and any attempted assignment without the required consent shall be void; provided, however, that Maker may assign or transfer this Restated Note in connection with a change of control transaction, including a merger, business combination or sale of all or substantially all of the capital stock or assets of the Maker. The words "Payee" and "Maker" whenever occurring herein shall be deemed and construed to include the respective permitted successors and assigns of Payee and the respective permitted successors and permitted assigns of Maker.
13. This instrument shall be governed by construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to principles of conflicts of laws.
14. Any legal action or proceeding with respect to this Restated Note shall be brought in the courts of the Commonwealth of Pennsylvania or of the United States of America for the Eastern District of Pennsylvania. By execution and delivery of this Agreement, each of the parties hereto accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts, irrevocably waives objection to the laying of venue of such claim or cause of action brought in such court, irrevocably waives any claim that any such claim or cause of action brought in such court has been brought in an inconvenient forum, irrevocably waives the right to object, with respect to such claim or cause of action brought in such court that the court does not have jurisdiction over such party, irrevocably agrees that service of process sufficient to confer personal jurisdiction in any such action may be made by any party on the other by courier service, with a copy by regular mail, with service to be made to the addresses set forth in the Restated Note Purchase Agreement, and irrevocably waives any objection which such party may have to such service of process in any such action.
15. **Waiver of Class Action; Waiver of Jury Trial.**
  - a. WAIVER OF CLASS ACTION. EACH PARTY HERETO WAIVES THE RIGHT TO LITIGATE IN COURT OR ARBITRATE ANY CLAIM OR DISPUTE UNDER THIS RESTATED NOTE OR ANY OF THE OTHER RESTATED LOAN DOCUMENTS AS A CLASS ACTION, EITHER AS A MEMBER OF A CLASS OR AS A REPRESENTATIVE, OR TO ACT AS A PRIVATE ATTORNEY GENERAL.
  - b. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT

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


16. In no event shall charges constituting interest exceed the rate permitted under any applicable law or regulation. If any provision of this Restated Note is determined by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions hereof, other than those to which it is held invalid or unenforceable, and this Restated Note will be construed and enforced as if such invalid or unenforceable provisions had never been inserted.
17. **Amendment and Restatement.** This Restated Note amends, restates, replaces and consolidates the Original Notes identified on Schedule I to the Restated Note Purchase Agreement in their entirety and all terms, provisions, covenants, representations, warranties, rights and remedies contained in such Original Notes are of no force and effect and are fully replaced by this Restated Note.

[signatures to follow]

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

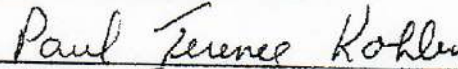
**SELLER:**

**COMPLETE BUSINESS SOLUTIONS GROUP INC.**


By:   
Name: JOE COVE  
Title: CFO

**PURCHASER:**

**CAPRICORN INCOME FUND**

By:   
Name: Paul Terence Kohler  
Title: Member

**CAPRICORN INCOME FUND**

By:   
Name: Albert Vagnozzi  
Title: Member

**SCHEDULE A TO RESTATED NOTE**

**Amortization Schedule**

[To be attached]

