

GENERAL ASSIGNMENT FOR THE BENEFIT OF CREDITORS

THE GENERAL ASSIGNMENT FOR THE BENEFIT OF CREDITORS (the "General Assignment") is made this 19th day of February, 2019 (the "Effective Date") at 8:00 a.m. Pacific Standard Time, by and between **BRE America, LLC**, a California limited liability company located at 1130 Fremont Boulevard, Suite 105-332, in the City of Seaside, County of Monterey, State of California, 93955-5700, Federal Tax Identification Number 30-0945699, hereinafter referred to as "**Assignor**," and **DSI Assignments, LLC**, a Delaware limited liability company, located at 333 South Grand Avenue, Suite 4100, Los Angeles, CA 90071, hereinafter referred to as "**Assignee**."

WITNESSETH: Whereas Assignor is indebted to various persons, corporations and other entities and is unable to pay its debts in full, and has decided to [discontinue] its business, and is desirous of transferring all of its property to an assignee for the benefit of creditors so that the property so transferred may be expeditiously liquidated and the proceeds thereof be fairly distributed to its creditors without any preference or priority, except such priority as established and permitted by applicable law;

NOW, THEREFORE, in consideration of Assignor's existing indebtedness to its creditors, the covenants and agreements to be performed by Assignee and other consideration, receipt of which is hereby acknowledged, it is hereby **AGREED:**

1. **TRANSFER OF ASSETS.** Assignor hereby assigns, grants, conveys, transfers and sets over to Assignee all right, title and interest in personal property and all other assets, whatsoever and where so ever situated, which are now, or have ever been, used in connection with the operation of Assignor's business, and which assets include, but are not limited to all personal property and any interest therein exempt from execution, including all that certain stock of merchandise, office furniture and fixtures, book accounts, books, bills, accounts receivable,

General Assignment for the benefit of creditors

Re: BRE America, a California limited liability company

Page | 2

cash on hand, cash in bank, patents, copyrights, trademarks and trade names, insurance policies, tax refunds, rebates, general intangibles, URL's or related website rights, social media platforms insurance refunds and claims, and choses in action that are legally assignable, together with the proceeds of any non-assignable choses in action that may hereafter be recovered or received by the Assignor, and all real property interests. Further, this General Assignment specifically includes all claims for refunds or abatement of all excess taxes heretofore or hereafter assessed against or collected from the Assignor by the United States or any of its departments or agencies, any state or local taxing authority and the Assignor agrees to sign and execute a power of attorney or other such document(s) as required to enable Assignee to file and prosecute, compromise and/or settle all such claims before the respective taxing authority. Assignor agrees to endorse any refund checks relating to the prior operations of said Assignor's business and to deliver such checks immediately to Assignee.

2. **LEASES AND LEASEHOLD INTERESTS.** This General Assignment includes all leases and leasehold interests of Assignor, including in any asset of the Assignor; however should the Assignee determine that said lease or leasehold interest is of no value to the estate, then said interest is thereby relinquished without further liability or obligation to the Assignee.

3. **DELIVERY OF DOCUMENTS, ENDORSEMENTS AND FORWARDING OF MAIL.** Assignor authorizes the forwarding of its mail by the U.S. Postal Service as directed by Assignee. Assignor agrees to deliver to Assignee all books and records, to execute and deliver all additional necessary documents immediately upon request by Assignee, and to endorse all indicia of ownership to Assignee where required by Assignee in order to complete the transfer of all assets to Assignee as intended by this General Assignment.

4. **POWERS AND DUTIES OF ASSIGNEE.** Assignee shall have all powers necessary to marshal and liquidate the property of the estate including but not limited to:
- a. To collect any and all accounts receivable and obligations owing to Assignor unless otherwise sold by Assignee;
 - b. To sell or otherwise dispose of all personal property of Assignor in such manner as Assignee deems best. Assignee shall have the power to execute any and all documents necessary to effectuate the sale of said property and to convey title to same.
 - c. To sell or otherwise dispose of all tangible and intangible personal property of Assignor, including but not limited to all of Assignor's machinery, equipment, inventory, service or trademarks, trade names, patents, franchises, causes or choses in action and general intangibles in such manner as Assignee deems best. Assignee shall have the power to execute any and all documents necessary to effectuate the sale of this property and to convey title to same. In this regard, Assignee shall have the power to employ an auctioneer to appraise said assets and to conduct any public sale of the assets and to advertise said sale in such manner as Assignee deems best. Assignee shall have the power to execute bills of sale and any other such documents necessary to convey right, title and interest in Assignor's property to any bona fide buyer.
 - d. To employ attorneys, accountants and any other additional personnel to whatever extent may be necessary to administer the assets and claims of the assignment estate and to assist in the preparation and filing of any and all State, County or Federal Tax Returns as required.

