

ASSIGNMENT FOR THE BENEFIT OF CREDITORS SUPPORT AGREEMENT

This Assignment for the Benefit of Creditors Support Agreement (this “Agreement”) is made and entered into as of this 25th day of February 2016 (the “Effective Date”), by and among B&H Education Holdings, LLC (“Holdings”), B&H Education, Inc. (“Company”), ABRY Senior Equity II, LP, ABRY Senior Equity II-A, LP., ABRY Senior Equity Co-Investment Fund, LP, ABRY Partners VI, LP and ABRY Investment Partnership, LP (collectively, “ABRY”), Bank of Montreal, in its capacity as administrative agent (“Agent”) under the Credit Agreement (defined below), the Lenders (as defined below), and Rashed Elyas, Nagui Elyas and Michael Flecker, in their individual capacities (collectively, “Management”). The Company, Holdings, ABRY, Agent, the Lenders, and Management are referred herein collectively as the “Parties” and each individually as a “Party.”

RECITALS

WHEREAS, the Company, Holdings, as a guarantor, Agent and the lenders from time to time party thereto (the “Lenders”), are parties to that certain Credit Agreement dated as of May 3, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”; capitalized terms used herein but not otherwise defined herein shall have the meaning set forth in the Credit Agreement), pursuant to which, among other things, Agent and the Lenders agreed, subject to the terms and conditions set forth in the Credit Agreement, to make certain loans and other financial accommodations to the Company;

WHEREAS, as security for the Obligations, Holdings and the Company granted Agent (for the benefit of the Lenders) a first-priority security interest in the Collateral;

WHEREAS, numerous Events of Default have occurred and are continuing under the Credit Agreement and the other Loan Documents, including, without limitation, the Company's failure to repay the Obligations on the maturity date thereunder;

WHEREAS, ABRY and Management collectively hold the majority of the equity interests in Holdings and the Company; and

WHEREAS, the Company is in the process of winding-down its businesses and has executed and delivered, in escrow (to be released immediately upon the effectiveness of this Agreement) a General Assignment For The Benefit of Creditors (the “Assignment Agreement”) by and between the Company and Development Specialists, Inc., in its capacity as the proposed assignee (the “Assignee”) for the benefit of creditors of the Company, a copy of which is attached hereto as Exhibit A, pursuant to which the Assignee will liquidate the Company's assets and distribute the proceeds to the Company's creditors, in accordance with applicable law, to satisfy the Company's obligations (the “Assignment”).

NOW THEREFORE, in consideration of the covenants and agreements contained herein, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Party, intending to be legally bound, hereby agrees as follows:

Section 1. Definitions. The following terms shall have the following definitions herein:

“ABC Funding Balance” shall have the meaning set forth in Section 4 hereof.

“ABRY” shall have the meaning set forth in the preamble hereof.

“Agent” shall have the meaning set forth in the preamble hereof.

“Assignee” shall have the meaning set forth in the preamble hereof.

“Assignee Account” shall have the meaning set forth in Section 4 hereof.

“Assignment Agreement” shall have the meaning set forth in the recitals hereof.

“Company” shall have the meaning set forth in the preamble hereof.

“Credit Agreement” shall have the meaning set forth in the recitals hereof.

“Effective Date” shall mean the date upon the conditions precedent to the effectiveness of this Agreement have been satisfied.

“Initial Wind-Down Amount” shall have the meaning set forth in Section 4 hereof.

“Lenders” shall have the meaning set forth in the recitals hereof.

“Management” shall have the meaning set forth in the preamble hereof.

“Parties” shall have the meaning set forth in the preamble hereof.

“Other Equity Investor” shall mean any other equity investor of the Company, that has been disclosed in writing to Agent prior to the date hereof, that funds a portion of the ABC Funding Balance, as defined in Section 4 hereof.

“Related Parties” shall mean each Party’s and any Other Equity Investor’s respective predecessors, successors and assigns, subsidiaries, affiliates and their subsidiaries, beneficial owners, managed accounts or funds, current and former officers, directors, principals, shareholders, direct and indirect equity holders, members, partners (general and limited), employees, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, management companies, fund advisors and other professionals.

“Wind-Down Amount” shall mean the Initial Wind-Down Amount plus the ABC Funding Balance.

“Wind-Down Budget” shall mean the “Weekly Cash Flow Projection” attached hereto as Exhibit B as such file may be modified from time to time, subject to the approval of the Assignee, ABRY and Agent.

Section 2. Acknowledgments.

2.1 Holdings and the Company hereby acknowledge, confirm and agree that as of the date hereof, the Company is indebted to Agent and the Lenders in the principal amount of not less than \$21,283,064.97, and Holdings and the Company hereby acknowledge, confirm and agree that all such Obligations, together with interest accrued and accruing thereon, and all fees, costs, expenses and other charges now or hereafter payable by Holdings or the Company to Agent and the Lenders, are unconditionally owing by the Company to Agent and the Lenders, without offset, defense or counterclaim of any kind, nature or description whatsoever. Holdings and the Company further acknowledge, confirm and agree that Agent (for the benefit of the Lenders) has, and will continue to have (including, after giving effect to the Assignment (as defined below)), valid, enforceable and perfected first-priority continuing liens upon and security interests in the Collateral heretofore granted to Agent (for the benefit of the Lenders) pursuant to the Credit Agreement and the other Loan Documents or otherwise granted to or held by Agent (for the benefit of the Lenders).

Section 3. Execution and Release of Assignment Agreement.

The Company has advised Agent and the Lenders of its desire to commence an assignment for the benefit of creditors and has executed and delivered, in escrow, the Assignment Agreement, a copy of which is attached hereto as Exhibit A, pursuant to which the Company will assign, subject to the first-priority liens of Agent (for the benefit of the Lenders) in the Collateral, to the Assignee all right, title and interest in its personal property and assets, whatsoever and wheresoever situated, which are now, or have ever been, used in connection with the operation of the Company'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, store furniture and fixtures, book accounts, books, bills, accounts receivable, cash on hand, cash in bank, patents, copyrights, trademarks and trade names, URL's or related website rights, social media platforms, insurance policies, tax refunds, rebates, general intangibles, insurance refunds and claims, and choses in action that are legally assignable, including, without limitation Company's right, title and interest in any proceeds related to that certain Stipulation for Settlement with the Los Angeles County Metropolitan Transportation Authority dated as of January 19, 2016, and any and all causes of action related thereto, together with the proceeds of any non-assignable choses in action that may hereafter be recovered or received by the Company. Upon the satisfaction of the conditions precedent set forth in Section 7 of this Agreement, the Assignment Agreement shall be deemed released from escrow and shall be effective immediately. In the event that the Company receives any proceeds of Collateral or any other amounts upon or following the effectiveness of the Assignment Agreement, the Company shall immediately cause such proceeds or other amounts to be transferred to the Assignee by wire transfer to the Assignee Account (as defined below).

Section 4. Funding of Assignment.

On February 5, 2016, Management provided \$2,600,000 to the Company, for purposes of funding certain costs and expenses set forth in the Wind-Down Budget. Beginning on February 12, 2016 ABRY provided an aggregate amount of \$3,253,000 to the Company, for purposes of funding certain costs and expenses set forth in the Wind-Down Budget (the amounts provided by

Management and ABRY prior to the date hereof, constituting the Initial Wind-Down Amount). The Company, in consultation with Management and the Assignee, has prepared the Wind-Down Budget, which the Company represents, to the best of the Company's knowledge, includes all of the costs and expenses expected in connection with the consummation of the Assignment and the wind-down of the Company's business and operations through the Assignment. As set forth in the Wind-Down Budget, the Company and the Assignee project that, in addition to the Initial Wind-Down Amount, an additional \$808,000 (the "ABC Funding Balance") is necessary to consummate and complete the wind down of the Company's business and operations through the Assignment. ABRY and an Other Equity Investor have committed to fund, to the Assignee Account, an amount equal to the ABC Funding Balance, which amount shall be funded by wire transfer into the following account (the "Assignee Account") as a condition to the effectiveness of this Agreement:

Banc of California
18500 Von Karman Ave., Ste. 1100
Irvine, CA 92612
Routing Number: 322274527
Beneficiary: Pachulski Stang Ziehl & Jones LLP Client Trust Account
10100 Santa Monica Blvd., Suite 1300
Los Angeles, CA 90067
Beneficiary Account #: 012014916

Agent and the Lenders agree that (i) the Wind-Down Amount shall not be subject to Agent's (for the benefit of the Lenders) liens or security interests, and (ii) they will not exercise any remedies against the Wind-Down Amount or any additional funds that may be advanced to the Assignee Account after the date hereof by Management, ABRY or any Other Equity Investor. The Wind-Down Amount shall only be used in accordance with the Wind-Down Budget.

Section 5. Carve-Out of Collateral

Subject to the satisfaction of the conditions set forth in this Agreement and the release of the Assignment Agreement from escrow as set forth herein, Agent (on behalf of the Lenders) agrees to enter into the Lender Consent Agreement in the form attached hereto as Exhibit C (the "Carveout Agreement"). The Parties hereto acknowledge and agree that none of Holdings or the Company are authorized to use any proceeds of Collateral for any amounts without Agent's prior written consent.

Section 6. Representations by Holdings and the Company. Holdings and the Company represent and warrant to Agent and the Lenders as follows:

6.1 This Agreement and the Assignment Agreement have been duly authorized, executed and delivered to Agent and the Lenders (as applicable), as evidenced by the corporate consents attached hereto as Exhibit D, this Agreement is enforceable in accordance with its terms and is in full force in effect, and upon the satisfaction of the conditions set forth in Section 7, the Assignment Agreement shall be immediately enforceable and in full force and effect.

6.2 The Wind-Down Budget includes, to the best knowledge of the Company, its officers and directors, all anticipated costs and expenses incurred or expected to be incurred in connection with the Assignment and the wind down of the Company's businesses and operations through the Assignment.