Amortization Table

Purchaser: Capricorn Income Fund  
Principal: \$18,694,211.16

Month	Balance	Interest	Principal	Payment	Month	Balance	Interest	Principal	Payment
1	\$18,694,211.16	\$ 77,892.55	\$ -	\$ 77,892.55	43	\$ 14,488,013.65	\$ 60,366.72	\$ 233,677.64	\$ 294,044.36
2	\$18,694,211.16	\$ 77,892.55	\$ -	\$ 77,892.55	44	\$ 14,254,336.01	\$ 59,393.07	\$ 233,677.64	\$ 293,070.71
3	\$18,694,211.16	\$ 77,892.55	\$ -	\$ 77,892.55	45	\$ 14,020,658.37	\$ 58,419.41	\$ 233,677.64	\$ 292,097.05
4	\$18,694,211.16	\$ 77,892.55	\$ -	\$ 77,892.55	46	\$ 13,786,980.73	\$ 57,445.75	\$ 233,677.64	\$ 291,123.39
5	\$18,694,211.16	\$ 77,892.55	\$ -	\$ 77,892.55	47	\$ 13,553,303.09	\$ 56,472.10	\$ 233,677.64	\$ 290,149.74
6	\$18,694,211.16	\$ 77,892.55	\$ -	\$ 77,892.55	48	\$ 13,319,625.45	\$ 55,498.44	\$ 233,677.64	\$ 289,176.08
7	\$18,694,211.16	\$ 77,892.55	\$ -	\$ 77,892.55	49	\$ 13,085,947.81	\$ 54,524.78	\$ 311,570.19	\$ 366,094.97
8	\$18,694,211.16	\$ 77,892.55	\$ -	\$ 77,892.55	50	\$ 12,774,377.63	\$ 53,226.57	\$ 311,570.19	\$ 364,796.76
9	\$18,694,211.16	\$ 77,892.55	\$ -	\$ 77,892.55	51	\$ 12,462,807.44	\$ 51,928.36	\$ 311,570.19	\$ 363,498.55
10	\$18,694,211.16	\$ 77,892.55	\$ -	\$ 77,892.55	52	\$ 12,151,237.25	\$ 50,630.16	\$ 311,570.19	\$ 362,200.34
11	\$18,694,211.16	\$ 77,892.55	\$ -	\$ 77,892.55	53	\$ 11,839,667.07	\$ 49,331.95	\$ 311,570.19	\$ 360,902.13
12	\$18,694,211.16	\$ 77,892.55	\$ -	\$ 77,892.55	54	\$ 11,528,096.88	\$ 48,033.74	\$ 311,570.19	\$ 359,603.92
13	\$18,694,211.16	\$ 77,892.55	\$ 77,892.55	\$ 155,785.09	55	\$ 11,216,526.70	\$ 46,735.53	\$ 311,570.19	\$ 358,305.71
14	\$18,616,318.61	\$ 77,567.99	\$ 77,892.55	\$ 155,460.54	56	\$ 10,904,956.51	\$ 45,437.32	\$ 311,570.19	\$ 357,007.50
15	\$18,538,426.07	\$ 77,243.44	\$ 77,892.55	\$ 155,135.99	57	\$ 10,593,386.32	\$ 44,139.11	\$ 311,570.19	\$ 355,709.30
16	\$18,460,533.52	\$ 76,918.89	\$ 77,892.55	\$ 154,811.44	58	\$ 10,281,816.14	\$ 42,840.90	\$ 311,570.19	\$ 354,411.09
17	\$18,382,640.97	\$ 76,594.34	\$ 77,892.55	\$ 154,486.88	59	\$ 9,970,245.95	\$ 41,542.69	\$ 311,570.19	\$ 353,112.88
18	\$18,304,748.43	\$ 76,269.79	\$ 77,892.55	\$ 154,162.33	60	\$ 9,658,675.77	\$ 40,244.48	\$ 311,570.19	\$ 351,814.67
19	\$18,226,855.88	\$ 75,945.23	\$ 77,892.55	\$ 153,837.78	61	\$ 9,347,105.58	\$ 38,946.27	\$ 389,462.73	\$ 428,409.01
20	\$18,148,963.33	\$ 75,620.68	\$ 77,892.55	\$ 153,513.23	62	\$ 9,035,535.39	\$ 37,648.06	\$ 389,462.73	\$ 427,110.80
21	\$18,071,070.79	\$ 75,296.13	\$ 77,892.55	\$ 153,188.67	63	\$ 8,723,965.20	\$ 36,349.85	\$ 389,462.73	\$ 425,812.59
22	\$17,993,178.24	\$ 74,971.58	\$ 77,892.55	\$ 152,864.12	64	\$ 8,412,395.01	\$ 35,051.64	\$ 389,462.73	\$ 424,514.38
23	\$17,915,285.70	\$ 74,647.02	\$ 77,892.55	\$ 152,539.57	65	\$ 8,100,824.82	\$ 33,753.43	\$ 389,462.73	\$ 423,216.17
24	\$17,837,393.15	\$ 74,322.47	\$ 77,892.55	\$ 152,215.02	66	\$ 7,789,254.63	\$ 32,455.22	\$ 389,462.73	\$ 421,917.96