- e. To require all of Assignor's creditors to whom any balance is owing to submit verified statements to Assignee of said claim(s), pursuant to California Code of Civil Procedure §1802.
- f. To settle any and all claims against or in favor of Assignor, with the full power to compromise, or, in the Assignee's sole discretion, to sue or be sued, and to prosecute or defend any claim or claims of any nature whatsoever existing in favor of Assignor.
- g. To open bank accounts in the name of the Assignee or its nominees or agents and to deposit assigned assets or the proceeds thereof in such bank accounts and to draw checks thereon and with the further power and authority to do such acts and execute such papers and documents in connection with this General Assignment as Assignee may deem necessary or advisable.
- h. To conduct the business of the Assignor, should the Assignee deem such operation proper.
- i. To apply the net proceeds arising from the operation of and liquidation of Assignor's business and assets, in the following amounts as to amounts only and not time of distribution, as follows:
 - (1) FIRST, to deduct all sums which Assignee may at its option pay for the discharge of any lien on any of said property and any indebtedness which under the law is entitled to priority of payment and to reimburse Assignee as to all costs advanced by the Assignee or any third party for the preservation of the assignment estate's assets, including the maintenance and insurance of said assets and, the expenses of any operation.

(2) SECOND, all costs and expenses incidental to the administration of the assignment estate, including the payment of a reasonable fee to the Assignee, as that term is hereinafter defined and the payment of reasonable compensation for the services of attorneys for the Assignee, accountants to the Assignee, attorneys to the Assignor for services related to the making of and administration of the General Assignment and any other professionals the Assignee deems necessary to properly administer the assignment estate, as well as the cost of defense and satisfaction of indemnification claims pursuant to Paragraph 7 below.

(3) THIRD, all federal taxes of any nature whatsoever owing as of the date of this General Assignment, or other such claim of any federal governmental agency as defined under 31 U.S.C. §3713, including but not limited to federal withholding taxes, federal unemployment taxes and any other federal income, excise, property and employment taxes.

(4) FOURTH, all state, county and municipality taxes of any nature whatsoever owing as of the date of this General Assignment, including but not limited to employment, property and income taxes.

(5) FIFTH, all monies due employees of the Assignor entitled to priority as defined under California Code of Civil Procedure §1204 and §1204.5 up to the statutory maximum.

(6) SIXTH, with the exception of those classes set forth above, all distributions to other creditors shall be, within each class, pro-rata in accordance with the terms of each creditor's indebtedness, until all such debts are paid in full. No payment shall be made to any creditor whose claim is otherwise disputed until such time as that

creditor's claim is resolved. The creditor's otherwise pro-rata share of such distribution shall be fully reserved for by the Assignee until such time as the dispute is resolved.

Disputed claims shall include a dispute related to any avoidance action the Assignee may have under state law. The Assignee may make interim distributions whenever the Assignee has accumulated sufficient funds to enable it to make a reasonable distribution. No distribution shall be in an amount less than \$100,000 (in the aggregate) except the final distribution.

(7) SEVENTH, any monies (distributions) unclaimed by creditors ninety days after the final distribution to unsecured creditors (if any) or the termination of the administration of the estate created by this General Assignment, shall be re-distributed to all known unsecured creditors, being those creditors who cashed their respective dividend checks from the assignment estate, so long as any such distribution exceeds one percent of each such creditor's allowed claim.

(8) EIGHTH, the surplus, if any, of the assignment estate funds, when all debts of the Assignor shall have been paid in full, shall be paid and transferred to the sole member of said Assignor, as per the list of members provided with the making of this General Assignment.

j. To do and perform any and all other acts necessary and proper for the liquidation or other disposition of the assets, including but not limited to abandonment, and the distribution of the proceeds derived therefrom to Assignor's creditors.

5. **RIGHTS OF CREDITORS.** All rights and remedies of the creditors against any surety or sureties for the Assignor are hereby expressly reserved and nothing herein shall prevent the creditors or any of them from suing any third parties or persons who may be liable to any of

General Assignment for the benefit of creditors
Re: BRE America, a California limited liability company
Page | 7

the creditors for all or any part of their claims against the Assignor, or from enforcing or otherwise obtaining the full benefit of any mortgage, charge, pledge, lien or other security which they now hold on any property, creditors or effects of the Assignor.

6. **LIABILITY OF ASSIGNEE; INDEMNIFICATION.** It is understood and agreed that neither the Assignee nor any of its employees, officers, agents or representatives will assume any personal liability or responsibility for any of its acts as Assignee herein, but its obligation shall be limited to the performance of the terms and conditions of the General Assignment in good faith and in the exercise of its best business judgment. The Assignee shall be indemnified by the assignment estate for any claims brought by any party against the Assignee for any of its acts or omissions as Assignee except where it is determined in a final judgment by a court of competent jurisdiction that the Assignee's conduct was willful or grossly negligent.