Section 7. Conditions to Effectiveness. The effectiveness of the terms and provisions of this Agreement is subject to the following conditions precedent:

7.1 Each Party's and the Other Equity Investor's receipt of this Agreement (together with the Exhibits attached hereto), duly authorized, executed and delivered by the Parties hereto; and

7.2 Each Party's and the Other Equity Investor's receipt of evidence, in form and substance satisfactory to each Party and any Other Equity Investor, that the Wind-Down Amount has been fully funded to the Company or Assignee, as applicable.

Section 8. Release by Holdings and the Company

8.1 In consideration of the agreements of Agent and the Lenders contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of Holdings and the Company, on behalf of itself and its successors and assigns and its present and former members, managers, shareholders, affiliates, subsidiaries, divisions, predecessors, directors, officers, attorneys, employees, agents, legal representatives and other representatives (Holdings, the Company and all such other Persons being hereinafter referred to collectively as the "Releasing Parties" and individually as a "Releasing Party"), hereby absolutely, unconditionally and irrevocably releases, remises and forever discharges Agent and each of the Lenders, and their respective successors and assigns, and their respective present and former shareholders, members, managers, affiliates, subsidiaries, divisions, predecessors, directors, officers, attorneys, employees, agents, legal representatives and other representatives (Agent, the Lenders and all such other Persons being hereinafter referred to collectively as the "Releasees" and individually as a "Releasee"), of and from any and all demands, actions, causes of action, suits, damages and any and all other claims, counterclaims, defenses, rights of set-off, demands and liabilities whatsoever (individually, a "Claim" and collectively, "Claims") of every kind and nature, known or unknown, suspected or unsuspected, at law or in equity, which any Releasing Party or any of its successors, assigns, or other legal representatives may now or hereafter own, hold, have or claim to have against the Releasees or any of them for, upon, or by reason of any circumstance, action, cause or thing whatsoever which arises at any time on or prior to the date of this Agreement, including, without limitation, for or on account of, or in relation to, or in any way in connection with this Agreement, the Credit Agreement, any of the other Loan Documents or any of the transactions hereunder or thereunder.

8.2 Holdings and the Company understand, acknowledge and agree that the release set forth above may be pleaded as a full and complete defense to any Claim and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of the provisions of such release.

8.3 Holdings and the Company agree that no fact, event, circumstance, evidence or transaction which could now be asserted or which may hereafter be discovered will affect in any manner the final, absolute and unconditional nature of the release set forth above

Section 9. Covenant Not to Sue

Each of the Parties and any Other Equity Investor agrees, effective as of the Effective Date, for itself and on behalf of its Related Parties, not to at any time sue (at law, in equity, in any regulatory proceeding or otherwise) any of the Parties or any Other Equity Investor or their respective Related Parties on the basis of any claim related in any way to the Company or Holdings or their respective subsidiaries arising at any time on or prior to the date of this Agreement. Notwithstanding the foregoing, (a) the agreements set forth in this Section 9 shall not (i) include any potential claims that could be brought against the Assignee with respect to the Assignment, or (ii) apply with respect to the exercise of any rights or remedies by the Agent and the Lenders in connection with the enforcement of their rights and remedies in connection with the collection or realization of the proceeds of Collateral, subject to the Carveout Agreement and Section 5 hereof, and (b) the Parties and any Other Equity Investor shall have the right to enforce the terms and conditions set forth in this Agreement.

Section 10. Intended Third Party Beneficiary.

Each Party acknowledges and agrees that any Other Equity Investor and each of its respective successors and assigns, on account of funding a portion of the ABC Funding Balance, is an express and intended third party beneficiary of this Agreement, is entitled to all of the rights and benefits of this Agreement, and shall be entitled to rely upon and enforce all of the provisions of this Agreement, as if it were a party hereto, including, without limitation, Section 9 (Covenant Not to Sue) of this Agreement.

Section 11. Miscellaneous.

(a) Notices. All notices and communications provided for pursuant to this Agreement shall be in writing, and sent by email, provided that such email is designated as urgent, hand, facsimile, or a recognized overnight delivery service, as follows:

If to Holdings or the Company:

B&H Education, Inc.
12449 Putnam Street
Whittier, CA 90602
Attn.: Rashed B. Elyas
Email: rashed@bheducation.com
Tel.: (310) 552-3838
Fax: (310) 552-3939

With a copy to:

Curtis, Mallet-Prevost, Colt & Mosle LLP
101 Park Avenue
New York, NY 10178
Attn: Steven J. Reisman, Esq.
Email: sreisman@curtis.com
Tel.: (212) 696-6000
Fax: (212) 697-1559

If to ABRY:

111 Huntington Avenue
29th Floor
Boston, MA 02199
Attn: Erik Brooks
Email: ebrooks@abry.com
Tel.: (617) 859-2959
Fax: (617) 859-8797

With a copy to:

Kirkland & Ellis LLP
601 Lexington Avenue
New York, NY 10022
Attn: Joshua A. Sussberg, Esq.
Email: jsussberg@kirkland.com
Tel.: (212) 446-4800
Fax: (212) 446-4900

If to Agent or the Lenders:

Bank of Montreal
115 South LaSalle Street – 4W
Chicago, IL 60603
Attn: Sue Blazis
Email: sue.blazis@bmo.com
Tel.: (312) 461-6825
Fax: (312) 461-7958

With a copy to:

Goldberg Kohn Ltd
55 East Monroe Street
Suite 3000
Chicago, IL 60603
Attn: Dimitri G. Karcazes, Esq.
Email: Dimitri.Karcazes@goldbergkohn.com

Tel.: (312) 201-3976
Fax: (312) 863-7476

If to Rashed Elyas:

2901 Cavendish Drive
Los Angeles, CA 90064
Attn.: Rashed Elyas
Email: rbelyas@gmail.com

If to Nagui Elyas:

1210 Casiano Road
Los Angeles, CA 90049
Attn.: Nagui Elyas
Email: nagui.elyas@gmail.com
Tel.: (310) 890-3920
Fax: (877) 596-0603

If to Michael Flecker:

13308 Ivakota Farm Road
Clifton, VA 20124
Attn.: Michael Flecker
Email: flecksurf1@gmail.com
Tel.: (310) 999-5557

(b) Governing Law; Consent to Jurisdiction. This Agreement shall be governed and construed in accordance with the laws of the State of New York without regard to conflicts of laws principles thereof.

(c) Entire Agreement. This Agreement contains the entire agreement among the parties hereto with respect to the transactions contemplated hereby and supersedes and cancels all prior agreements, including, without limitation, all proposals, letters of intent or representations, written or oral, with respect thereto.

(d) Amendments. This Agreement may not be modified except in a written instrument executed by each of the Parties; provided, however, that any modification to Sections 9 (Covenant Not to Sue) or 10 (Intended Third Party Beneficiary) shall also require the consent of any Other Equity Investor.

(e) No Waiver. No consent or waiver by any party, express or implied, to or of any breach or default by the other in the performance of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligation of such party. Failure on the part of any party to complain of any act or failure to act by the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

(f) Section 1542 of the California Civil Code. All rights under Section 1542 of the California Civil Code, or any analogous state or federal law, are hereby expressly WAIVED, if applicable, with respect to any of the claims, injuries, or damages described in the Sections 8 and 9. Section 1542 of the California Civil Code reads as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

(g) Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns; provided, however, that this Agreement may not be assigned by any party without the prior approval of the other Parties.

(h) Execution in Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one agreement. This Agreement may be executed by facsimile or electronic delivery, and such facsimile or electronic signature shall be treated as an original signature hereunder.

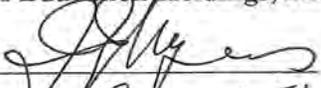
(i) Section Headings. The headings of sections of this Agreement are inserted for convenience only and shall not be considered for the purpose of determining the meaning or legal effect of any provisions hereof.

(j) Survival. All representations, warranties, covenants and agreements made by the parties hereto shall be continuing, shall be considered to have been relied upon by the parties and shall survive the execution, delivery, performance and/or termination of this Agreement.

[Signature Page Follows]

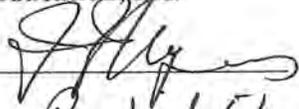
The Parties hereby execute this Agreement as of the day and year first written above.

B&H Education Holdings, LLC

By 

Name: Rashed Elyas

B&H Education, Inc.

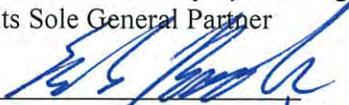
By 

Name: Rashed Elyas

ABRY Senior Equity II, LP,

By: ABRY Senior Equity Investors II, L.P.
its General Partner

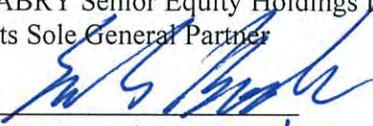
By: ABRY Senior Equity Holdings II, LLC
its Sole General Partner

By 
Name Erik Brooks

ABRY Senior Equity II-A, L.P.

