

June 27, 2017

To the Creditors of:
Lombardia Capital Partners, LLC
a Delaware limited liability corporation

Re: Notice of Commencement of Assignment for the Benefit of Creditors

Dear Sir or Madam:

Please be advised that on June 5, 2017, at the direction of the Board of Directors, Lombardia Capital Partners, LLC (“Lombardia” or “LLC”), executed an Assignment for the Benefit of Creditors, and DSI Assignments, LLC has accepted the position of Assignee in this matter.

BACKGROUND

Lombardia was formed in July 2006 by the purchase/merger of a couple of companies that were in similar offering investment management services for institutional, public, corporate, multi-employer, and not-for-profit clients. From its offices in both Pasadena, California, and Chicago, Illinois, the firm along with its parent, INC, managed separate client-focused equity portfolios and equity mutual funds for its clients, managing over \$1.4 billion in assets as of December 31, 2016, according to their records.

In 2015, following the untimely death of Executive Chairman Jorge Castro, the firm experienced a period of internal turmoil, including the departure of its international division, causing a number of high-profile pension funds to terminate their relationship with Lombardia, which would ultimately induce a cascading effect of severe net outflows of funds under management.

After a series of efforts towards the reorganization of management, Lombardia eventually began the process of winding down its business activities earlier this year.

ASSIGNMENT FOR THE BENEFIT OF CREDITORS

As you may be aware, an Assignment for the Benefit of Creditors is an insolvency proceeding similar to a Chapter 7 bankruptcy proceeding, with the exception that it is governed under state law rather than federal law. It will be the Assignee’s duty to collect and liquidate all of the assets of Lombardia. Once the assets have been liquidated, the proceeds will be distributed to the creditors of the company according to the priorities dictated by law in these matters.

At the time of the Assignment, Lombardia had vacated the office space it had occupied in San Diego and Pasadena, California, and the only office that remained was at 30 North LaSalle Street, Suite 4030, Chicago, Illinois. This office was leased and Lombardia has no ownership in the premise. The Assignee is reviewing the books and records of the business to determine what

CHICAGO

70 West Madison Street, Suite 2300 • Chicago, Illinois 60602-4250 • Telephone: 312.263.4141 • Fax: 312.263.1180 • www.dsi.biz

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June 27, 2017

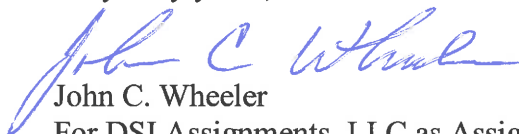
Page 2

assets and liabilities existed as of the date of the Assignment. It should be noted that Lombardia Capital Partners, Inc. ("INC") was the sole managing member of the Delaware limited liability company of Lombardia Capital Partners, LLC ("LLC"). One of the issues that the Assignee is investigating is what assets and liabilities should be allocated to which entity, either INC or LLC. In an abundance of caution, a notice similar to this correspondence will be sent to those parties who are believed to be creditors of the INC. Once the Assignee has completed his review of the records of the companies, we will issue an interim report reflecting what assets and liabilities we have determined belong to each entity.

This notice is being sent to all known creditors of Lombardia including all taxing authorities and all representatives of creditors. Attached is an Affidavit of Claim form that we request be completed and returned to our offices within the next 90 days, along with any documents substantiating your claim in this matter. The information related to your claim is very important in this particular matter, to determine whether you are a creditor of the INC or the LLC. The claim form can also be scanned and submitted through our website at www.dsiassignments.biz. Please note that if you have any questions regarding this matter, please do not hesitate to contact either William G. Brandt at wgbrandt@dsi.biz or John C. Wheeler at jwheeler@dsi.biz or call our Chicago office at (312) 263-4141.

Thank you for your consideration and cooperation in this matter.

