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## MEMORANDUM OF UNDERSTANDING

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This Memorandum of Understanding (the "Agreement") is entered into on April 26, 2023 (the "Effective Date") by and between Anthony Curtis (Managed Member) of Business Makeover, LLC, located at 28494 Westinghouse Pl Suite 209, Valencia, California 91355 (the "Company")			
and located at			
and Anthony Cyptia (Managed Mamhan) of Dysin ass Makagyan LL Candons bareby			
and Anthony Curtis (Managed Member) of Business Makeover, LLC and are hereby referred to collectively as the "Parties").			
WHEREAS, the Parties wish to memorialize the terms of a non-exclusive agreement by which Anthony Curtis (Managed Member) of Business Makeover, LLC will introduce			
to monetary interest into a proprietary account relationship with Anthony Curtis (Managed			
Member) of Business Makeover, LLC. Anthony Curtis (Managed Member) of Business			
Makeover, LLC and ("Participant," or collectively, "Participants") will enter into this agreement in return for compensation to as set forth herein.			
NOW, THEREFORE, in consideration of the mutual undertakings herein contained, and for			
other good and valuable consideration, the receipt and sufficiency of which are hereby			
acknowledged, the Parties hereby agree as follows:			
1. <u>Compensation</u> . If at any time during the Term (as defined below) of this Agreement or any			
time thereafter, and as a result of Anthony Curtis (Managed Member) of Business Makeover,			
LLC, offer of such Shared Interest Parties will have in proprietary account relationship. Anthony			
Curtis (Managed Member) of Business Makeover, LLC is entering into an Agreement with one			
or more Participants in proprietary program arrangement that			
sole and complete compensation an amount equal to			

(a) Deposit of \$20,000 contributed by the Participant to Anthony Curtis (Managed Member) of Business Makeover, LLC and/or any subsidiary and/or affiliate of Company will return to at total of \$60,000 within 30 days. Timeframes are subject to variances within the proprietary program that may delay the return of principal and \$40,000 interest.

1. <u>Notice of Contact and Provisions of Agreements</u>. Each Party shall take such further action and shall execute and deliver such additional documents as the other Party may reasonably request in order to effectuate or perform the terms of this Agreement.

#1 I now know

2. <u>Relationship of Parties</u>. Nothing in this Agreement shall be construed to create joint venture between the Parties. especially percentages this large. #2 This

#1 I now know its illegal to guarantee returns, especially percentages this large. #2 This agreement is false because it was only created to deceive me into thinking I was investing into a program my money never went into.

- 5. <u>Anthony Curtis (Managed Member) of Business Makeover, LLC Warranties and Representations</u>. Company warrants and represents to that the following statements are true and correct in all respects, and will remain so throughout the Term of this Agreement:
- (a) Anthony Curtis CEO of Business Makeover, LLC is not insolvent or in any danger of insolvency or bankruptcy, and is not in dissolution proceedings.
- (b) Anthony Curtis CEO of Business Makeover, LLC has the right and authority to enter into this Agreement, there are no outstanding claims or litigation pending against Anthony Curtis, and the consent of no other person or entity is required to effectuate the terms of this Agreement.

If Anthony Curtis breaches any warranty or representation, or otherwise breaches this Agreement, in addition to any other equitable and legal remedies, may rescind this Agreement and recover any reasonable amounts expended by Anthony Curtis CEO of Business Makeover, LLC in developing relationships with investors, and reasonable attorneys' fees and costs. Anthony Curtis CEO of Business Makeover, LLC will at all times indemnify and hold harmless and his principals, subsidiaries and affiliates from any damage and expense (including reasonable attorneys' fees and costs) upon any breach of this provision.

## 6 General Terms

- (a) Dispute Resolution. Any controversy or claim arising out this Agreement or any breach thereof shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, in Los Angeles, California. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The prevailing Party will be entitled to reimbursement for costs and reasonable attorneys' fees and costs.
- (b) <u>No Third Party Benefit</u>. This Agreement is intended for the benefit of the Parties hereto and not for the benefit of any third parties.
- (c) <u>Term and Termination</u>. The term of this Agreement shall commence on the Effective Date and shall continue for one (30) days. Either Party may terminate this Agreement on 30 days written notice using the methods provided herein.
- (d) <u>Assignment.</u> This Agreement is personal to Anthony Curtis (Managed Member) of Business Makeover, LLC and may not be assigned. Company may assign this Agreement in its sole discretion.
- (e) Entire Agreement. This Agreement sets forth the entire agreement between the Parties with respect to the subject matter hereof. No oral or written promises, agreements, representations or warranties of any kind have been made or relied on by any Party hereto regarding the subject equity

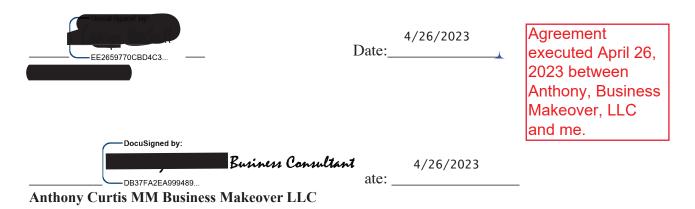
Not only did Anthony misrepresent this program, he did not invest the \$20k I sent him to enter into the program mentioned in this agreement, instead he used the money for his personal interests. When attempting to have the \$20k returned, he made many false promises, told many lies and diverted the responsibility of returning the funds on 3rd parties.

This agreement's termination is so short due to Anthony guaranteeing returns and if they did not occur his equity agreement would be activated, a false incentive.

matter hereof, except as specifically set forth in this Agreement. All prior discussions and negotiations have been and are merged and integrated into, and are superseded by, this Agreement.

- (f) <u>Modification</u>. This Agreement may not be amended or modified except in writing and signed by both Parties.
- (g) <u>Partial Invalidity</u>. If any provision(s) in this Agreement is held to be invalid by any court of competent jurisdiction, such provision(s) will be deemed severable from the remainder of the Agreement and will not otherwise affect this Agreement.
- (h) <u>Interpretation</u>. The validity and construction of this Agreement will be governed by California law. This Agreement will be deemed as prepared by all Parties and will be construed without regard to the Party responsible for its preparation.
- (i) <u>Execution</u>. This Agreement may be executed in counterparts, each of which will be deemed to be an original, and together will constitute the agreement of the Parties hereto.
- (j) <u>Notices</u>. All notices and documents to be sent under this Agreement will be delivered by Federal Express, next day delivery, personal delivery, or registered email to the addresses set forth in the beginning of this Agreement, or to such other addresses as the Parties may provide.
- (k) <u>Representation by Counsel</u>. The Parties have been represented by independent legal counsel of their own choosing, or have had the opportunity to be so represented and have waived such right.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Effective Date first above written.



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## BANK ACCOUNT INFORMATION

Name of Banking Institution: $\_$	 
Name on the Account:	
Routing Number:	
Account Number:	-
Address on Account:	_
Phone Number on Account:	

In my opinion, Anthony asks for my banking information at the end of this agreement as a deceptive tactic to make me believe he would ensure I would be paid principal and interest via wire transfer.