By: ABRY Senior Equity Investors II, L.P.
its General Partner

By: ABRY Senior Equity Holdings II, LLC
its Sole General Partner

By 
Name Erik Brooks

ABRY Senior Equity Co-Investment Fund, LP,

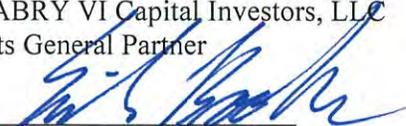
By: ABRY Senior Equity Co-Investment GP, LLC

By 
Name Erik Brooks

ABRY Partners VI, LP

By: ABRY VI Capital Partners, L.P.
its General Partner

By: ABRY VI Capital Investors, LLC
its General Partner

By 
Name Erik Brooks

ABRY Investment Partnership, LP

By: ABRY Investment Partnership, L.P.
its General Partner

By 

Name Erik Brooks

Rashed Elyas

By 

Name Rashed Elyas

Nagui Elyas

By _____

Name _____

Michael Flecker

By _____

Name _____

Rashed Elyas

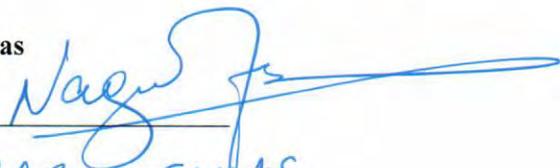
By _____

Name _____

Nagui Elyas

By _____

Name NAGUI ELYAS



Michael Flecker

By _____

Name _____

Rashed Elyas

By _____

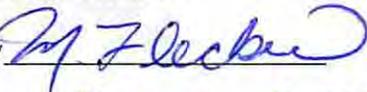
Name _____

Nagui Elyas

By _____

Name _____

Michael Flecker

By 

Name MICHAEL FUECKER

BANK OF MONTREAL, as Agent and Lender

By: *Sue R. Blazis*
Name: *Sue R Blazis*
Its: *Managing Director*

NEWSTAR LOAN FUNDING, LLC, as Lender

By: NEWSTAR FINANCIAL, INC., its Manager

By: 
Name: Andres Alev
Its: Director

NEWSTAR COMMERCIAL LOAN FUNDING 2014-1 LLC, as Lender

By: NEWSTAR FINANCIAL, INC., its Designated Manager

By: 
Name: Andres Alev
Its: Director

NEWSTAR COMMERCIAL LOAN FUNDING 2013-1 LLC, as Lender

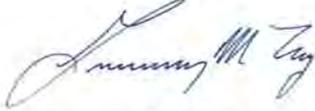
By: NEWSTAR FINANCIAL, INC., its Designated Manager

By: 
Name: Andres Alev
Its: Director

EDISON PLACE SENIOR NOTE LLC, as Lender

By: MARANON CAPITAL, L.P.

Its: Authorized Agent



By: _____
Name: **Gregory M Long**
Its: **Managing Director**

MARANON SENIOR CREDIT FUND II-A SPV, LLC, as Lender

By: MARANON CAPITAL, L.P.

Its: Designated Manager

By: MARANON CAPITAL ULTIMATE GENERAL PARTNER, LLC

Its: Designated Manager



By: _____
Name: **Gregory M Long**
Its: **Managing Director**

MARANON SENIOR CREDIT FUND II-B SPV, LLC, as Lender

By: MARANON CAPITAL, L.P.

Its: Designated Manager

By: MARANON CAPITAL ULTIMATE GENERAL PARTNER, LLC

Its: Designated Manager



By: _____
Name: **Gregory M Long**
Its: **Managing Director**

FIFTH STREET SENIOR FLOATING RATE CORP., as Lender

By: FIFTH STREET MANAGEMENT LLC

Its: Agent

By: Ivelin M. Dimitrov

Name: Ivelin M. Dimitrov

Its: Chief Investment Officer

Exhibit A

General Assignment for the Benefit of Creditors

GENERAL ASSIGNMENT FOR THE BENEFIT OF CREDITORS

THE GENERAL ASSIGNMENT FOR THE BENEFIT OF CREDITORS (this "General Assignment") is made this 25th day of February, 2016, by and between **B&H EDUCATION, INC., a Delaware corporation**, with its principal place of business at 12449 Putnam Street in Whittier, California 90602, Federal Tax Identification Number 56-2419687, hereinafter referred to as "Assignor," and **DEVELOPMENT SPECIALISTS, INC.**, located at 333 South Grand Avenue, Suite 4070, Los Angeles, California 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, including, without limitation, under that certain Credit Agreement, dated as of May 3, 2010, among the Assignor, Bank of Montreal ("Agent") as Administrative Agent, and the lenders party thereto (the "Lenders") (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), in full, and has decided to discontinue its business, and is desirous of transferring 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 of Assignor in, under, and to all of its personal property and assets, whatsoever and wheresoever 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, without limitation, all stock of merchandise, store furniture and fixtures, book accounts, books, bills, accounts receivable, chattel paper, cash on hand, cash in bank, documents, investment property, patents, copyrights, trademarks and trade names, URL's or related website rights, social media platforms, insurance policies, tax refunds, rebates, general intangibles, insurance refunds and claims, commercial tort 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. 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 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. **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 ASSIGNEE.** Assignee shall have all powers necessary to marshal and liquidate the estate including but not limited to:

a. To collect any and all accounts receivable and obligations owing to Assignor and not 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 to 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 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 Section 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 holders of the equity of said Assignor, as per the list of equity holders 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.

6. **RIGHTS OF CREDITORS.** All rights and remedies of the creditors against any guarantor, guarantors, 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 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.

7. **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 as Assignee except for the Assignee's gross negligence or willful misconduct.

8. **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 its officers and directors, shall 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; provided, however, the officers and directors of Assignor shall only provide such assistance to the Assignee to the extent, and on the condition that, they are reasonably compensated for such services.

9. **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.

10. **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 \$400,000, which shall be paid as a nonrefundable deposit concurrently with the assignment. 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.

[Signature Page to Follow]

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

B&H Education, Inc.

By: 

CEO
Title

By: 

Director
Title

Assignee Acceptance by: _____
Geoffrey L. Berman, Senior Vice President
Development Specialists, Inc.

Date of Acceptance: _____

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

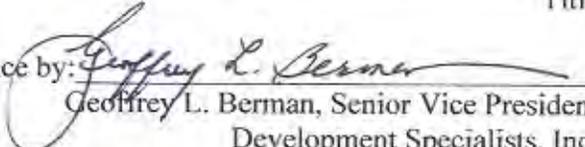
B&H Education, Inc.

By: _____

Title

By: _____

Title

Assignee Acceptance by: 
Geoffrey L. Berman, Senior Vice President
Development Specialists, Inc.

Date of Acceptance: _____

STATEMENT OF CREDITORS AND SHAREHOLDERS

Attached hereto is a schedule of all known creditors of B&H Education, Inc., as well as all known shareholders of B&H Education, Inc., 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 day of , 2016.

By: _____

Title: _____

Exhibit B

Wind Down Budget

Weekly Cash Flow Projections

2/22/2016



Internal Wind Down Budget

I.	Assumptions	Pg. 2
II.	Weekly Cash Flow	Pg. 3
III.	Daily Funding Requirements	Pg. 4
IV.	Cash Flow Known vs. Unkown Estimates	Pg. 5
V.	Daily Employee Headcount Rollforward	Pg. 6
VI.	Advisors Schedule	Pg. 7
VII.	Outstanding Checks	Pg. 8
VIII.	Post-Assignment Budget	Pg. 9

PRELIMINARY DRAFT - SUBJECT TO MATERIAL CHANGE

B&H Education Weekly Cash Flow Assumptions

Internal Wind Down Budget *See Wind Down Closure Plan for specific details.*

Announcement Date Assumes the Company announced closure on 2/5/16.
 Closure Date Assumes the Company closed all campuses and paid the terminated employees on 2/5/16.
 Post-Closure No operating entity. Assignee facilitates remainder of the wind down.
 ABC Assumed to be in effect as of 2/19/16.
 Revenue No Title IV. Revenue is assumed throughout the forecast. All other revenue sources are assumed to have ceased following the week ended 1/29/16.
 Payroll Assumes the Company terminates all Employees in generally three rounds of layoffs (2/5/16, 2/12/16, and 2/19/16). See headcount figures below.
 Assumes no Retention Bonuses or Severance packages are paid.
 Assumes payroll taxes are 16% of total payroll.
 As of 2/18/16 all payroll amounts are actuals

	2/5/16	2/12/16	2/19/16	2/26/16	3/4/16	3/11/16	3/18/16	3/25/16	4/1/16
Corporate Headcount	116	51	32	-	-	-	-	-	-
Regional Headcount	54	23	3	-	-	-	-	-	-
Campus Headcount	608	112	-	-	-	-	-	-	-
Total	778	186	35	-	-	-	-	-	-

Note: Headcount represents the number of employees at the beginning of each week.

Security Assumes 29 locations will have a security guard on-site on 2/4/16, 2/5/16 and from 2/8/16 to 2/10/16 and Putnam will have a security during the week ended 2/19 (\$30k).
 Information Technology Assumes payment to XO Communications for the hosting and storing of Employee Data and phone/internet capabilities for each location is made on 2/19/16 (\$70k). Assumes payment to RGM for access to Student Records is made on 2/18/16 (\$85k)
 Record Retention Assumes prepaying Iron Mountain two full years for Employee and Student record retention (\$440k). During this two year period, it is assumed Student Records will be distributed to the various state boards.
 Freight/Mailings Assumes each Campus will ship physical files to Putnam office and/or State Board of Education (\$15k).
 Advisors Advisor fees are assumed to be paid in arrears. Accrued and unpaid Advisor fees are estimated on the Advisors Schedule, please see Advisors Schedule for more information.
 DSI/Counsel DSI/Counsel fees assumed to be \$1,200k.
 Other No assumption has been made for the disposition of assets at each location.
 \$150k assumed for closing audit and taxes.
 \$20k assumed for any 401k plan audit.

Disclaimer: All numbers included herein are estimates, unless otherwise noted.

Note: A total amount of \$195,376 has been deposited into the Company's deposit account. Given that the account was subject to the ZBA on the main account, it has been difficult for the Company to gain any insight on the details of these deposits. Agency collections going forward are estimated to be under \$100,000.