7. **WARRANTIES OF ASSIGNOR.** Assignor hereby warrants as follows:

The list of creditors delivered concurrently herewith to the Assignee and as required under California Code of Civil Procedure §1802 is complete and correct as reflected by the books and records of the Assignor, as to the names of Assignor's creditors, their addresses and the amounts due them.

Assignor, through a designated person (the "Designated Person") shall, for a period of sixty (60) days after the date hereof, perform any and all acts reasonably necessary and proper to assist the Assignee in its orderly liquidation of the Assignor's assets, the collection of any and all monies owing the Assignor and in the distribution of said monies and proceeds of asset sales to the Assignor's creditors (collectively, the "Assignment Activities"); provided,

General Assignment for the benefit of creditors
Re: BRE America, a California limited liability company
Page | 8

however, the Designated Person shall only provide such assistance to the Assignee to the extent, and on the condition that, the Designated Person is reasonably compensated for such services.

8. **POWER OF ATTORNEY.** The Assignor, by this General Assignment hereby grants the Assignee a general power of attorney, which power of attorney specifically includes the right of the Assignee to prosecute any action in the name of the Assignor as Attorney in Fact. Further, on the date the General Assignment is accepted by the Assignee, the Assignee shall succeed to all of the rights and privileges of the Assignor, including any attorney-client privilege, in respect to any potential or actual claims, cases, controversies, causes of action, etc. and shall be deemed to be a representative of the Assignor with respect to all such potential or actual claims, cases, controversies, causes of action, etc.

9. **ACCEPTANCE BY ASSIGNEE.** By execution of this General Assignment, the Assignee does hereby accept the estate herein created and agrees to faithfully perform its duties according to the best of the Assignee's skill, knowledge and ability. It is understood that the Assignee shall receive reasonable compensation for its services in connection with this estate. Reasonable compensation is defined to mean a fee of (a) five percent (5.0%) of the proceeds from the liquidation of Assignor's assets, of which \$35,000.00 shall be paid as a nonrefundable deposit concurrently with the assignment, plus (b) ten percent (10%) of each and every dollar generated from the prosecution and collection of any avoidance action(s) or other litigation, plus (c) three percent (3.0%) of each distribution to the unsecured creditors of the Assignor. Reasonable compensation does not replace or subsume the reimbursement of all the Assignee's expenses incurred as a result of the administration of the assignment estate from the proceeds generated therefrom.

10. COUNTERPARTS. This General Assignment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument. The General Assignment may be signed by facsimile or PDF signature which shall for all purposes be deemed to be original signatures to this General Assignment.

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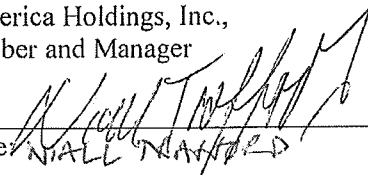
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General Assignment for the benefit of creditors
Re: BRE America, LLC, a California limited liability company
Page 10

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year
first above written.

BRE AMERICA, LLC

By BRE America Holdings, Inc.,
its sole Member and Manager

By: 
Name: NIALL TAFFORD
Title: PRESIDENT

DSI Assignments, LLC., by
DEVELOPMENT SPECIALISTS, INC.,
Its sole and managing member

Assignee Acceptance by:



Name & Title:

Kyle Everett, Senior Managing Director of
Development Specialists, Inc., as sole and
managing member of DSI Assignments, LLC,
solely in its capacity as Assignee for the Benefit of
Creditors of BRE America, LLC.

Date of Acceptance: 2/21/19

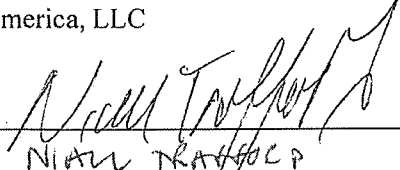
[Signature Page to General Assignment]

STATEMENT OF CREDITORS AND MEMBER

Attached hereto is a schedule of all known creditors of BRE America, LLC, a California limited liability company, as well as the sole member of BRE America, LLC, including each person's address, including city, state and zip codes, together with the amount due each creditor, pursuant to California Code of Civil Procedure §1802.

This Statement is signed under penalty of perjury by the undersigned on this 19th day of February, 2019.

