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(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

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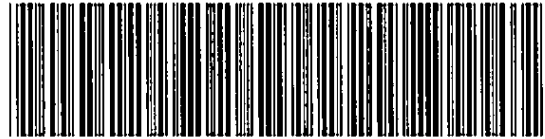
Certified Copies _____ Certificates of Status _____

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FILED
18 JUN 19 PM 5:36
FBI

W18-48660

TRANSMITTAL LETTER

Department of State
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

FILED
18 JUN 19 PM 5:35
TALLAHASSEE, FL
STATE OF FLORIDA

SUBJECT: Asset Disposition Trust

Enclosed is an original and one (1) copy of the Declaration of Trust and a check for:

FEES:

Declaration of Trust \$350.00

OPTIONAL:

Certified Copy \$ 8.75

FROM: Asset Disposition Trust

Name (Printed or typed)

6003 Honore Ave, Suite 101

Address

Sarasota, FL 34238

City, State & Zip

941-684-0500

Daytime Telephone number

**AFFIDAVIT TO THE FLORIDA SECRETARY OF STATE
TO FILE OR QUALIFY**

Asset Disposition Trust

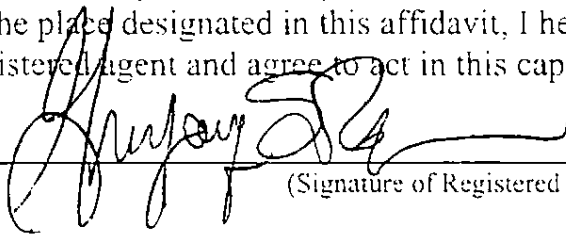
A Florida **TRUST**

In accordance with Section 609.02 of the Florida Statutes, pertaining to Common Law Declarations of Trust, the undersigned, the Chairman of the Board of Trustees of Asset Disposition Trust, a
(Name of Trust)
Florida Trust hereby affirms in order to file or qualify
(State)
Asset Disposition Trust, in the State of Florida.
(Name of Trust)

1. Two or more persons are named in the Trust.
2. The principal address is 6003 Honore Ave, Suite 101, Sarasota, FL 34238

3. The registered agent and street address in the State of Florida is:
Gregory S. Roper, 6003 Honore Ave, Suite 101, Sarasota, FL 34238

4. Acceptance by the registered agent: Having been named as registered agent to accept service of process for the above named Declaration of Trust at the place designated in this affidavit, I hereby accept the appointment as registered agent and agree to act in this capacity.



(Signature of Registered Agent)

5. I certify that the attached is a true and correct copy of the Declaration of Trust under which the association proposes to conduct its business in Florida.


Name: Gregory S. Roper
Chairman of the Board of Trustees

NOTARY

Filing Fee: \$350.00
Certified Copy: \$ 8.75 (optional)

18 JUN 19 PM 5:36

DECLARATION OF TRUST

This **AGREEMENT AND DECLARATION OF TRUST** (this "Declaration of Trust") is made this 14th day of May, 2018 (the "Effective Date"), between M&M Holdings Group, LLC, a California limited liability company, with offices located at 1900 Main Street, 6th Floor, Irvine, California, 92614 (the "Grantor"), and Gregory S. Roper of 6003 S. Honore Avenue, Suite 101, Sarasota Florida, 34238 (the "Trustee").

1. This Declaration of Trust is intended to create a business trust (the "Trust"), and not a partnership or a joint stock association.

2. The Grantor transfers to the Trustee all of their right, title and interest in the property described in the attached **Exhibit A**.

3. The Trustee shall hold the property described in Exhibit A and all property acquired after this date by them, as Trustee, and all income and profits from such property (collectively, the "Trust Property"), in trust. The Trustee shall manage, administer, collect, receive, satisfy the liabilities of, dissolve and distribute the Trust Property for the benefit of such persons as acquire shares of beneficial interest in the Trust (the "Beneficiaries").

4. The Trust shall be called the **ASSET DISPOSITION TRUST**, with its principal office at 6003 S. Honore Avenue, Suite 101, Sarasota Florida, 34238.