B&H Education Weekly Cash Flow**Internal Wind Down Budget**

<i>\$ in 000s</i>	Forecast 02/05/16	Forecast 02/12/16	Forecast 02/19/16	Forecast 02/26/16 ⁽¹⁾	Forecast 03/04/16	Forecast 03/11/16	Forecast 03/18/16	Forecast 03/25/16	Forecast 04/01/16	Forecast 04/08/16	Forecast 04/15/16	Total
Operating Inflows:												
Title IV Disbursements	-	-	-	-	-	-	-	-	-	-	-	-
Student Cash Payments	-	-	-	-	-	-	-	-	-	-	-	-
Agency Collections	-	-	-	-	-	-	-	-	-	-	-	-
VA/Rehab/Other Cash Collections	-	-	-	-	-	-	-	-	-	-	-	-
Clinic Services/Sales Receipts	-	-	-	-	-	-	-	-	-	-	-	-
Total Operating Inflows	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Outflows:												
Credit Balance Payments	-	-	-	-	-	-	-	-	-	-	-	-
R2T4 Refund Payments ⁽²⁾	-	-	-	-	-	-	-	-	-	-	-	-
Campus Payroll	-	-	-	-	-	-	-	-	-	-	-	-
Regional Payroll	-	-	-	-	-	-	-	-	-	-	-	-
Corporate Payroll ⁽³⁾	2,264	617	614	-	-	-	-	-	-	-	-	3,495
Vacation & PTO Accrual Pay	-	-	-	-	-	-	-	-	-	-	-	-
Employee Payroll Taxes	-	-	291	-	-	-	-	-	-	-	-	291
Rent/Lease Payments	-	-	-	-	-	-	-	-	-	-	-	-
Advertising - Media Payments	-	-	-	-	-	-	-	-	-	-	-	-
Critical Vendor Payments	36	-	80	-	-	-	-	-	-	-	-	116
Security Payments	-	-	20	-	-	-	-	-	-	-	-	20
Sales Tax & Property Tax	-	-	33	-	-	-	-	-	-	-	-	33
Putnam Occupancy	-	-	-	-	-	-	-	-	-	-	-	-
IT Payments (Records Maintenance)	-	-	155	-	-	-	-	-	-	-	-	155
Record Retention	-	-	440	-	-	-	-	-	-	-	-	440
Workers Comp & Auto Ins.	-	-	-	-	-	-	-	-	-	-	-	-
Freight/Mailings	-	-	15	-	-	-	-	-	-	-	-	15
Employee Health Benefits	-	-	-	-	-	-	-	-	-	-	-	-
401k Funding	-	-	53	-	-	-	-	-	-	-	-	53
Total Operating Outflows	\$ 2,300	\$ 617	\$ 1,701	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,618
Non-Operating Outflows:												
Debt Interest Payments	-	-	-	-	-	-	-	-	-	-	-	-
Close-out Audit	-	-	150	-	-	-	-	-	-	-	-	150
401k Plan Audit	-	-	20	-	-	-	-	-	-	-	-	20
Restructuring Legal & Advisory Fees	-	116	372	-	-	-	-	-	-	-	-	488
DSI/Counsel Fees for ABC	-	-	1,200	-	-	-	-	-	-	-	-	1,200
Post-ABC Expenses	-	-	115	-	-	-	-	-	-	-	-	-
Total Non-Operating Outflows	\$ -	\$ 116	\$ 1,857	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,973
Checks Outstanding:												
Payroll Checks	-	5	-	-	-	-	-	-	-	-	-	5
Employee Health Benefits	-	-	281	-	-	-	-	-	-	-	-	281
AP Outstanding Checks	-	7	8	-	-	-	-	-	-	-	-	15
Total Checks Outstanding	\$ -	\$ 12	\$ 289	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 301
Net Cash Flow	\$ (2,300)	\$ (745)	\$ (3,847)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (6,891)
Beginning Cash Balance	7,909	530	1,309	-	-	-	-	-	-	-	-	7,909
Beginning Balance Cash Reconciliation ⁽⁴⁾	230	-	-	-	-	-	-	-	-	-	-	230
Lender Cash Sweep	(7,909)	-	-	-	-	-	-	-	-	-	-	(7,909)
Net Cash Flow	(2,300)	(745)	(3,847)	-	-	-	-	-	-	-	-	(6,891)
Cash Infusion	-	-	-	-	-	-	-	-	-	-	-	-
Management	2,600	-	-	-	-	-	-	-	-	-	-	2,600
Abry	-	1,524	1,729 ⁽⁵⁾	-	-	-	-	-	-	-	-	3,253
Future Cash Infusions	-	-	-	-	-	-	-	-	-	-	-	-
Abry	-	-	658	-	-	-	-	-	-	-	-	658
Other Equity Investors	-	-	150	-	-	-	-	-	-	-	-	150
Net Cash Balance	\$ 530	\$ 1,309	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -⁽⁶⁾

(1) ABC is assumed to be initiated on February 19, 2016. All funds were projected to be funded prior to the Assignment with the exception of the DSI/Counsel Fees and the Post-ABC Expenses.

(2) The Company is hopeful that all refunds will be covered by the State.

(3) Corporate Payroll represents Total Payroll for weekly actuals.

(4) Interest Payment received back from the Banks.

(5) Additional Funding from Abry is anticipated.

(6) Subject to reduction as a result of additional funding from equity holders at their discretion and cash collateral carve-out.

B&H Education Weekly Cash Flow - Daily Funding Requirements**Internal Wind Down Budget**

<u>\$ in 000s</u>	Forecast 02/16/16	Forecast 02/17/16	Forecast 02/18/16	Forecast 02/19/16 ⁽¹⁾	Total
Operating Inflows:					
Title IV Disbursements	-	-	-	-	-
Student Cash Payments	-	-	-	-	-
Agency Collections	-	-	-	-	-
VA/Rehab/Other Cash Collections	-	-	-	-	-
Clinic Services/Sales Receipts	-	-	-	-	-
Total Operating Inflows	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Outflows:					
Credit Balance Payments	-	-	-	-	-
R2T4 Refund Payments ⁽²⁾	-	-	-	-	-
Campus Payroll	-	-	-	-	-
Regional Payroll	-	-	-	-	-
Corporate Payroll ⁽³⁾	-	-	614	-	614
Vacation & PTO Accrual Pay	-	-	-	-	-
Employee Payroll Taxes	-	-	-	291	291
Rent/Lease Payments	-	-	-	-	-
Advertising - Media Payments	-	-	-	-	-
Critical Vendor Payments	-	-	-	80	80
Security Payments	-	-	-	20	20
Sales Tax & Property Tax	33	-	-	-	33
Putnam Occupancy	-	-	-	-	-
IT Payments (Records Maintenance)	-	-	85	70	155
Record Retention	-	-	-	440	440
Workers Comp & Auto Ins.	-	-	-	-	-
Freight/Mailings	-	-	-	15	15
Employee Health Benefits	-	-	-	-	-
401k Funding	-	53	-	-	53
Total Operating Outflows	\$ 33	\$ 53	\$ 699	\$ 916	\$ 1,701
Non-Operating Outflows:					
Debt Interest Payments	-	-	-	-	-
Close-out Audit	-	-	-	150	150
401k Plan Audit	-	-	-	20	20
Restructuring Legal & Advisory Fees	-	-	-	372	372
DSI/Counsel Fees	-	-	-	1,200	1,200
Post-ABC Expenses	-	-	-	115	115
Total Non-Operating Outflows	\$ -	\$ -	\$ -	\$ 1,857	\$ 1,857
Checks Outstanding:					
Payroll Checks	-	-	-	-	-
Employee Health Benefits	281	-	-	-	281
AP Outstanding Checks	6	-	3	-	8
Total Checks Outstanding	\$ 286	\$ -	\$ 3	\$ -	\$ 289
Net Cash Flow	\$ (319)	\$ (53)	\$ (702)	\$ (2,773)	\$ (3,847)
Beginning Cash Balance	1,309	990	2,006	1,305	1,309
Beginning Balance Cash Reconciliation	-	-	-	-	-
Lender Cash Sweep	-	-	-	-	-
Net Cash Flow	(319)	(53)	(702)	(2,773)	(3,847)
Cash Infusion					
Management	-	-	-	-	-
Abry	-	1,069	-	660	1,729 ⁽⁴⁾
Future Cash Infusions					
Abry	-	-	-	658	658
Other Equity Investors	-	-	-	150	150
Net Cash Balance	\$ 990	\$ 2,006	\$ 1,305	\$ 0	\$ 0 ⁽⁵⁾

(1) ABC is assumed to be initiated on February 19, 2016. All funds were projected to be funded prior to the Assignment with the exception of the DSI/Counsel Fees and the Post-ABC Expenses.

(2) The Company is hopeful that all refunds will be covered by the State.

(3) Corporate Payroll represents Total Payroll for weekly actuals.

(4) Additional Funding from Abry is anticipated.

(5) Subject to reduction as a result of additional funding from equity holders at their discretion and cash collateral carve-out.