Very truly yours,



John C. Wheeler

For DSI Assignments, LLC as Assignee for the Benefit of Creditors of
Lombardia Capital Partners, LLC

Enclosures

June 27, 2017

Page 3

ATTORNERERY FOR THE ASSIGNEE

Richard S. Lauter, Esq.
Lewis Brisbois Bisgaard & Smith, LLP
550 West Adams Street
Suite 300
Chicago, IL 60661
(312) 463-3437

Alexis Crump, Esq.
Lewis Brisbois Bisgaard & Smith, LLP
633 West 5th Street
Suite 4000
Los Angeles, CA 90071
(213) 599-7769

**TRUST AGREEMENT AND ASSIGNMENT FOR THE BENEFIT OF CREDITORS
OF LOMBARDIA CAPITAL PARTNERS, LLC.**

THIS TRUST AND AGREEMENT AND ASSIGNMENT FOR THE BENEFIT OF CREDITORS, is made and entered into this 5th day of ~~May~~^{June}, 2017, by and between Lombardia Capital Partners, LLC., a(n) Delaware limited liability corporation, located at, in the City of Chicago, County of Cook, State of Illinois, Federal Tax Identification Number 13-4034639, hereinafter referred to as "Assignor," and **DSI ASSIGNMENTS, LLC, A DELAWARE LIMITED LIABILITY COMPANY**, located at 70 West Madison Street, Suite 2300, Chicago, IL 60602, hereinafter referred to as "Trustee-Assignee."

W I T N E S S E T H:

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 its property to an Assignee for the benefit of its creditors so that the property so transferred may be expeditiously liquidated and the proceeds thereof be fairly distributed to its creditors without any preference of priority, except such priority as is established and permitted by applicable law;

NOW, THEREFORE, in consideration of Assignor's existing indebtedness to its creditors, the express undertakings of the Trustee-Assignee and the mutual covenants contained herein, it is hereby AGREED:

1. **Creation and Object of Trust.** The name of this Trust shall be the "Lombardia Trust Agreement" and its object shall be the orderly liquidation of the assets and property of the Assignor, and the distribution of the proceeds therefrom to creditors of Assignor, in accordance with applicable law. Assignor hereby nominates and appoints DSI Assignments,

LLC, Trustee-Assignee to carry out the purpose of this Trust in accordance with its terms and conditions. The Trustee-Assignee shall have the powers and duties hereinafter set forth, and shall receive reasonable compensation for its services and reimbursement of his expenses, including, but not limited to reimbursement of his attorneys' fees and costs. The Trustee-Assignee may serve without bond. In the event of the inability or refusal to act, or the resignation of DSI Assignments, LLC, as Trustee-Assignee, then, in any such event Development Specialists, Inc., is hereby appointed as Successor Trustee-Assignee with all the duties, rights, and powers herein imposed upon and granted to DSI Assignments, LLC, as original Trustee-Assignee.

2. **Transfer of Assets.** Assignor does hereby grant, convey, assign, transfer and set over to the Trustee-Assignee, and his Successor Trustee-Assignee, all property and assets of Assignor, whatsoever and wheresoever situated, which are now, or ever have been, used in connection with the operation of Assignor's business. The property and assets transferred shall include, without limitation, if any such assets exists, all real and personal property, tangible and intangible, including, without limitation, all cash on hand, bonds, bank accounts, all accounts receivable, all furniture, fixtures, equipment, leasehold improvements, inventory, general intangibles, patents, insurance premium and/or policy refunds, trade names, trademarks, franchises, service marks, social media sites and URL's, and causes of action. Title to the property and assets of Assignor shall immediately vest in the Trustee-Assignee for the use and purpose hereinafter set forth.

3. **Union Contracts.** Any contract or agreement between the Assignor and any Labor or Trade Union remains in force as between the Assignor and the respective Union,

however the Assignee is not bound to the terms of said contract unless the Assignee specifically so agrees in writing at the time of the acceptance of this general assignment.

4. **Forwarding of Mail.** Assignor authorizes the forwarding of its mail by the U.S. Postal Service as directed by Assignee.

5. **Powers and Duties of Trustee-Assignee.** The Trustee-Assignee shall have, inter alia, the following powers, rights and duties:

(a) To collect any and all accounts receivable owing to Assignor.

(b) To sell, or otherwise dispose of, if such exists, all real property of Assignor in such manner as the Trustee-Assignee deems best. The Trustee-Assignee shall have the power to execute any and all documents necessary to effectuate a sale of said real property and to convey title to same.

(c) To sell, or otherwise dispose of, if such exists, all tangible and intangible personal property of Assignor, including, but not limited to, all of its machinery, equipment, inventory, service marks, trade names, trademarks, patents, franchises, causes of action and general intangibles, at private or public sale upon such notice and upon such terms as the Trustee-Assignee deems best. The Trustee-Assignee shall have the power to employ an auctioneer to conduct such a sale and to advertise such sale in such manner as the Trustee-Assignee deems best. The Trustee-Assignee shall have the power to execute bills of sale and any other documents necessary to convey title to Assignor's personal property. The Trustee-Assignee shall have the power to enter into an agreement with any party to participate in a liquidation sale with the Trustee-Assignee hereunder.