5. The beneficial interests in the Trust shall consist of One Hundred (100) shares, each with a par value of One Dollar (\$1.00). The Trustee hereby vests One Hundred (100) shares with Plutos Sama, LLC, the sole Beneficiary. The Trustee may sell or exchange such shares for such sums as they consider proper. The Trustee shall issue certificates, in such form as they deem proper, to the purchasers of such shares. The certificates shall entitle the owners of the shares to participate in all dividends and other distributions of income or principal in the proportion which the number of shares owned by him or her bears to the total number of shares issued and outstanding. In the event of loss or destruction of a share certificate, the Trustee may issue a new share certificate, upon such conditions as they may deem necessary and proper.

6. A beneficiary may transfer his or her share certificate in person or by a duly authorized attorney. Such certificates must be endorsed for transfer and submitted to the Trustee, who shall record such transfer on the trust books and issue new certificates to the transferee. No transfer shall be of any effect as against the Trustee until it has been so recorded.

7. The death, insolvency, or incapacity of one or more of the shareholders, or the transfer of shares, shall not operate to terminate or dissolve the Trust or affect its continuity in any way. In the event of the death of a shareholder, or a transfer of shares, the transferees, heirs, legatees, or legal representatives of the decedent or transferor shall succeed to his or her rights.

8. Trustee shall hold the legal title to all property at any time belonging to the Trust and shall have absolute and exclusive power and control over the management and conduct of the business of the Trust, free from any control or influence by the Beneficiaries. Neither the Trustee nor the Beneficiaries shall ever be personally liable under this Declaration of Trust as partners or otherwise, but for all debts the Trustee shall be liable as such to the extent of the

Trust Property only. In all contracts or instruments creating liability, it shall be expressly stipulated that neither the Trustee nor the Beneficiaries shall be held personally liable under such instrument.

9. The Trustee shall distribute to the Beneficiaries out of the net income of the Trust such sums as they deem appropriate, the time and amounts of such distributions subject solely to their discretion. The Beneficiaries shall share in such distributions in proportion to percentage ownership of the number of shares issued and outstanding.

10. Trustee shall have the power, on behalf of the Trust, to enter into or engage in any type of commercial, industrial, or other business or venture, including, but not limited to, the following:

- (a) The full power, as if absolute owners, to invest and reinvest, sell, transfer, convey, mortgage, and lease, upon such terms and conditions and for such consideration as they see fit, the Trust Property;
- (b) To employ officers, agents, attorneys and employees; and
- (c) To adopt and enforce such bylaws, not inconsistent with this Declaration of Trust, as they may from time to time deem proper.

11. The compensation of the Trustee for management of the Trust Property shall consist of Three Percent (3%) of the annual gross income of the Trust, as determined by the Trust's annual financial statement prepared in accordance with Paragraph 17 below, provided, however, that the compensation of the Trustee shall not exceed Ten Percent (10%) of the amount distributed to the beneficiaries for the same period.

12. There shall be one (1) Trustee, who shall serve for the duration of the Trust, unless his or her tenure is terminated by death, resignation, or incapacity to serve. The death, resignation, or incapacity to serve of any or all of the Trustees shall not terminate the Trust or in any way affect its continuity.

13. Any vacancy among the Trustees shall be filled by the remaining Trustees, if any, otherwise by vote of the owners of at least Sixty Percent (60%) of the total issued and outstanding shares. Successor Trustee(s) shall execute a written consent to act as Trustee under the terms of this Declaration of Trust.

14. The Trustees, if there shall be more than one (1), shall meet at such times and at such places as they deem advisable.

15. The books of the Trust shall be open and available to the reasonable inspection of the Beneficiaries.

16. No additional assessments shall ever be made upon the Beneficiaries.

17. Trustee shall compile an annual report within sixty (60) days after the end of the fiscal year consisting of, but not limited to, the receipts, disbursements, earnings, assets and

condition of the Trust, including a financial statement prepared by an independent certified public accountant. A copy of such report shall be furnished to each Beneficiary.