B&H Education Weekly Cash Flow - Cash Flow Known vs. Unknown Estimates**Internal Wind Down Budget**

<i>\$ in 000s</i>	Forecast 02/16/16	Forecast 02/17/16	Forecast 02/18/16	Forecast 02/19/16	Total
<i>Known Estimates</i>					
Critical Vendor Payments	\$ -	\$ -	\$ -	\$ 30	\$ 30
R2T4 Refund Payments	-	-	-	-	-
Corporate Payroll ⁽¹⁾	-	-	614	-	614
Sales Tax & Property Tax	33	-	-	-	33
IT Payments (Records Maintenance)	-	-	85	70	155
401k Funding	-	53	-	-	53
Employee Payroll Taxes	-	-	-	291	291
Close-out Audit	-	-	-	150	150
401k Plan Audit	-	-	-	20	20
Restructuring Legal & Advisory Fees					
CDG Group, LLC	-	-	-	47	47
Powers Pyles Sutters & Verville PC	-	-	-	60	60
Curtis Mallet	-	-	-	220	220
Akerman	-	-	-	20	20
A&M PR Firm	-	-	-	25	25
DSI/Counsel Fees	-	-	-	1,200	1,200
Post-ABC Expenses	-	-	-	115	115
Employee Health Benefits	281	-	-	-	281
AP Outstanding Checks	6	-	3	-	8
Total Known Estimates	\$ 319	\$ 53	\$ 702	\$ 2,248	\$ 3,322
<i>Unknown Estimates</i>					
Record Retention	\$ -	\$ -	\$ -	\$ 440	\$ 440
Critical Vendor Payments	-	-	-	50	50
Security Payments	-	-	-	20	20
Freight/Mailings	-	-	-	15	15
Restructuring Legal & Advisory Fees					
Goldberg & Kohn LTD	-	-	-	-	-
Cooley, LLP	-	-	-	-	-
FTI Consulting	-	-	-	-	-
Restructuring Legal & Advisory Fees	-	-	-	-	-
Total Unknown Estimates	\$ -	\$ -	\$ -	\$ 525	\$ 525
Total Expenses	\$ 319	\$ 53	\$ 702	\$ 2,773	\$ 3,847

B&H Education 13 Week Cash Flow - Daily Employee Headcount Rollforward

Label	Department	02/08/16	02/09/16	02/10/16	02/11/16	02/12/16	02/13/16	02/14/16	02/15/16	02/16/16	02/17/16	02/18/16	02/19/16
Campus	Student Services	17	16	15	6	2	-	-	-	-	-	-	-
Campus	Registrar/FA	7	7	7	3	1	-	-	-	-	-	-	-
Campus	Registrar	20	19	18	12	4	-	-	-	-	-	-	-
Campus	Receptionist	1	1	1	1	1	-	-	-	-	-	-	-
Campus	Instructor	-	-	-	-	-	-	-	-	-	-	-	-
Campus	Financial Aid	16	16	15	10	1	-	-	-	-	-	-	-
Campus	Director	41	39	39	22	8	-	-	-	-	-	-	-
Campus	Career Services	-	-	-	-	-	-	-	-	-	-	-	-
Campus	Admissions	-	-	-	-	-	-	-	-	-	-	-	-
	Total Campus	102	98	95	54	17	-						
Corporate	Student Services	7	7	7	7	7	5	5	5	5	5	5	5
Corporate	Marketing	2	2	2	2	2	1	1	1	1	1	1	1
Corporate	IT	6	6	6	6	6	4	4	4	4	4	4	4
Corporate	HR	4	4	4	3	3	3	3	3	3	3	3	3
Corporate	Financial Aid	10	10	10	10	10	6	6	6	6	6	6	6
Corporate	Finance	5	4	4	4	4	4	4	4	4	4	4	4
Corporate	Facilities	4	4	4	4	4	2	2	2	2	2	2	2
Corporate	Executive	5	5	5	5	5	5	5	5	5	5	5	5
Corporate	Education	2	2	2	2	2	-	-	-	-	-	-	-
Corporate	Compliance	3	3	3	3	3	1	1	1	1	1	1	1
Corporate	Career Services	2	2	2	2	2	1	1	1	1	1	1	1
Corporate	Admissions	1	1	1	1	1	-	-	-	-	-	-	-
	Total Corporate	51	50	50	49	49	32						
Regional	Financial Aid	8	8	8	8	8	2	2	2	2	2	2	2
Regional	Facilities	1	1	1	-	-	-	-	-	-	-	-	-
Regional	Education	10	9	9	8	6	1	1	1	1	1	1	1
Regional	Career Services	2	2	2	-	-	-	-	-	-	-	-	-
Regional	Admissions	1	1	1	1	1	-	-	-	-	-	-	-
	Total Regional	22	21	21	17	15	3						
	Total Company	175	169	166	120	81	35						

Note: Headcount represents the number of employees at the beginning of each day.

B&H Education Weekly Cash Flow - Advisors Schedule

Invoiced and Paid Expenses

	Actual 01/08/16	Actual 01/15/16	Actual 01/22/16	Forecast 01/29/16	Forecast 02/05/16	Forecast 02/12/16	Forecast 02/19/16	Forecast 02/26/16	Forecast 03/04/16	Forecast 03/11/16	Forecast 03/18/16	Forecast 03/25/16	Forecast 04/01/16	Forecast 04/08/16	Forecast 04/15/16
CDG Group, LLC	-	225	-	-	-	-	-	-	-	-	-	-	-	-	-
Powers Pyles Sutters & Verville PC	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Kirkland & Ellis LLP	-	43	-	-	-	-	-	-	-	-	-	-	-	-	-
Curtis Mallet	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Akerman	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
A&M PR Firm	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Knutte & Associates	-	100	-	-	-	-	-	-	-	-	-	-	-	-	-
Goldberg & Kohn LTD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Cooley, LLP	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Schiff Hardin	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
FTI Consulting	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Restructuring Legal & Advisory Fees (m)	40	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	\$ 40	\$ 368	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Estimated Accrued (Earned/Unpaid) Expenses

	Actual 01/08/16	Actual 01/15/16	Actual 01/22/16	Forecast 01/29/16	Forecast 02/05/16	Forecast 02/12/16	Forecast 02/19/16	Forecast 02/26/16	Forecast 03/04/16	Forecast 03/11/16	Forecast 03/18/16	Forecast 03/25/16	Forecast 04/01/16	Forecast 04/08/16	Forecast 04/15/16
CDG Group, LLC	-	-	-	-	-	-	47	-	-	-	-	-	-	-	-
Powers Pyles Sutters & Verville PC	-	-	-	-	-	61	60	-	-	-	-	-	-	-	-
Kirkland & Ellis LLP	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Curtis Mallet	-	-	-	-	-	-	220	-	-	-	-	-	-	-	-
Akerman	-	-	-	-	-	-	20	-	-	-	-	-	-	-	-
A&M PR Firm	-	-	-	-	-	55	25	-	-	-	-	-	-	-	-
Knutte & Associates	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Goldberg & Kohn LTD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Cooley, LLP	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Schiff Hardin	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
FTI Consulting	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Restructuring Legal & Advisory Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 116	\$ 372	\$ -							
Total Due	\$ 40	\$ 368	\$ -	\$ -	\$ -	\$ 116	\$ 372	\$ -							

B&H Education Weekly Cash Flow Assumptions - Outstanding Checks

Internal Wind Down Budget

Department of Education	81.98
Nevada	4,564.85
California	40.00
Connecticut	100.00
Kansas	330.00
Employee Names	463.39
	<u>\$ 5,580.22</u>

Total Paid \$ 5,580.22 - AP Outstanding Checks

Other (Names/Vendors) \$554,627.55

Total Unpaid \$ 554,627.55

Total Outstanding Checks \$ 560,207.77

B&H Education Weekly Cash Flow Assumptions - Post-Assignment Budget⁽¹⁾**Internal Wind Down Budget**

Category	\$	Notes
Record Retention/Title IV Rec.	\$ -	Assumed to be funded prior to the ABC (\$450k). Mike Flecker to follow up on timing of Title IV. Rec, Nagui Elyas believes he can have final estimates for record retention on Tuesday. Need to negotiate a Transition Services Agreement, where DSI agrees to allow us to have "reasonable access" to the records that they take over.
IT/RGM - Week 1 (WE 2/26/16)	10	Mike Gerges & Sam (\$20k) for two weeks, RGM (\$15k). Mike to follow up to confirm this category.
IT/RGM - Remaining	32	
Financial Aid-Close Out Audit - Week 1 (WE 2/26/16)	6	Mike Flecker is in conversations with the DOE regarding this subject, trying to negotiate filing only one audit for the whole period as opposed to one for 2015 and one for 2016. He also has a question regarding sample size and if HCM2 is included. Mike believes he will at most need a week or two to finish the audit. Nancy Alpough (\$10k) and Edgar Trovada (\$4k) for 2 weeks. Use of a copier at the Putnam office (\$3k). Accountants to be funded prior to the Assignment (\$150k).
Financial Aid-Close Out Audit - Remaining	9	
Corporate Income Tax Returns	10	Knutte to be funded prior to Assignment to complete both the 2015 and 2016 tax returns. \$10k budget for Mike Flecker and Tony LoCascio who may need to assist from time to time.
401k Plan Audit	20	Gary Oshiro (\$8k) and Tony LoCascio (\$10k) for two weeks. Accountants to be funded prior to the Assignment (\$20k).
Legal	-	
Las Vegas Property Tax	2	To be filed in March/April timeframe, assumes DSI will facilitate this process.
Additional Expenses (Utilities)- Week 1 (WE 2/26/16)	2	To cover additional expenses that will arise when unwinding the business.
Additional Expenses - Remaining	23	
Sub-Total Post Assignment Costs	\$ 115	
<i>Prefunded Costs:</i>		
Record Retention - Week 1	-	
Record Retention - Remaining	440	
Financial Aid Close-out Audit	150	2015 SFA Compliance Audits (\$103k); 2016 SFA Compliance Audits (TBD); 2015 Preliminary on Financial Audit (\$7k); 2015 Federal and State Tax Returns for B&H Education, Inc. and B&H Holdings, LLC (\$14k), 2016 Federal and State Tax Returns for B&H Education, Inc. and B&H Holdings, LLC (\$7k);
401k Plan Audit	20	2015 401k Audit (\$13k); 2016 401k Audit (\$6k).
Total Post Assignment Incremental Costs	\$ 725	
<i>Week 1 (WE 2/26/16) Costs</i>	<i>\$ 18.5</i>	

(1) Post-ABC Expenses are included in 2/19/16 of the Cash Flow.

(2) To the extent there is any additional funding needed, the assignee may look to the cash collateral carve-out and equity holders, who may fund at their discretion.