(d) To employ attorneys, accountants, and such additional personnel to

whatever extent may be necessary to handle the administrative details of this Trust.

(e) To require all creditors of Assignor to whom a balance is now owing to submit verified statements of their accounts.

(f) To settle any and all claims against or in favor of Assignor, with full power to compromise, or in the discretion of the Trustee-Assignee, to sue or be sued, and to prosecute or defend any claim or claims of any nature whatsoever existing against or in favor of Assignor.

(g) To pay the creditors of Assignor out of the monies which shall come into his hands as Trustee, according to the following priorities:

1. **First**, to deduct all sums which Trustee-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 of the Assignor or indemnification of the Trustee-Assignee.

2. **Second**, all costs for the preservation of the Trust assets, including the maintenance and insurance thereon, the expenses of operation, and such other administrative expenses as shall be reasonably be incurred;

3. **Third**, all costs and expenses incidental to the administration of the Trust, including the remuneration of the Trustee-Assignee and the payment of reasonable compensation for the services of attorneys for the Trustee-Assignee. These costs and expenses shall include those incidental to the preparation and execution of this Trust Agreement. The Trustee-Assignee shall also have the right to pay an accountant reasonable compensation for services performed in connection with the administration of this Trust and the attorneys for the Assignor for such services as shall be rendered in aid of the administration of this Trust and its property;

4. **Fourth**, to the extent that such debts are entitled to priority

payments under applicable law, all debts owing to any agency of the United States of America as of the date of this Trust Agreement, including, but not limited to, federal withholding tax, federal unemployment tax and other federal income, excise, property and employment taxes pursuant to 31 U.S.C. 3713;

5. **Fifth**, to the extent that such debts are entitled to priority payment under applicable law, all debts owing to the state as of the date of this Trust Agreement, including, but not limited to, state employment, property and income taxes;

6. **Sixth**, all other debts owing as of the date of this Trust Agreement that are entitled to priority treatment and payment under applicable law;

7. **Seventh**, 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. The Trustee-Assignee shall make interim distributions whenever the Trustee-Assignee determines, in its reasonable discretion, that the Trustee-Assignee has accumulated sufficient funds (less any reserves the Trustee-Assignee deems appropriate) to enable it to make a reasonable distribution.

The surplus, if any, of the Trust's funds, when all debts of the Trust shall have been paid in full, shall be paid and transferred to Assignor by the Trustee-Assignee. Provided, however, that to the extent applicable law requires payment of certain claims or class of claims in a priority other than as set forth above, such claims shall be paid in accordance with applicable law, and not in the priority set forth above.

(h) To do and perform any and all other acts necessary and proper for the orderly liquidation or other disposition, including, but not limited to, abandonment, of the assets and property of Assignor and the distribution of the proceeds derived therefrom to the creditors of Assignor.

6. **Employment of Counsel of Trustee-Assignee.** It is hereby represented and agreed by the parties that Alexis Crump and Richard Lauter, of the law firm of Lewis Brisbois Bisgaard & Smith, LLP, located at 633 West 5th Street, Suite 4000, Los Angeles, CA

90071, shall be employed to act as attorney for the Trustee-Assignee, and shall render such legal services as the Trustee-Assignee requires during the existence of this Trust. Additional special counsel may be retained by the Trustee-Assignee should it deem the same necessary to prosecute or defend any legal or equitable action or to perform such other duties as may be required in the circumstances.

7. **Rights of Creditors.** All rights and remedies of the creditors against any surety or sureties for Assignor are hereby expressly reserved and nothing herein contained shall prevent the creditors or any of them from suing any third parties or persons who may be liable to any of the creditors for all or any part of their claims against 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 Assignor.

8. **Administration of Trust.** This Trust shall be administered out of court. The Trustee-Assignee shall, however, have the right to ask any court of competent jurisdiction for a declaratory judgment or such other relief as the Trustee-Assignee may deem necessary, if, in his opinion, said action is desirable in connection with any dispute or claim arising hereunder.