18. This Declaration of Trust may be amended in any particular, except as regards the liability of Beneficiaries, by the unanimous vote of the Trustees, but only with the consent of the owners of at least Sixty Percent (60%) of the total issued and outstanding shares.

19. This Trust shall continue for a period of ten (10) years from the date of this Declaration of Trust, unless sooner terminated. The Trustee may terminate and dissolve this Trust at any time by unanimous vote, but only with the consent of the owners of at least Sixty Percent (60%) of the issued and outstanding shares. Upon termination, for any reason, the Trustee shall liquidate all Trust Property and distribute the same to the Beneficiaries according to their proportionate share of the issued and outstanding shares.

IN WITNESS WHEREOF, the undersigned have caused this Declaration of Trust to be executed as of the date first written above.

Grantor:

M&M Holdings Group, LLC
a California limited liability company

By: 

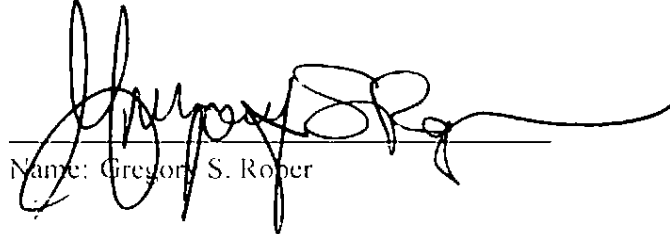
Name: Matthew C. Browndorf

Its: Managing Member/Manager

☒ See Attached Acknowledgment

Trustee:

Gregory S. Roper hereby accepts the Trust hereinabove created upon the terms set forth herein and agrees to act as Trustee thereunder.



Name: Gregory S. Roper

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71-00

EXHIBIT A

1. 100% of the Partnership Interests in BPLG Runoff, LLP, formerly known as BP Law Group, LLP, a New York limited liability partnership, sold, transferred and assigned to M&M Holdings Group, LLC by way of that certain Agreement and Assignment of Interests dated August 28, 2015 attached hereto and included herein as Exhibit 1.
2. 100% of the Partnership Interests in WHB Runoff, LLP, formerly known as Wilson Harvey Browndorf, LLP, a New York limited liability partnership, sold, transferred and assigned to M&M Holdings Group, LLC by way of that certain Agreement and Assignment of Interests dated August 28, 2015 attached hereto and included herein as Exhibit 2.

FILED
18 JUN 19 PM 5:37
CLERK

AGREEMENT AND ASSIGNMENT OF INTERESTS

This AGREEMENT AND ASSIGNMENT OF INTERESTS AGREEMENT (this "Agreement") is dated as of August 28, 2015 (the "Effective Date") by and between Plutos Sama, LLC, a Delaware limited liability company ("Plutos" or "Assignor") BPLG Runoff, LLP, formerly known as BP Law Group, LLP, a New York limited liability partnership (the "Partnership"), Browndorf Legal, LLP, a New Jersey limited liability partnership (the "General Partner") and M&M Holdings Group, LLC, a California limited liability company ("Assignee"), and each of the above parties may be referred to in this Agreement as a "Party" or collectively as the "Parties".

RECITALS:

WHEREAS, on or about February 1, 2012, BP Law Group, LLP was formed as a limited liability partnership by the filing of a Certificate of Limited Partnership with the New York Department of State Division of Corporations;

WHEREAS, on or about October 1, 2013, Plutos entered into that certain Third Amended and Restated Limited Liability Partnership Agreement of BP Law Group, LLP (the "Partnership Agreement").