25	\$17,759,500.60	\$ 73,997.92	\$ 155,785.09	\$ 229,783.01	67	\$ 7,477,684.44	\$ 31,157.01	\$ 389,462.73	\$ 420,619.75
26	\$17,681,608.05	\$ 73,673.37	\$ 155,785.09	\$ 229,458.46	68	\$ 7,166,114.25	\$ 29,858.80	\$ 389,462.73	\$ 419,321.54
27	\$17,603,715.51	\$ 73,348.81	\$ 155,785.09	\$ 229,133.91	69	\$ 6,854,544.06	\$ 28,560.59	\$ 389,462.73	\$ 418,023.33
28	\$17,525,822.96	\$ 73,024.26	\$ 155,785.09	\$ 228,809.36	70	\$ 6,542,973.87	\$ 27,262.38	\$ 389,462.73	\$ 416,725.12
29	\$17,447,930.42	\$ 72,700.71	\$ 155,785.09	\$ 228,484.80	71	\$ 6,231,403.68	\$ 25,964.17	\$ 389,462.73	\$ 415,426.91
30	\$17,370,037.87	\$ 72,376.16	\$ 155,785.09	\$ 228,160.25	72	\$ 5,919,833.49	\$ 24,665.96	\$ 389,462.73	\$ 414,128.70
31	\$17,292,145.32	\$ 72,051.61	\$ 155,785.09	\$ 227,835.70	73	\$ 5,608,263.30	\$ 23,367.75	\$ 389,462.73	\$ 412,830.49
32	\$17,214,252.77	\$ 71,727.06	\$ 155,785.09	\$ 227,511.14	74	\$ 5,296,693.11	\$ 22,069.54	\$ 389,462.73	\$ 411,532.28
33	\$17,136,360.23	\$ 71,402.51	\$ 155,785.09	\$ 227,186.59	75	\$ 4,985,122.92	\$ 20,771.33	\$ 389,462.73	\$ 410,234.07
34	\$17,058,467.68	\$ 71,077.96	\$ 155,785.09	\$ 226,862.04	76	\$ 4,673,552.73	\$ 19,473.12	\$ 389,462.73	\$ 408,935.86
35	\$16,980,575.14	\$ 70,753.41	\$ 155,785.09	\$ 226,537.49	77	\$ 4,361,982.54	\$ 18,174.91	\$ 389,462.73	\$ 407,637.65
36	\$16,902,682.59	\$ 70,428.86	\$ 155,785.09	\$ 226,212.94	78	\$ 4,050,412.35	\$ 16,876.70	\$ 389,462.73	\$ 406,339.44
37	\$16,824,790.04	\$ 70,104.31	\$ 155,785.09	\$ 225,888.38	79	\$ 3,738,842.16	\$ 15,578.49	\$ 389,462.73	\$ 405,041.23
38	\$16,746,897.49	\$ 69,779.76	\$ 155,785.09	\$ 225,563.83	80	\$ 3,427,271.97	\$ 14,280.28	\$ 389,462.73	\$ 403,743.02
39	\$16,669,004.95	\$ 69,455.21	\$ 155,785.09	\$ 225,239.28	81	\$ 3,115,701.78	\$ 12,982.07	\$ 389,462.73	\$ 402,444.81
40	\$16,591,112.40	\$ 69,130.66	\$ 155,785.09	\$ 224,914.73	82	\$ 2,804,131.59	\$ 11,683.86	\$ 389,462.73	\$ 401,146.60
41	\$16,513,219.86	\$ 68,806.11	\$ 155,785.09	\$ 224,590.18	83	\$ 2,492,561.40	\$ 10,385.65	\$ 389,462.73	\$ 400,848.39
42	\$16,435,327.31	\$ 68,481.56	\$ 155,785.09	\$ 224,265.63	84	\$ 2,181,091.21	\$ 9,087.44	\$ 389,462.73	\$ 400,550.18
43	\$16,357,434.77	\$ 68,157.01	\$ 155,785.09	\$ 223,941.07					
44	\$16,279,542.22	\$ 67,832.46	\$ 155,785.09	\$ 223,616.52					
45	\$16,201,649.67	\$ 67,507.91	\$ 155,785.09	\$ 223,291.97					
46	\$16,123,757.13	\$ 67,183.36	\$ 155,785.09	\$ 222,967.42					
47	\$16,045,864.58	\$ 66,858.81	\$ 155,785.09	\$ 222,642.86					
48	\$15,967,972.04	\$ 66,534.26	\$ 155,785.09	\$ 222,318.31					
49	\$15,890,079.49	\$ 66,209.71	\$ 155,785.09	\$ 221,993.76					
50	\$15,812,186.95	\$ 65,885.16	\$ 155,785.09	\$ 221,669.21					
51	\$15,734,294.40	\$ 65,560.61	\$ 155,785.09	\$ 221,344.66					
52	\$15,656,401.85	\$ 65,236.06	\$ 155,785.09	\$ 221,020.11					
53	\$15,578,509.30	\$ 64,911.51	\$ 155,785.09	\$ 220,695.56					
54	\$15,500,616.75	\$ 64,586.96	\$ 155,785.09	\$ 220,371.01					
55	\$15,422,724.20	\$ 64,262.41	\$ 155,785.09	\$ 220,046.46					