BRE America, LLC

By: 
Name: NIALL TRAYNOR
Title: PRESIDENT

BRE America, LLC (the "Company")
RESOLUTIONS
ADOPTED AT THE FEBRUARY 19, 2019
MEETING OF SOLE MEMBER

Assignment and Dissolution

WHEREAS, having discussed and considered all available alternatives, the Board of Directors of Building Research Establishment Limited (the "Board"), acting as managing member on behalf of BRE America Holdings, Inc., a Delaware Corporation, which, in turn, is the sole member of the Company (the "Sole Member"), has determined that it is advisable and in the best interest of the Company, its creditors and Sole Member to cause the Company to assign all of its assets, including real property interests, if any, to ~~Development Specialists, Inc.~~ * ("DSI") for the benefit of its creditors pursuant to the General Assignment for the Benefit of Creditors, consistent in all material respects with the form attached hereto as "Exhibit A" (the "Assignment") and incorporated herein by this reference, with the same force and effect as if the Assignment had been set forth in full herein;

WHEREAS, having discussed and considered all available alternatives to the Company to maximize the value of the enterprise, the Board has determined that it is advisable and in the best interest of the Company, its creditors and Sole Member to cause the Company to be dissolved;

RESOLVED: That the Company shall be dissolved pursuant to Section 17701.01 of the California Corporations Code and Article 5 of the Operating Agreement of the Company dated April 4, 2016 (the "Operating Agreement"), in accordance with the Plan of Complete Liquidation of the Company (the "Plan"), which shall be consistent in all material respects with the form attached hereto as Exhibit B and incorporated herein by reference, with the same force and effect as if the Plan had been set forth in full herein.

RESOLVED: That the Company's 401(k) and health insurance plans shall be terminated in accordance with the Plan.

RESOLVED: That the Plan, consistent in all material respects with the form attached hereto as Exhibit B be, and hereby is, adopted.

RESOLVED: That the proper officers of the Company, the Board, and/or DSI (as applicable) be, and each of them acting singly hereby is, authorized, empowered and directed, in the name and on behalf of the Company, to pay or provide for the payment of the Company's debts and liabilities, including all federal, state or local tax liabilities, as DSI, or such officers or the Board, as applicable, may deem necessary or advisable.

Certificate of Cancellation

RESOLVED: That the Company be, and hereby is, authorized and directed to file with the Office of the Secretary of State of the State of California a Certificate of Dissolution and a Certificate of Cancellation in accordance with Section 17707.08 of the California Corporations Code.

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* DSI ASSIGNMENTS, LLC
SUBJECT TO AGREEMENT BY
MEMBER

RESOLVED: That the Board may elect, in its sole discretion, to abandon the Dissolution and not to file the Certificate of Dissolution.

Board Size; Appointment of Officers, Members

RESOLVED: That the resignations of the current officers of the Company to be effective as of *DATE* (the "Closing Date") are hereby accepted.

RESOLVED: That *Designated Person* be, and hereby is, appointed as President and Secretary of the Company, effective as of the Closing Date.

General

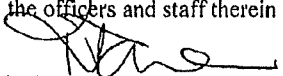
RESOLVED: To authorize, empower and direct the officers of the Company and the Board, and each of them acting singly (i) to execute, seal and deliver in the name of and on behalf of the Company any and all documents, agreements and instruments to effectuate any of the foregoing resolutions, all with such changes as any of such officers may deem necessary or desirable, and (ii) to take such action (including, without limitation, the filing of any and all applications and the payment of any and all filing fees and expenses), or to cause the Company or any other person to take such action as may in the judgment of the officer or the Board so acting be necessary or desirable in connection with, or in furtherance of, any of the foregoing resolutions, and the execution and delivery of any such document, agreement or instrument or the taking of any such action shall be conclusive evidence of such officer's or the Board's authority to so act.

RESOLVED: To ratify, confirm and approve all actions taken by the officers of the Company and the Board in connection with any and all of the transactions referred to in or contemplated by any of the foregoing resolutions.

RESOLVED: To direct that this consent be filed with the records of meetings of the Sole Member.

SECRETARY'S CERTIFICATE

I HEREBY CERTIFY that I am the duly elected and acting Company Secretary of Building Research Establishment Limited; that the aforementioned is a true and correct copy of resolutions duly adopted by the Board at a duly noticed and called meeting of such Members on February 19, 2019 (collectively, the "Resolution"); that the Resolution does not conflict with the bylaws of Building Research Establishment Limited, nor has the Resolution been in any way altered, amended or repealed, and that it is in full force and effect, unrevoked and unrescinded, as of this day, and has been entered upon the regular minute book of Building Research Establishment Limited as of the aforementioned date, and that the Members of Building Research Establishment Limited have, and at the time of adoption of the Resolution, had, full power and lawful authority to adopt the Resolution and to confer the powers thereby granted to the officers and staff therein named who have power and lawful authority to exercise the same.



(Signature) RICHARD TANNER

(Print Name) RICHARD TANNER