WHEREAS, on or about July 3, 2015, BP Law Group, LLP amended its name to BPLG Runoff, LLP;

WHEREAS, pursuant to the Partnership Agreement, Plutos (by and through its nominees) and Jennifer Wilson-Harvey were the Equity Partners of the Partnership;

WHEREAS, on or about August 27, 2015, Jennifer Wilson-Harvey withdrew as an Equity Partner of the Partnership;

WHEREAS, pursuant to Section 8.01 of the Partnership Agreement, an Equity Partner shall have the right to assign all or any part of his or its Interest in the Partnership only by a written assignment, duly executed by the assignor and assignee, received by the Partnership, recorded on the books, and approved by the Firm Managing Partner, Matthew C. Browndorf; and pursuant to Section 8.05 of the Partnership Agreement, such assignee shall have the right to become a Substituted Limited Partner only upon the written consent of the Equity Partners;

WHEREAS, Plutos is the sole Equity Partner and holds 100% of the equity partnership interests in the Partnership (the "Partnership Interests");

WHEREAS, Plutos desires to assign and Assignee desires to acquire 100% of Plutos' Partnership Interests in the Partnership; and

WHEREAS, the Partnership desires to consent to such assignment and acknowledges that all conditions to the transfer of the Partnership has been fulfilled;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT:

1. Assignment of Partnership Interest. Effective as of the Effective Date, subject to the terms and conditions set forth herein, Assignor hereby sells, transfers, assigns, sets over and delivers 100% of Assignor's 100% Partnership Interests in the Partnership (the "**Partnership Interest**") to the Assignee and its respective successors and assigns (the assignment of the Partnership Interest is hereby referred to as the "**Assignment**").

2. Consideration. In consideration for the Assignment, and the other covenants and agreements contained herein, Assignee shall pay to Assignor an aggregate amount equal to one dollar (\$1) in cash. Assignor, by execution below, acknowledges the receipt of such consideration.

3. Agreement to be Bound. Assignee hereby agrees to be bound, as a Limited Partner thereunder, by the Partnership Agreement, as it may be amended from time to time.

4. Consent. The Partnership, by its execution below, hereby: (a) consents to the Assignment and waives any and all rights, options, notices, restrictions or other provisions, whether under the Partnership Agreement or otherwise, that might prohibit, limit or otherwise restrict or impair the Assignment, as necessary to give the Assignment full legal effect; (b) acknowledges and agrees that all of the conditions under Article 8 of the Partnership Agreement to the effectiveness of the Assignment have been satisfied; (c) acknowledges and agrees that every other term and provision of the Partnership Agreement has either been complied with or waived with respect to the sale, transfer and assignment of the Partnership Interest by Assignor to Assignee; and (d) acknowledges and agrees that the Assignee shall be a Substitute Limited Partner under the Partnership Agreement.

5. Title. Assignor represents and warrants to Assignee that Assignor is the sole owner of and has good and marketable title to the Partnership Interest. Assignor has the unqualified right to transfer and assign all of the Partnership Interest to Assignee without notice to, or the consent or approval of, any other person or entity.

6. Authority. Each Party to this Agreement represents and warrants to all other Parties that such Party has full power and authority to enter into this Agreement and to complete its undertakings herein, and that such Party's execution of this Agreement will not contravene or cause a breach of any covenant or obligation or agreement of, or affecting, such Party or the Partnership Interest.

7. Registration of Partnership Interests. In accordance with applicable law, Assignor hereby instructs the Partnership to register the Assignee as the registered owner of the Partnership Interest. The Partnership hereby (a) acknowledges receipt of the registration instructions provided herein and (b) agrees, as the issuer of the Partnership Interest, to register Assignee as the registered owner of the Partnership Interest. The Parties hereby agree to execute and deliver any and all such agreements, documents and instruments to effectively reflect the Assignment and registration of the Partnership Interest as provided herein.

8. Representations and Warranties of Assignee. Assignee hereby represents and warrants to the Assignor and the Partnership as follows:

a. Assignee Bears Economic Risk. Assignee has substantial experience in evaluating and investing in securities of companies similar to the Partnership so that it is capable

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of evaluating the merits and risks of the Assignment and has the capacity to protect its own interests. Assignee can bear the economic risk of losing its entire investment in the Partnership and consequently, without limiting the generality of the foregoing, is able to hold this investment indefinitely. Assignee understands that the Partnership has no present intention of registering any part of the Partnership Interest. Assignee also understands that there is no assurance that any exemption from registration under the Securities Act of 1933 will be available and that, even if available, such exemption may not allow Assignee to transfer all or any portion of the Partnership Interest under the circumstances, in the amounts or at the times Assignee might propose. Assignee's financial capacity is such that the total cost of its investment in the Partnership Interest is not material when compared to its total financial capacity; Assignee has adequate means of providing for its current needs and personal contingencies and has no need for liquidity in its investment in the Partnership Interest.