56	\$15,344,831.65	\$ 63,937.86	\$ 155,785.09	\$ 219,721.91					
57	\$15,266,939.10	\$ 63,613.31	\$ 155,785.09	\$ 219,397.36					
58	\$15,189,046.55	\$ 63,288.76	\$ 155,785.09	\$ 219,072.81					
59	\$15,111,154.00	\$ 62,964.21	\$ 155,785.09	\$ 218,748.26					
60	\$15,033,261.45	\$ 62,639.66	\$ 155,785.09	\$ 218,423.71					
61	\$14,955,368.90	\$ 62,315.11	\$ 155,785.09	\$ 218,099.16					
62	\$14,877,476.35	\$ 61,990.56	\$ 155,785.09	\$ 217,774.61					
63	\$14,799,583.80	\$ 61,666.01	\$ 155,785.09	\$ 217,450.06					
64	\$14,721,691.25	\$ 61,341.46	\$ 155,785.09	\$ 217,125.51					
65	\$14,643,798.70	\$ 61,016.91	\$ 155,785.09	\$ 216,800.96					
66	\$14,565,906.15	\$ 60,692.36	\$ 155,785.09	\$ 216,476.41					
67	\$14,488,013.60	\$ 60,367.81	\$ 155,785.09	\$ 216,151.86					
68	\$14,410,121.05	\$ 60,043.26	\$ 155,785.09	\$ 215,827.31					
69	\$14,332,228.50	\$ 59,718.71	\$ 155,785.09	\$ 215,502.76					
70	\$14,254,335.95	\$ 59,394.16	\$ 155,785.09	\$ 215,178.21					
71	\$14,176,443.40	\$ 59,069.61	\$ 155,785.09	\$ 214,853.66					
72	\$14,098,550.85	\$ 58,745.06	\$ 155,785.09	\$ 214,529.11					
73	\$14,020,658.30	\$ 58,420.51	\$ 155,785.09	\$ 214,204.56					
74	\$13,942,765.75	\$ 58,095.96	\$ 155,785.09	\$ 213,880.01					
75	\$13,864,873.20	\$ 57,771.41	\$ 155,785.09	\$ 213,555.46					
76	\$13,786,980.65	\$ 57,446.86	\$ 155,785.09	\$ 213,230.91					
77	\$13,709,088.10	\$ 57,122.31	\$ 155,785.09	\$ 212,906.36					
78	\$13,631,195.55	\$ 56,797.76	\$ 155,785.09	\$ 212,581.81					
79	\$13,553,303.00	\$ 56,473.21	\$ 155,785.09	\$ 212,257.26					
80	\$13,475,410.45	\$ 56,148.66	\$ 155,785.09	\$ 211,932.71					
81	\$13,397,517.90	\$ 55,824.11	\$ 155,785.09	\$ 211,608.16					
82	\$13,319,625.35	\$ 55,499.56	\$ 155,785.09	\$ 211,283.61					
83	\$13,241,732.80	\$ 55,175.01	\$ 155,785.09	\$ 210,959.06					
84	\$13,163,840.25	\$ 54,850.46	\$ 155,785.09	\$ 210,634.51					
85	\$13,085,947.70	\$ 54,525.91	\$ 155,785.09	\$ 210,310.96					
86	\$13,008,055.15	\$ 54,201.36	\$ 155,785.09	\$ 209,986.41					
87	\$12,930,162.60	\$ 53,876.81	\$ 155,785.09	\$ 209,661.86					
88	\$12,852,270.05	\$ 53,552.26	\$ 155,785.09	\$ 209,337.31					
89	\$12,774,377.50	\$ 53,227.71	\$ 155,785.09	\$ 209,012.76					
90	\$12,696,484.95	\$ 52,903.16	\$ 155,785.09	\$ 208,688.21					
91	\$12,618,592.40	\$ 52,578.61	\$ 155,785.09	\$ 208,363.66					
92	\$12,540,699.85	\$ 52,254.06	\$ 155,785.09	\$ 208,039.11					
93	\$12,462,807.30	\$ 51,929.51	\$ 155,785.09	\$ 207,714.56					
94	\$12,384,914.75	\$ 51,604.96	\$ 155,785.09	\$ 207,390.01					
95	\$12,307,022.20	\$ 51,280.41	\$ 155,785.09	\$ 207,065.46					
96	\$12,229,129.65	\$ 50,955.86	\$ 155,785.09	\$ 206,740.91					
97	\$12,151,237.10	\$ 50,631.31	\$ 155,785.09	\$ 206,416.36					
98	\$12,073,344.55	\$ 50,306.76	\$ 155,785.09	\$ 206,091.81					
99	\$11,995,452.00	\$ 50,982.21	\$ 155,785.09	\$ 205,767.26					
100	\$11,917,559.45	\$ 50,657.66	\$ 155,785.09	\$ 205,442.71					
<b>Total</b>	<b>\$4,478,821.42</b>			<b>\$18,694,211.16</b>					