Exhibit C

Lender Consent Agreement

LENDER CONSENT AGREEMENT

This **LENDER CONSENT AGREEMENT** (this "Agreement") is made as of February 25, 2016, by and among Development Specialists, Inc. (the "Assignee" or "DSI"), solely in its capacity as the assignee for the benefit of creditors of B&H Education, Inc. (the "Company"), and Bank of Montreal in its capacity as administrative agent ("Agent") under the Credit Agreement, dated as of May 3, 2010 among the Company, Agent and the lenders from time to time party thereto (the "Lenders") (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"). Agent and the Assignee are referred herein collectively as the "Parties" and each individually as a "Party."

RECITALS

A. The Company, B&H Education Holdings, LLC, Agent and the Lenders are parties to the Credit Agreement pursuant to which, among other things, Agent and the Lenders agreed, subject to the terms and conditions set forth in the Credit Agreement, to make certain loans and other financial accommodations to the Company. Capitalized terms used herein but not otherwise defined herein shall have the meaning set forth in the Credit Agreement.

B. Multiple Events of Default are in existence under the Credit Agreement and the other Loan Documents, including, without limitation, the Company's failure to repay the Obligations on or before the final maturity date, which occurred on May 3, 2015.

C. The Company is in the process of winding-down its businesses and has executed a General Assignment for the Benefit of Creditors (the "Assignment Agreement") by and between the Company and the Assignee pursuant to which the Assignee will liquidate the Company's assets and distribute the proceeds to the Company's creditors, in accordance with applicable law, to satisfy the Company's obligations (the "Assignment").

D. The Agent, the Company, B&H Education Holdings, LLC, ABRY Senior Equity II, LP, ABRY Senior Equity II-A, LP., ABRY Senior Equity Co-Investment Fund, LP, ABRY Partners VI, LP and ABRY Investment Partnership, LP (collectively, "ABRY"), and Rashed Elyas, Nagui Elyas and Michael Flecker, in their individual capacities (collectively, "Management") are parties to that certain Assignment for the Benefit of Creditors Support Agreement, dated as of the date hereof (the "Support Agreement"), and effective immediately prior to the effectiveness of the Assignment Agreement and this Agreement. Pursuant to the Support Agreement, Management, ABRY and any Other Equity Investor (as such term is defined in the Support Agreement) have agreed to provide the Company and Assignee the Wind-Down Amount (as such term is defined in the Support Agreement) to fund the winding down of the Company's business and the Assignment, including the payment of retainers ("Retainers") for the Assignee and Pachulski Stang Ziehl & Jones LLP ("PSZJ") as counsel to the Assignee.

E. The Assignee has requested the consent of Agent and the Lenders to use a portion of the proceeds of the Collateral (as such term is defined in the Credit Agreement) collected by the Assignee to fund certain costs and expenses that may be incurred by the Assignee in connection with the Assignment but that may not be currently contemplated or included in the Wind-Down Budget described in and attached as Exhibit A to the Support Agreement (the "Wind-Down Budget").

F. Agent and the Lenders are willing to agree to a limited carveout from such Collateral proceeds on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, the terms and conditions set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Disposition of Collateral.** Assignee agrees not to sell, assign, encumber, transfer, settle, use, or otherwise dispose of any Collateral unless (i) the Obligations (as defined in the Credit Agreement) have first been paid in full in cash, or will be paid in full in cash, at the closing of any such sale, assignment, encumbrance, transfer, settlement, use, or other disposition or (ii) the Agent has consented in writing to any such sale, assignment, encumbrance, transfer, settlement, use, or other disposition of such property on which Agent holds a valid lien or security interest. In advance of any proposed transaction under subsection (ii), the Assignee will provide the Agent with any agreements or other documents related to the proposed sale, assignment, encumbrance, transfer, settlement, use, or disposition and those documents requested by the Agent that are reasonably necessary for it to determine if it should provide its consent, in each case, prior to the Assignee's entering into, and becoming bound by, the same.

2. **Carve Out of Collateral.** Notwithstanding any provision in the Credit Agreement or the Assignment Agreement to the contrary, Agent (on behalf of the Lenders) hereby agrees that an amount up to Three Hundred and Five Thousand Dollars (\$305,000) received on account of that certain Stipulation for Settlement with the Los Angeles Metropolitan Transportation Authority, dated January 19, 2016, and the causes of action related thereto (the "MTA Collateral"), will be made available to fund the costs and expenses of the Assignment, subject to a budget prepared by the Assignee and approved by Agent (the "Carve Out"). Assignee acknowledges and agrees that the Wind-Down Amount (as defined in the Support Agreement) shall be fully utilized, including full utilization of any retainers funded by the Wind-Down Amount, to fund certain costs and expenses of the Assignment, including those set forth in the Wind-Down Budget, before any Carve Out amount shall be used. All proceeds of Collateral not subject to the Carve Out will be held in trust by the Assignee for the benefit of Agent as Administrative Agent.

3. **Recoveries that Exceed Carve Out.** All proceeds realized by the Assignee from the sale or disposition of Collateral or otherwise received on account of the Collateral (including, without limitation, the MTA Collateral) not subject to the Carve Out shall be remitted to Agent for application on account of the Company's obligations to Agent and the Lenders under the Credit Agreement within three (3) business days of receipt of any such proceeds by Assignee.

4. **Wind-Down Amount and Carve Out Have No Effect on Obligations Owed to Agent and Lenders.** The Assignee will use his best efforts to use the Wind-Down Amount (as defined in the Support Agreement) in accordance with the Wind-Down Budget. The Assignee further agrees that neither the payment of the Wind-Down Amount nor the Carve Out shall affect or reduce the amount owed by the Company to Agent and the Lenders under the Credit Agreement and the other Loan Documents.

5. **Non-Effect of Change In Circumstances Upon Carve Out.** Notwithstanding any provision in the Credit Agreement to the contrary, in the event the assets of

the Company are liquidated, the Assignment is completed, and insufficient funds are available to repay the Obligations, Agent and the Lenders shall have no claim against the portion of the Carve Out utilized by the Assignee in accordance with the terms of this Agreement.

6. Continuing Effect of Loan Documents. Subject only to the Carve Out as set forth in Sections 2 and 5 herein, the provisions of the Credit Agreement and the other Loan Documents, and the liens granted thereunder, are and shall remain in full force and effect and Agent and the Lenders have not waived any rights under Credit Agreement or any other Loan Documents.

7. Acknowledgment of Obligations and Security Interest. The Assignee hereby acknowledges, confirms, and agrees that, as of the open of business on February 25, 2016, the Lenders have a valid and enforceable claim for (i) the outstanding principal amount of the Term Loans owed by the Company to the Lenders, in an amount not less than \$21,283,064.97 and (ii) all interest accrued and accruing thereon, and all fees, costs, expenses and other charges now or hereafter payable to the Lenders under the Credit Agreement. The Assignee hereby acknowledges, confirms, and agrees that all such Loans and other Obligations, are unconditionally owed to the Lenders, without any offset, defense, or counterclaim of any kind, nature, or description whatsoever.

The Assignee also hereby acknowledges, confirms and agrees that Agent has, and will continue to have, valid, enforceable and perfected first-priority continuing liens upon and security interests in the Collateral heretofore granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement and the other Loan Documents or otherwise granted to or held by Agent, for the benefit of the Lenders, including but not limited to the MTA Collateral.

8. Limitation on the Use of Carve Out. No portion of the Carve Out may be used to pay any fees or expenses incurred by any entity, including the Assignee and its professionals, in connection with claims or causes of action adverse to Agent or the Lenders, including, without limitation, the Agent's (on behalf of the Lenders) interests in the Collateral, including, but not limited to using or seeking to use Carve Out funds to object, challenge, or contest, in any manner, or in raising any defenses to, the validity, extent, amount, perfection, priority or enforceability of the Obligations under the Credit Agreement or any mortgages, liens or security interests with respect thereto or any other rights or interests of Agent or the Lenders, or in asserting any claims or causes of action, against Agent or the Lenders.

9. Monthly Reporting. Within 10 days of the end of each calendar month during the Assignment, the Assignee will provide a monthly report to Agent that sets forth (a) the collections received by the Assignee during such period (on a monthly and cumulative basis), (b) the disbursements made by the Assignee during such period (on a monthly and cumulative basis), (c) the variance between the actual expenses paid and proceeds collected versus the budgeted amounts reflected in the Wind-Down Budget, (d) the remaining balance of the Wind-Down Amount (as defined in the Support Agreement) available to fund future costs and expenses pursuant to the Wind Down Budget, and (e) the amount of the Carve Out utilized during such period in accordance with this Agreement and the amount of the Carve Out remaining on deposit in a deposit account maintained by the Assignee.

10. Waiver of Surcharge. The Assignee represents that, to the best of its knowledge based on the limited information available and known to it at the time of the execution

of this Agreement, the Wind-Down Budget contains all of the costs and expenses that are reasonable and necessary for the administration of the Assignment and wind-down contemplated by the Wind-Down Budget and the preservation and disposition of the Collateral, and therefore includes any and all items, if any, that are potentially chargeable to Agent, Lenders or the Collateral. Accordingly, the Assignee agrees that there will be no surcharge of Agent, Lenders or of any Collateral for any purpose unless expressly agreed to in writing by Agent (on behalf of the Lenders). In furtherance of the foregoing, the Assignee hereby irrevocably releases, remises, and forever discharges Agent, Lenders and the Collateral from any and all claims or causes of action of any kind or nature, now existing or hereafter arising, from or in any way related to any costs, fees, surcharges, or any other expenses of preserving, administering, or disposing of any Collateral from time to time; provided, however, that the foregoing release will not affect Agent's and Lenders' obligations with respect to the Carve Out as set forth in Paragraph 2 above.