b. Acquisition for Own Account. Assignee is engaging in the Assignment and acquiring the Partnership Interest for its own account for investment only, and not with a view towards their distribution.

c. Assignee Can Protect Its Interest. Assignee represents that by reason of its, or of its management's, business or financial experience, it has the capacity to protect its own interests in connection with the transactions contemplated in this Agreement. Further, Assignee is aware of no publication of any advertisement in connection with the transactions contemplated in this Agreement.

d. Investor Sophistication. Assignee hereby irrevocably and unconditionally waives and releases Assignor and from any and all claims that Assignee might have (whether for damages, rescission or any other relief) based on Assignor's possession or non-disclosure of such material, non-public information to Assignee, and Assignee has agreed not to solicit or encourage, directly or indirectly, any other person to assert such a claim. Assignee further confirms that he understands the significance of the foregoing waiver.

e. Partnership Information. Assignee has had an opportunity to discuss the Partnership's business, management and financial affairs with directors, officers and management of the Partnership and has had the opportunity to review the Partnership's operations and facilities. Assignee has also had the opportunity to ask questions of and receive answers from, the Partnership and its management regarding the terms and conditions of this investment. Assignee has been furnished with information necessary to evaluate the merits and risks of this proposed investment, and it has concluded, based on the information presented to it, and its own understanding of investments of this nature and of this investment in particular, and the advice of such consultants as the Assignee has deemed appropriate, that the Assignee wishes to engage in the Assignment. To the extent that Assignee was provided with any information that constitutes forward-looking statements, Assignee understands that such statements are only predictions and may differ materially from actual future events or results and that such statements are not guarantees of future performance and involve risks, uncertainties and assumptions which are difficult to predict.

f. Rule 144. Assignee acknowledges and agrees that the Partnership Interest are "restricted securities" as defined in Rule 144 promulgated under the Securities Act of 1933 as in effect from time to time and must be held indefinitely unless they are subsequently registered under the Securities Act of 1933 or an exemption from such registration is available. Assignee has

been advised or is aware of the provisions of Rule 144, which permits limited resale of shares purchased in a private placement subject to the satisfaction of certain conditions, including, among other things: the availability of certain current public information about the Partnership, the resale occurring following the required holding period under Rule 144 and the number of shares being sold during any three-month period not exceeding specified limitations.

g. Assignee' Independent Advisers. Assignee has been advised to rely on its own professional accounting, tax, legal and financial advisors with respect to an investment in the Partnership, tax, preference rights and other considerations involved with respect to the Assignment and has relied on such advisors. Assignee acknowledges further that this Agreement has been reviewed by its independent legal counsel.

9. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the successors, assigns, distributees, heirs, legal representatives, executors and administrators of each of the Parties.

10. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, and the application of such provision to persons or circumstances other than those to which it is held invalid and unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and when each Party shall have executed one counterpart and delivered it to the other Parties, all the counterparts together shall constitute one and the same instrument, binding on, and enforceable against, each Party. Photocopies, facsimile transmissions, and other productions of this Agreement (with reproduced signatures) shall be deemed to be original counterparts.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements made and to be performed in such jurisdiction, without giving effect to any conflicts of laws principles thereof.

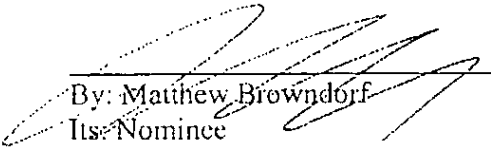
[Signature Page To Agreement Follows]

18 JUN 19 PM 5:07
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IN WITNESS WHEREOF, the Parties have duly executed this Agreement to be effective as of the Effective Date.