**EXHIBIT C**

**AMENDED AND RESTATED  
SECURITY AGREEMENT**

## AMENDED AND RESTATED SECURITY AGREEMENT

THIS AMENDED AND RESTATED SECURITY AGREEMENT (“Restated Security Agreement”) is made as of the Effective Date (as hereinafter defined) by COMPLETE BUSINESS SOLUTIONS GROUP INC. (“Debtor”) and CAPRICORN INCOME FUND (“Secured Party”). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Amended and Restated Note Purchase Agreement between Maker and Payee of even date herewith (the “Restated Note Purchase Agreement”).

WHEREAS, the parties have entered into the Restated Note Purchase Agreement pursuant to which Debtor is issuing Secured Party an Amended and Restated Note to replace certain Original Notes issued by Debtor to Secured Party which were secured by the Original Security Agreements identified on Schedule I in the Restated Note Purchase Agreement;

WHEREAS, as security for the payment and performance of Debtor’s obligations to Secured Party under the Restated Loan Documents, it is the intent of Debtor and Secured Party to amend and restate the Original Security Agreements as hereinafter provided;

NOW, THEREFORE, in consideration of the premises and mutual promises and covenants contained herein, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Definitions. As used herein the following terms have the meanings indicated:

(a) The term “**Collateral**” means all tangible and intangible personal property of Debtor, wherever located and whether now owned or hereafter acquired, including but not limited to, all accounts, contracts rights, general intangibles, chattel paper, machinery, equipment, goods, inventory, fixtures, investment property, letter of credit rights, supporting obligations, books and records, deposit accounts, bank accounts, documents and instruments, together with all proceeds thereof. Any term used in the Pennsylvania Uniform Commercial Code (as amended from time to time, the “UCC”) and not defined in this Security Agreement shall have the meaning given to the term in the UCC. In addition, the term “proceeds” shall have the meaning given to it in the UCC and shall additionally include but not be limited to, whatever is realized upon the use, sale, exchange, license, or other utilization of or any disposition of the Collateral, rights arising out of the Collateral and collections and distributions on the Collateral, whether cash or non-cash, and all proceeds of the foregoing.

(b) The term “**Effective Date**” means the Effective Date of the Restated Note Purchase Agreement.

(c) The term “**Obligations**” means all indebtedness, obligations and liabilities of any kind of Debtor to Secured Party now existing or hereafter arising, and whether direct or indirect, acquired outright, conditional or as a collateral security from another, absolute or contingent, joint or several, secured or unsecured, due or not due, arising before or after the filing of a petition by or against Debtor under the United States Bankruptcy Code or any applicable federal, state or foreign bankruptcy or other similar law, contractual or tortious, liquidated or unliquidated or arising by operation of law or otherwise, including without limitation all liabilities of Debtor to Secured Party under the Restated Note dated as of the date hereof.