9. **Liability of Trustee-Assignee.** It is understood and agreed that neither the Trustee-Assignee nor any of its employees, officers, agents or representatives will assume any personal liability or responsibility for any of its acts as Trustee-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 Trustee-Assignee shall be indemnified and held harmless by the assignment estate for any claims, losses or liabilities brought by any party against the Trustee-Assignee, its agents, employees or

representatives (“Indemnitees”) for any acts or omissions of the Indemnitees, except where it is determined by a final order of a court of competent jurisdiction that the indemnitees conduct constitutes gross negligence or willful misconduct.

10. **Warranties of Assignor.** Assignor hereby warrants as follows:

(a) The list of creditors delivered concurrently herewith to the Trustee-Assignee is complete and correct as reflected by the books and records of Assignor, or through its officers and directors, as to names of said creditors, their addresses and the amounts due them.

(b) Assignor, through its officers and directors, shall perform any and all acts reasonably necessary and proper to assist the Trustee-Assignee in the orderly liquidation of Assignor’s assets and the collection of monies owing to Assignor, and in the distribution of said monies and the proceeds of asset sales to Assignor’s creditors; provided, however, the officers and directors of Assignor shall only provide such assistance to the Trustee-Assignee to the extent, and on the condition that, they are reasonably compensated for such services.


11. **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.

12. Acceptance by Trustee-Assignee. The Trustee-Assignee does hereby accept the Trust herein created and agrees to faithfully perform the same according to the best of the Trustee-Assignee's skill, knowledge and ability.

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


Lombardia Capital Partners, LLC.

By: Fernando Anzunza
Its: Chairman of the Board of Directors

Attest: 
By: James Veers
Its: Secretary

ACCEPTANCE

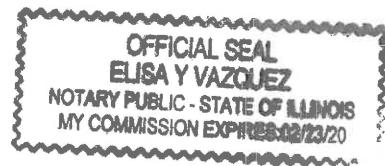
DSI Assignments, LLC, herein above named, does hereby accept the Trust, not individually, but solely in its capacity as Trustee-Assignee, subject to the conditions set forth above.

At Chicago, Illinois, this 5th day of June 2017

Subscribed and Sworn to

before me this 5 day

of June 2017.

NOTARY PUBLIC

AFFIDAVIT OF CLAIM AND CONSENT TO ASSIGNMENT

WE, THE UNDERSIGNED, A CREDITOR OF:

(Please indicate the applicable entity by checking one of the boxes below)

- Lombardia Capital Partners, Inc.**
- Lombardia Capital Partners, LLC**

(Hereafter referred to as "Assignor")

do hereby become a part of and to, and further consent to, the terms and conditions of a Assignment for the Benefit of Creditors dated **June 5, 2017**, by and between Assignor, DSI Assignments, LLC, Assignee, and the creditors of Assignor. The undersigned acknowledges receipt of a copy of the Notice of Assignment for the Benefit of Creditors, and by execution of this separate instrument, consents to the terms of the Assignment to the same effect as if the undersigned had executed the original Assignment.

The undersigned hereby further represents that the amount set opposite its signature is a true and correct statement of and of the amount owing to the undersigned, as of the date of the execution of the Assignment, for all credit extended to Assignor, after making such prior adjustments for credits and setoffs, that may be due, a copy of such statement of account being attached hereto and made a part hereof, and marked as Exhibit A.

DATED this _____ day of _____, 20_____.
(please fill in the date of your execution on this affidavit)

NAME OF CREDITOR: _____

BY: _____ (Duly Authorized Agent)

TITLE: _____

STREET ADDRESS: _____

CITY, STATE OR PROVIDENCE AND ZIP OR POSTAL CODE: _____

TELEPHONE NUMBER WITH AREA CODE: _____

AMOUNT OF CLAIM \$ _____ (Claim must be stated in U.S. Dollars)

Attach statement showing date or dates when debt was
incurred and mail this form to the address below or submit through www.dsiassignments.biz.

John C. Wheeler
FOR DSI ASSIGNMENTS, LLC AS ASSIGNEE FOR THE BENEFIT OF CREDITORS OF
LOMBARDIA CAPITAL PARTNERS, INC. AND LOMBARDIA CAPITAL PARTNERS, LLC
70 WEST MADISON STREET
SUITE 2300
CHICAGO, ILLINOIS 60602

THIS FORM MUST BE RETURNED WITH YOUR CLAIM(S) SUBMISSION FOR ANY AND ALL CLAIMS TO BE PROPERLY RECORDED BY THE CLAIMS ADMINISTRATOR.