ASSIGNOR:

PLUTOS SAMA, LLC
a Delaware limited liability company


By: Matthew Browndorf
Its: Nominee

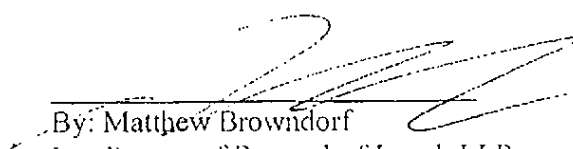
ASSIGNEE:

M&M HOLDINGS GROUP, LLC
a California limited liability company


By: Matthew Browndorf
Its: Managing Member

PARTNERSHIP:

BPLG RUNOFF, LLP
a New York limited liability partnership
By: Browndorf Legal, LLP
Its: General Partner


By: Matthew Browndorf
Its: Partner of Browndorf Legal, LLP

AGREED AND ACCEPTED:


By: Matthew Browndorf
Its: Firm Managing Partner

18 JUN 19 PM 5:30
M&M HOLDINGS GROUP, LLC
NOTED

AGREEMENT AND ASSIGNMENT OF INTERESTS

This AGREEMENT AND ASSIGNMENT OF INTERESTS AGREEMENT (this "Agreement") is dated as of August 28, 2015 (the "Effective Date") by and between Plutos Sama, LLC, a Delaware limited liability company ("Plutos" or "Assignor") WHB Runoff, LLP, formerly known as Wilson Harvey Browndorf, LLP, a New York limited liability partnership (the "Partnership"), Browndorf Legal, LLP, a New Jersey limited liability partnership (the "General Partner") and M&M Holdings Group, LLC, a California limited liability company ("Assignee"), and each of the above parties may be referred to in this Agreement as a "Party" or collectively as the "Parties".

RECITALS:

WHEREAS, on or about March 12, 2013, Wilson Harvey Browndorf, LLP was formed as a limited liability partnership by the filing of a Certificate of Limited Partnership with the New York Department of State Division of Corporations;

WHEREAS, on or about October 1, 2013, Plutos entered into that certain First Amended and Restated Limited Liability Partnership Agreement of Wilson Harvey Browndorf, LLP, (the "Partnership Agreement").

WHEREAS, on or about July 3, 2015, Wilson Harvey Browndorf, LLP amended its name to WHB Runoff, LLP;

WHEREAS, pursuant to the Partnership Agreement, Plutos (by and through its nominees) and Jennifer Wilson-Harvey were the Equity Partners of the Partnership;

WHEREAS, on or about August 27, 2015, Jennifer Wilson-Harvey withdrew as an Equity Partner of the Partnership;

WHEREAS, pursuant to Section 8.01 of the Partnership Agreement, an Equity Partner shall have the right to assign all or any part of his or its Interest in the Partnership only by a written assignment, duly executed by the assignor and assignee, received by the Partnership, recorded on the books, and approved by the Firm Managing Partner, Matthew C. Browndorf; and pursuant to Section 8.05 of the Partnership Agreement, such assignee shall have the right to become a Substituted Limited Partner only upon the written consent of the Equity Partners;

WHEREAS, Plutos is the sole Equity Partner and holds 100% of the equity partnership interests in the Partnership (the "Partnership Interests");

WHEREAS, Plutos desires to assign and Assignee desires to acquire 100% of Plutos' Partnership Interests in the Partnership; and

WHEREAS, the Partnership desires to consent to such assignment and acknowledges that all conditions to the transfer of the Partnership has been fulfilled;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT:

1. Assignment of Partnership Interest. Effective as of the Effective Date, subject to the terms and conditions set forth herein, Assignor hereby sells, transfers, assigns, sets over and delivers 100% of Assignor's 100% Partnership Interests in the Partnership (the "**Partnership Interest**") to the Assignee and its respective successors and assigns (the assignment of the Partnership Interest is hereby referred to as the "**Assignment**").

2. Consideration. In consideration for the Assignment, and the other covenants and agreements contained herein, Assignee shall pay to Assignor an aggregate amount equal to one dollar (\$1) in cash. Assignor, by execution below, acknowledges the receipt of such consideration.

3. Agreement to be Bound. Assignee hereby agrees to be bound, as a Limited Partner thereunder, by the Partnership Agreement, as it may be amended from time to time.