(d) The term “**Restated Loan Documents**” means the Restated Note, this Restated Security Agreement, the Restated Note Purchase Agreement, and all other agreements, documents, instruments and certificates collateral to any of the foregoing, as the same may be amended, restated, modified or supplemented.

2. Grant of Security Interest.

(a) In consideration of the loan made by Secured Party to Debtor, Debtor hereby pledges, transfers and assigns to Secured Party, and grants to Secured Party and agrees that Secured Party shall have a general continuing lien upon and security interest in, all of the Collateral, to secure the payment of the Obligations.

(b) The security interest granted hereunder shall be *pari passu* with the security interests granted by Debtor to the Other Secured Lenders under the Other Restated Loan Documents.

(c) On or before the Effective Date, the Security Agent, as representative of Secured Party and the Other Secured Lenders, will file a UCC-1 Financing Statement in favor of Secured Party and the Other Secured Lenders as secured parties having equal priority (“Financing Statement”) and the Secured Party will not file a separate financing statement but shall rely solely on the Financing Statement. The Security Agent shall have the authority to file continuations and amendments to the Financing Statement as may be deemed necessary to the Security Agent to preserve the Secured Party’s and the Other Secured Lenders’ security interest hereunder until payment in full of the Obligations.

(d) To the extent Secured Party previously perfected Secured Party’s security interest granted under the Original Security Agreements by filing a UCC-1 Financing Statement, Secured Party shall be deemed to have subordinated its security interest to the *pari passu* security interest granted to Secured Party hereunder and the Other Secured Lenders under the Other Restated Loan Documents

3. Subordination. This Security Agreement and the rights and obligations evidenced hereby are subordinate in the manner and to the extent set forth in the Restated Note Purchase Agreement. Notwithstanding anything else to the contrary stated herein, any and all covenants, warranties and representations made herein and any all rights or remedies granted to the Secured Party herein are subject to the *pari passu* and subordination provisions contained in the Restated Note Purchase Agreement.

4. Representations, Warranties and Covenants. Debtor represents, warrants and covenants to Secured Party as follows with respect to itself:

(a) The information in any financial, credit or accounting statement furnished in connection with this Restated Security Agreement or the other Restated Loan Documents is or will be correct and complete.

(b) Debtor has taken all necessary action to authorize it to execute and deliver this Security Agreement and the other Loan Documents to which it is a party. This Security Agreement and each of the other Loan Documents to which Debtor is a party has been duly



executed and delivered by duly authorized officers of the Debtor and constitutes a legal, valid and binding obligation of Debtor, enforceable in accordance with its terms.

(c) The security interest granted by Debtor to Secured Party herein is valid and, upon the filing of the Financing Statement shall be a perfected security interest in all Collateral that can be perfected by the filing of a UCC financing statement with the Delaware Department of State and is enforceable according to its terms.

(d) Except as required by applicable law or regulation, Debtor covenants that it will keep confidential and not disclose to any third party the identity of Secured Party or the terms of any of the transactions contemplated by the Existing Note, this Security Agreement or any of the other Loan Documents. Secured Party consents to the use of Secured Party's name in the filing of any financing statement hereunder. Upon the consummation of the transactions contemplated by any such document, Debtor covenants that it shall return to Secured Party all originals and copies thereof received or obtained by it, without retaining any copies, in connection with such transactions.

5. Default. The occurrence of any one or more of the following events will constitute an "**Event of Default**" under this Security Agreement:

(a) Debtor fails to pay on or before the date due any amount payable on any of the Obligations, there occurs any Event of Default under the Restated Note or Debtor fails to observe or perform any covenant or agreement made in any of the Restated Loan Documents to which it is a party.

(b) Debtor becomes insolvent, makes an assignment for the benefit of creditors or calls a meeting of creditors, or any petition is filed by or against Debtor under any provision of any bankruptcy or other law alleging that Debtor is insolvent or unable to pay its debts as they mature.

(c) Any representation, warranty or information furnished to Secured Party by Debtor in connection with this Security Agreement or any other Restated Loan Document, including any warranty made by Debtor through the submission of any schedule or statement, certificate or other document pursuant to or in connection with any Restated Loan Document, is incorrect in any respect.

(d) Debtor makes or gives notice of any intention to make a bulk sale.