11. Miscellaneous.

(a) Notices. All notices and communications provided for pursuant to this Agreement shall be in writing, and sent by email, hand, facsimile, or a recognized overnight delivery service, as follows:

If to Agent or the Lenders:

Bank of Montreal
115 South LaSalle Street
Chicago, IL 60603
Attn: Sue R. Blazis
Email: sue.blazis@bmo.com
Tel.: (312)-461-6825
Fax: (312) 461-7958

With a copy to:

Goldberg Kohn
55 East Monroe Street
Suite 3300
Chicago, IL 60603
Attn: Dimitri G. Karcazes, Esq.
Email: Dimitri.Karcazes@goldbergkohn.com
Tel.: (312) 201-3976
Fax: (312) 863-7476

If to Assignee:

Development Specialists, Inc.
Wells Fargo Center
333 South Grant Avenue
Suite 4070
Los Angeles, CA 90071

Attn: Geoffrey L. Berman
Email: gberman@dsi.biz
Tel.: (213) 617-2717
Fax: (213) 617-2718

and

Development Specialists, Inc.
70 West Madison Street
Suite 2300
Chicago, IL 60602
Attn: William A. Brandt
Email: bbrandt@dsi.biz
Tel.: (312) 263-4141
Fax: (312) 263-1180

With a copy to:

Pachulski Stang Ziehl & Jones
10100 Santa Monica Boulevard, Suite 1300
Los Angeles, CA 90067
Attn: Teddy M. Kapur, Esq.
Email: tkapur@pszjlaw.com
Tel: (310) 277-6910
Fax: (310) 201-0760

(b) Governing Law; Consent to Jurisdiction. This Agreement shall be governed and construed in accordance with the laws of the State of California without regard to conflicts of laws principles thereof.

(c) Entire Agreement. This Agreement contains the entire agreement among the parties hereto with respect to the transactions contemplated hereby and supersedes and cancels all prior agreements, including, without limitation, all proposals, letters of intent or representations, written or oral, with respect thereto.

(d) Amendments. This Agreement may not be modified except in a written instrument executed by each of the Parties.

(e) No Waiver. No consent or waiver by any party, express or implied, to or of any breach or default by the other in the performance of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligation of such party. Failure on the part of any party to complain of any act or failure to act by the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

(f) Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns; provided, however, that this Agreement may not be assigned by any party without the prior approval of the other Parties.

(g) Execution in Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one agreement. This Agreement may be executed by facsimile or electronic delivery, and such facsimile or electronic signature shall be treated as an original signature hereunder.

(h) Section Headings. The headings of sections of this Agreement are inserted for convenience only and shall not be considered for the purpose of determining the meaning or legal effect of any provisions hereof.

(i) Survival. All representations, warranties, covenants and agreements made by the parties hereto shall be continuing, shall be considered to have been relied upon by the parties and shall survive the execution, delivery, performance or termination of this Agreement.

(j) Third Party Beneficiaries. The Lenders are each an intended third party beneficiary of this Agreement.

[Signature pages to follow]

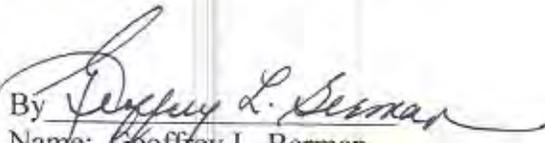
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above.

Bank of Montreal, as Administrative Agent

By: Sue R Bidzisz
Name: Sue R Bidzisz
Its: Managing Director

**Development Specialists, Inc.,
solely in its capacity as the assignee for the
benefit of creditors of
B&H Education, Inc.**

By



Name: Geoffrey L. Berman

Its: Senior Managing Director

Exhibit D

Corporate Resolutions

**ACTION BY UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS OF
B & H EDUCATION, INC.**

The undersigned, constituting the entire Board of Directors (the “Board”) of B & H Education, Inc., a Delaware corporation (the “Corporation”), in accordance with Section 141(f) and Section 242 of the Delaware General Corporation Law, without the formality of convening a meeting, do hereby consent to and adopt the following resolutions. It is the intent of the undersigned that this consent be executed in lieu of a special meeting of the Board, which consent shall be filed with the minutes of the proceedings of the Board.

GENERAL ASSIGNMENT FOR THE BENEFIT OF CREDITORS

WHEREAS, the Corporation proposes to enter into a general assignment for the benefit of its creditors by and between the Corporation and Development Specialists, Inc., an Illinois corporation licensed to do business in California, located in Los Angeles, California, as assignee (the “Assignee”) in a form substantially similar to that reviewed by the Board (the “General Assignment for the Benefit of Creditors”), pursuant to which (i) the Corporation would make a general assignment of all or substantially all of its assets to the Assignee in trust (the “Assignment”) and (ii) the Assignee would liquidate the Corporation’s assets and distribute the proceeds to the Corporation’s creditors to satisfy the Corporation’s obligations;

WHEREAS, the Corporation proposes to enter into an agreement in support of the General Assignment for the Benefit of Creditors in a form substantially similar to that reviewed by the Board (the “Support Agreement”), pursuant to which, among other things, (i) the Corporation will release Bank of Montreal, in its capacity as administrative agent under the Credit Agreement, dated as of May 3, 2010, and the lenders party thereto (collectively, the “Lender Parties”), (ii) each of the parties to the Support Agreement agrees not to sue any of the parties thereto or their related parties, and (iii) the Lender Parties agree not to exercise any remedies against additional funds that may be advanced to the Corporation or the Assignee;

WHEREAS, the Board has considered, among other things, presentations by the officers of the Corporation and outside legal counsel and such other factors as the Board has deemed relevant in connection with the General Assignment for the Benefit of Creditors; and

WHEREAS, the Board deems it advisable and in the best interests of the Corporation, its creditors, employees, stakeholders and other interested parties that the Corporation enter into the General Assignment for the Benefit of Creditors.

NOW THEREFORE, BE IT RESOLVED, that the form, terms and provisions of the General Assignment for the Benefit of Creditors be, and hereby are, determined to be fair, advisable and in the best interests of the Corporation, its creditors, employees, stakeholders and other interested parties; and be it further

RESOLVED, that the General Assignment for the Benefit of Creditors be, and hereby is, adopted and approved; and be it further

RESOLVED, that the form, terms and provisions of the Support Agreement be, and hereby are, determined to be fair, advisable and in the best interests of the Corporation, its creditors, employees, stakeholders and other interested parties; and be it further

RESOLVED, that the Support Agreement be, and hereby is, adopted and approved; and be it further

RESOLVED, that any two officers be, and they are, hereby authorized and directed to execute said assignment containing such provisions as may be agreed upon between them and the Assignee such other deeds, assignments and agreements as may be necessary to carry out this resolution into effect; and be it further

RESOLVED, that the Assignee is hereby authorized to execute and file and prosecute on behalf of the Corporation all claims for refund or abatement of all excess taxes heretofore or hereafter assessed against or collected from the Corporation and any one officer of the Corporation be, and his is, hereby authorized and directed to make, execute and deliver in favor of such persons as may be designated by the Assignee for the benefit of creditors, a power of attorney on the regular printed form thereof used by the United States Treasury Department so as to authorize said attorney-in-fact to process any tax claims for it on behalf of the Corporation; and it be further

RESOLVED, that the Corporation be, and hereby is, authorized and empowered to perform all of its obligations under the General Assignment for the Benefit of Creditors, including the Assignment; and be it further

RESOLVED, that all acts lawfully done or actions lawfully taken by the officers of the Corporation (collectively, the "Officers"), or any one of them, in connection with the General Assignment for the Benefit of Creditors, or any transactions contemplated thereby, be, and hereby are, adopted, ratified, confirmed and approved in all respects as the acts and deeds of the Corporation as fully as if such actions had been presented to the Board for its prior approval.

GENERAL

RESOLVED, that, except as set forth herein, the officers of the Corporation (collectively, the "Officers"), or any one of them, be, and each of them hereby is, authorized and empowered, on behalf of and in the name of the Corporation, to amend, supplement or otherwise modify from time to time the terms of any documents, certificates, instruments, agreements, notices, undertakings or other writings referred to in the foregoing resolutions; and be it further

RESOLVED, that, except as set forth herein, the Officers, or any one of them, be, and each of them hereby is, authorized and empowered, in the name of and on behalf of the Corporation, to execute and deliver any and all documents and to take such other action as he or she deems necessary, advisable, or appropriate to carry out the purposes and intent, but within the limitations, of the foregoing resolutions, the execution, delivery or taking of such actions to be conclusive evidence that the same have been authorized by these resolutions; and be it further

RESOLVED, that the Officers be, and each of them hereby is, authorized and empowered, on behalf of and in the name of the Corporation, to pay and direct the payment of all fees and expenses as in their judgment shall be necessary, appropriate, or advisable in the good faith judgment of such Officers to effectuate the purpose and intent of any and all of the foregoing resolutions.

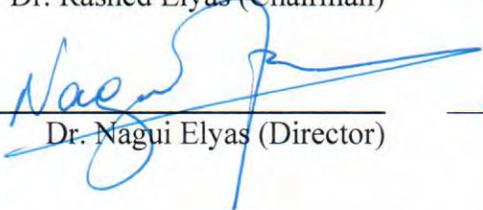
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This consent may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

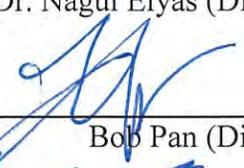


_____	<u>2/23/2016</u>
Dr. Rashed Elyas (Chairman)	Date
_____	_____
Dr. Nagui Elyas (Director)	Date
_____	_____
Bob Pan (Director)	Date
_____	_____
Erik Brooks (Director)	Date

This consent may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

_____	_____
Dr. Rashed Elyas (Chairman)	Date
	
_____	_____
Dr. Nagui Elyas (Director)	Date
_____	_____
Bob Pan (Director)	Date
_____	_____
Erik Brooks (Director)	Date

This consent may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

_____	_____
Dr. Rashed Elyas (Chairman)	Date
_____	_____
Dr. Nagui Elyas (Director)	Date
_____	_____
 Bob Pan (Director)	Date
_____	_____
 Erik Brooks (Director)	Date



Tomer Yosef-Or (Director)

Date

**ACTION BY UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF MANAGERS OF
B&H EDUCATION HOLDINGS, LLC**

The undersigned, constituting the entire Board of Managers (the “Board”) of B&H Education Holdings, LLC, a Delaware limited liability company (the “Company”), in accordance with (i) the Second Amended and Restated Limited Liability Company Agreement, dated as of May 3, 2010 of the Company, by and among the Company and the members party thereto, (ii) the Members Agreement, dated as of May 3, 2010, by and among the Company and the members named therein and (iii) the Delaware Limited Liability Company Act, without the formality of convening a meeting, do hereby consent to and adopt the following resolutions. It is the intent of the undersigned that this consent be executed in lieu of a special meeting of the Board, which consent shall be filed with the minutes of the proceedings of the Board.