4. Consent. The Partnership, by its execution below, hereby: (a) consents to the Assignment and waives any and all rights, options, notices, restrictions or other provisions, whether under the Partnership Agreement or otherwise, that might prohibit, limit or otherwise restrict or impair the Assignment, as necessary to give the Assignment full legal effect; (b) acknowledges and agrees that all of the conditions under Article 8 of the Partnership Agreement to the effectiveness of the Assignment have been satisfied; (c) acknowledges and agrees that every other term and provision of the Partnership Agreement has either been complied with or waived with respect to the sale, transfer and assignment of the Partnership Interest by Assignor to Assignee; and (d) acknowledges and agrees that the Assignee shall be a Substitute Limited Partner under the Partnership Agreement.

5. Title. Assignor represents and warrants to Assignee that Assignor is the sole owner of and has good and marketable title to the Partnership Interest. Assignor has the unqualified right to transfer and assign all of the Partnership Interest to Assignee without notice to, or the consent or approval of, any other person or entity.

6. Authority. Each Party to this Agreement represents and warrants to all other Parties that such Party has full power and authority to enter into this Agreement and to complete its undertakings herein, and that such Party's execution of this Agreement will not contravene or cause a breach of any covenant or obligation or agreement of, or affecting, such Party or the Partnership Interest.

7. Registration of Partnership Interests. In accordance with applicable law, Assignor hereby instructs the Partnership to register the Assignee as the registered owner of the Partnership Interest. The Partnership hereby (a) acknowledges receipt of the registration instructions provided herein and (b) agrees, as the issuer of the Partnership Interest, to register Assignee as the registered owner of the Partnership Interest. The Parties hereby agree to execute and deliver any and all such agreements, documents and instruments to effectively reflect the Assignment and registration of the Partnership Interest as provided herein.

8. Representations and Warranties of Assignee. Assignee hereby represents and warrants to the Assignor and the Partnership as follows:

a. Assignee Bears Economic Risk. Assignee has substantial experience in evaluating and investing in securities of companies similar to the Partnership so that it is capable of evaluating the merits and risks of the Assignment and has the capacity to protect its own interests. Assignee can bear the economic risk of losing its entire investment in the Partnership and consequently, without limiting the generality of the foregoing, is able to hold this investment indefinitely. Assignee understands that the Partnership has no present intention of registering any part of the Partnership Interest. Assignee also understands that there is no assurance that any exemption from registration under the Securities Act of 1933 will be available and that, even if available, such exemption may not allow Assignee to transfer all or any portion of the Partnership Interest under the circumstances, in the amounts or at the times Assignee might propose. Assignee's financial capacity is such that the total cost of its investment in the Partnership Interest is not material when compared to its total financial capacity; Assignee has adequate means of providing for its current needs and personal contingencies and has no need for liquidity in its investment in the Partnership Interest.

b. Acquisition for Own Account. Assignee is engaging in the Assignment and acquiring the Partnership Interest for its own account for investment only, and not with a view towards their distribution.

c. Assignee Can Protect Its Interest. Assignee represents that by reason of its, or of its management's, business or financial experience, it has the capacity to protect its own interests in connection with the transactions contemplated in this Agreement. Further, Assignee is aware of no publication of any advertisement in connection with the transactions contemplated in this Agreement.

d. Investor Sophistication. Assignee hereby irrevocably and unconditionally waives and releases Assignor and from any and all claims that Assignee might have (whether for damages, rescission or any other relief) based on Assignor's possession or non-disclosure of such material, non-public information to Assignee, and Assignee has agreed not to solicit or encourage, directly or indirectly, any other person to assert such a claim. Assignee further confirms that he understands the significance of the foregoing waiver.