6. Remedies on Default. Upon the occurrence of any Event of Default, Secured Party will have the following remedies:

(a) Unless Secured Party elects otherwise, the entire unpaid amount of such of the Obligations as are not then otherwise due and payable will become immediately due and payable without notice to or demand on Debtor or any other obligor or guarantor.

(b) Secured Party may, at its option, exercise from time to time any and all rights and remedies available to it under the Pennsylvania Uniform Commercial Code or otherwise, including the right to assemble, receipt for, adjust, modify, repair, refurbish or refurbish (but without any obligation to do so) or foreclose or otherwise realize upon any of the Collateral

and to dispose of any of the Collateral at one or more public or private sales or other proceedings, and Debtor agrees that Secured Party or its nominee may become the purchaser at any such sale or sales. Debtor agrees that ten (10) days will be reasonable prior notice of the date of any public sale or other disposition of all or any part of the Collateral, or of the date on or after which any private sale or other disposition of the same may be made.

7. Remedies Cumulative. All rights and remedies of Secured Party under this or any other agreement between Debtor and Secured Party and under applicable law shall be deemed concurrent and cumulative and not alternative, and Secured Party may proceed with any number of remedies at the same time or at different times until all Obligations are fully satisfied. Debtor shall be liable to pay to Secured Party on demand any and all expenses, including reasonable attorneys' fees and legal expenses which may have been incurred by Secured Party related to:

(a) the enforcement of Secured Party's rights under this Security Agreement or any of the other Restated Loan Documents; or

(b) the custody, preservation, protection, use, operation, preparation for sale or sale of any Collateral, the incurring of all of which are hereby authorized to the extent Secured Party deems the same advisable.

8. Modification. No modification or waiver of any provision(s) herein will be effective unless the same is in writing signed by the party against whom its enforcement is sought.

9. Notices. All notices, demands and other communications which are required to be given to or made by any party to the others in connection with this Security Agreement or in connection with the Restated Note will be in writing and will be deemed to have been given when hand delivered or posted by certified or registered mail, or via overnight courier, to the address of each party set forth in the Restated Note Purchase Agreement. If notice is personally delivered, the individual accepting such notice, if requested, will sign a duplicate of the notice to evidence receipt thereof.

10. Successors and Assigns. This Security Agreement and all of the terms and conditions hereof will be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns but will confer no rights on third persons.

11. Governing Law. This Security Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without reference to conflicts of laws principles.

12. Jurisdiction and Venue. Any legal action or proceeding with respect to this Security Agreement shall be brought in the courts of the Commonwealth of Pennsylvania or of the United States of America for the Eastern District of Pennsylvania. By execution and delivery of this Security Agreement, each of the parties hereto accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts, irrevocably waives objection to the laying of venue of such claim or cause of action brought in such court, irrevocably waives any claim that any such claim or cause of action brought in such court has been brought in an inconvenient forum, irrevocably waives the right to object, with respect to such claim or cause of action brought in such court that the court does not have jurisdiction over such party, irrevocably

agrees that service of process sufficient to confer personal jurisdiction in any such action may be made by any party on the other by courier service, with a copy by regular mail, with service to be made to the addresses set forth in the Restated Note Purchase Agreement, and irrevocably waives any objection which such party may have to such service of process in any such action.

13. **Waiver of Class Action; Waiver of Jury Trial.**

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

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

14. Amendment and Restatement. This Agreement amends, restates and replaces the Original Security Agreements in their entirety and all terms, provisions, covenants, representations, warranties, rights and remedies contained in such Original Security Agreements are of no force and effect and are fully replaced by this Agreement.

[signatures to follow]

IN WITNESS WHEREOF, the undersigned have executed this Security Agreement as of the date above first written.

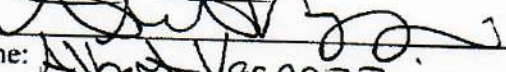
**DEBTOR:**

COMPLETE BUSINESS SOLUTIONS GROUP INC.

By:   
Name: Joe Cole  
Title: CFO

**SECURED PARTY:**

CAPRICORN INCOME FUND

By:   
Name: Albert Vagnozzi  
Title: Member

CAPRICORN INCOME FUND

By: Paul Terence Kohler  
Name: Paul Terence Kohler  
Title: member