e. Partnership Information. Assignee has had an opportunity to discuss the Partnership's business, management and financial affairs with directors, officers and management of the Partnership and has had the opportunity to review the Partnership's operations and facilities. Assignee has also had the opportunity to ask questions of and receive answers from, the Partnership and its management regarding the terms and conditions of this investment. Assignee has been furnished with information necessary to evaluate the merits and risks of this proposed investment, and it has concluded, based on the information presented to it, and its own understanding of investments of this nature and of this investment in particular, and the advice of such consultants as the Assignee has deemed appropriate, that the Assignee wishes to engage in the Assignment. To the extent that Assignee was provided with any information that constitutes forward-looking statements, Assignee understands that such statements are only predictions and may differ materially from actual future events or results and that such statements are not guarantees of future performance and involve risks, uncertainties and assumptions which are difficult to predict.

f. Rule 144. Assignee acknowledges and agrees that the Partnership Interest are "restricted securities" as defined in Rule 144 promulgated under the Securities Act of 1933 as in effect from time to time and must be held indefinitely unless they are subsequently registered under the Securities Act of 1933 or an exemption from such registration is available. Assignee has been advised or is aware of the provisions of Rule 144, which permits limited resale of shares purchased in a private placement subject to the satisfaction of certain conditions, including, among other things: the availability of certain current public information about the Partnership, the resale occurring following the required holding period under Rule 144 and the number of shares being sold during any three-month period not exceeding specified limitations.

g. Assignee's Independent Advisers. Assignee has been advised to rely on its own professional accounting, tax, legal and financial advisors with respect to an investment in the Partnership, tax, preference rights and other considerations involved with respect to the Assignment and has relied on such advisors. Assignee acknowledges further that this Agreement has been reviewed by its independent legal counsel.

9. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the successors, assigns, distributees, heirs, legal representatives, executors and administrators of each of the Parties.

10. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, and the application of such provision to persons or circumstances other than those to which it is held invalid and unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and when each Party shall have executed one counterpart and delivered it to the other Parties, all the counterparts together shall constitute one and the same instrument, binding on, and enforceable against, each Party. Photocopies, facsimile transmissions, and other productions of this Agreement (with reproduced signatures) shall be deemed to be original counterparts.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements made and to be performed in such jurisdiction, without giving effect to any conflicts of laws principles thereof.

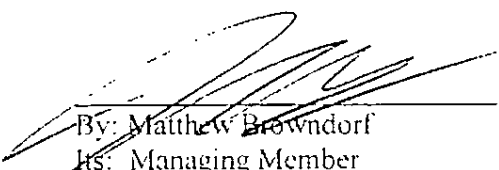
[Signature Page To Agreement Follows]

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IN WITNESS WHEREOF, the Parties have duly executed this Agreement to be effective as of the Effective Date.

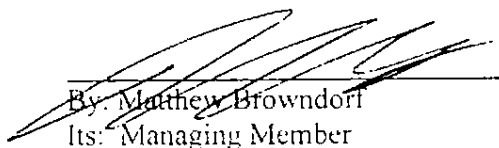
ASSIGNOR:

PLUTOS SAMA, LLC
a Delaware limited liability company


By: Matthew Browndorf
Its: Managing Member

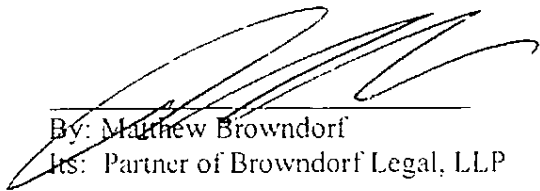
ASSIGNEE:

M&M HOLDINGS GROUP, LLC
a California limited liability company

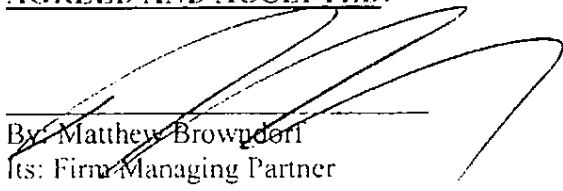

By: Matthew Browndorf
Its: Managing Member

PARTNERSHIP:

WHB RUNOFF, LLP
a New York limited liability partnership
By: Browndorf Legal, LLP
Its: General Partner


By: Matthew Browndorf
Its: Partner of Browndorf Legal, LLP

AGREED AND ACCEPTED:


By: Matthew Browndorf
Its: Firm Managing Partner

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