GENERAL ASSIGNMENT FOR THE BENEFIT OF CREDITORS

WHEREAS, the Company’s wholly-owned subsidiary, B & H Education, Inc. (the “Subsidiary”), proposes to enter into a general assignment for the benefit of its creditors by and between the Subsidiary and Development Specialists, Inc., an Illinois corporation licensed to do business in California, located in Los Angeles, California, as assignee (the “Assignee”) in a form substantially similar to that reviewed by the Board (the “General Assignment for the Benefit of Creditors”), pursuant to which (i) the Subsidiary would make a general assignment of all or substantially all of its assets to the Assignee in trust (the “Assignment”) and (ii) the Assignee would liquidate the Subsidiary’s assets and distribute the proceeds to the Subsidiary’s creditors to satisfy the Subsidiary’s obligations;

WHEREAS, the Company and the Subsidiary propose to enter into an agreement in support of the General Assignment for the Benefit of Creditors in a form substantially similar to that reviewed by the Board (the “Support Agreement”), pursuant to which, among other things, (i) the Company and the Subsidiary will release Bank of Montreal, in its capacity as administrative agent under the Credit Agreement, dated as of May 3, 2010, and the lenders party thereto (collectively, the “Lender Parties”), (ii) each of the parties to the Support Agreement agrees not to sue any of the parties thereto or their related parties, and (iii) the Lender Parties agree not to exercise any remedies against additional funds that may be advanced to the Subsidiary or the Assignee;

WHEREAS, the Board has considered, among other things, presentations by the officers of the Company and outside legal counsel and such other factors as the Board has deemed relevant in connection with the General Assignment for the Benefit of Creditors; and

WHEREAS, the Board deems it advisable and in the best interests of the Company, its subsidiaries, creditors, employees, stakeholders and other interested parties that the Subsidiary enter into the General Assignment for the Benefit of Creditors.

NOW THEREFORE, BE IT RESOLVED, that the Board hereby consents to and ratifies the form, terms and provisions of the General Assignment for the Benefit of Creditors; and be it further

RESOLVED, that the Board hereby consents to and ratifies the General Assignment for the Benefit of Creditors; and be it further

RESOLVED, that the Board hereby consents to and ratifies the form, terms and provisions of the Support Agreement; and it be further

RESOLVED, that the Board hereby consents to and ratifies the Support Agreement; and be it further

RESOLVED, that any two officers be, and they are, hereby authorized and directed to execute said assignment containing such provisions as may be agreed upon between them and the Assignee such other deeds, assignments and agreements as may be necessary to carry out this resolution into effect; and be it further

RESOLVED, that the Assignee is hereby authorized to execute and file and prosecute on behalf of the Subsidiary all claims for refund or abatement of all excess taxes heretofore or hereafter assessed against or collected from the Subsidiary and any one officer of the Subsidiary be, and his is, hereby authorized and directed to make, execute and deliver in favor of such persons as may be designated by the Assignee for the benefit of creditors, a power of attorney on the regular printed form thereof used by the United States Treasury Department so as to authorize said attorney-in-fact to process any tax claims for it on behalf of the Subsidiary; and it be further

RESOLVED, that the Board hereby consents to and ratifies the execution, delivery and performance of the General Assignment for the Benefit of Creditors by the Subsidiary and hereby consents to the Assignment.

GENERAL

RESOLVED, that, except as set forth herein, the officers of the Company (collectively, the “Officers”), or any one of them, be, and each of them hereby is, authorized and empowered, on behalf of and in the name of the Company, to amend, supplement or otherwise modify from time to time the terms of any documents, certificates, instruments, agreements, notices, undertakings or other writings referred to in the foregoing resolutions; and be it further

RESOLVED, that, except as set forth herein, the Officers, or any one of them, be, and each of them hereby is, authorized and empowered, in the name of and on behalf of the Company, to execute and deliver any and all documents and to take such other action as he or she deems necessary, advisable, or appropriate to carry out the purposes and intent, but within the limitations, of the foregoing resolutions, the execution, delivery or taking of such actions to be conclusive evidence that the same have been authorized by these resolutions; and be it further

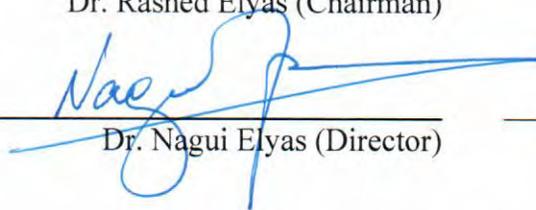
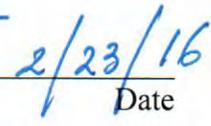
RESOLVED, that the Officers be, and each of them hereby is, authorized and empowered, on behalf of and in the name of the Company, to pay and direct the payment of all fees and expenses as in their judgment shall be necessary, appropriate, or advisable in the good faith judgment of such Officers to effectuate the purpose and intent of any and all of the foregoing resolutions.

This consent may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.



_____	<u>2/23/2016</u>
Dr. Rashed Elyas (Chairman)	Date
_____	_____
Dr. Nagui Elyas (Director)	Date
_____	_____
Bob Pan (Director)	Date
_____	_____
Erik Brooks (Director)	Date

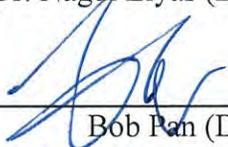
This consent may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

_____	_____
Dr. Rashed Elyas (Chairman)	Date
	
_____	_____
Dr. Nagui Elyas (Director)	Date
_____	_____
Bob Pan (Director)	Date
_____	_____
Erik Brooks (Director)	Date

This consent may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

Dr. Rashed Elyas (Chairman) _____ Date

Dr. Nagui Elyas (Director) _____ Date



Bob Pan (Director) _____ Date



Erik Brooks (Director) _____ Date



Tomer Yosef-Or (Director)

Date

B & H EDUCATION, INC.

**WRITTEN CONSENT
OF THE
SOLE STOCKHOLDER**

The undersigned, being the sole holder (the "Sole Stockholder") of all of the issued and outstanding shares of the capital stock of B & H Education, Inc., a Delaware corporation (the "Corporation"), hereby takes the following actions and adopts the following resolutions by written consent in lieu of meeting pursuant to Section 228 of the General Corporation Law of the State of Delaware:

GENERAL ASSIGNMENT FOR THE BENEFIT OF CREDITORS

WHEREAS, the Corporation proposes to enter into a general assignment for the benefit of its creditors by and between the Corporation and Development Specialists, Inc., an Illinois corporation licensed to do business in California, located in Los Angeles, California, as assignee (the "Assignee") in a form substantially similar to that reviewed by the Sole Stockholder (the "General Assignment for the Benefit of Creditors"), pursuant to which (i) the Corporation would make a general assignment of all or substantially all of its assets to the Assignee in trust (the "Assignment") and (ii) the Assignee would liquidate the Corporation's assets and distribute the proceeds to the Corporation's creditors to satisfy the Corporation's obligations;

WHEREAS, the Board of Directors of the Corporation has adopted and approved the General Assignment for the Benefit of Creditors; and

WHEREAS, the Corporation proposes to enter into an agreement in support of the General Assignment for the Benefit of Creditors in a form substantially similar to that reviewed by the Sole Stockholder (the "Support Agreement"), pursuant to which, among other things, (i) the Corporation will release Bank of Montreal, in its capacity as administrative agent under the Credit Agreement, dated as of May 3, 2010, and the lenders party thereto (collectively, the "Lender Parties"), (ii) each of the parties to the Support Agreement agrees not to sue any of the parties thereto or their related parties, and (iii) the Lender Parties agree not to exercise any remedies against additional funds that may be advanced to the Corporation or the Assignee;

NOW THEREFORE, BE IT RESOLVED, that the Sole Stockholder hereby consents to and ratifies the form, terms and provisions of the General Assignment for the Benefit of Creditors; and be it further

RESOLVED, that the Sole Stockholder hereby consents to and ratifies the General Assignment for the Benefit of Creditors; and be it further

RESOLVED, that the Sole Stockholder hereby consents to and ratifies the form, terms and provisions of the Support Agreement; and be it further

RESOLVED, that the Sole Stockholder hereby consents to and ratifies the Support Agreement; and be it further

RESOLVED, that any two officers be, and they are, hereby authorized and directed to execute said assignment containing such provisions as may be agreed upon between them and the Assignee such other deeds, assignments and agreements as may be necessary to carry out this resolution into effect; and be it further

RESOLVED, that the Assignee is hereby authorized to execute and file and prosecute on behalf of the Corporation all claims for refund or abatement of all excess taxes heretofore or hereafter assessed against or collected from the Corporation and any one officer of the Corporation be, and his is, hereby authorized and directed to make, execute and deliver in favor of such persons as may be designated by the Assignee for the benefit of creditors, a power of attorney on the regular printed form thereof used by the United States Treasury Department so as to authorize said attorney-in-fact to process any tax claims for it on behalf of the Corporation; and it be further

RESOLVED, that the Sole Stockholder hereby consents to and ratifies the execution, delivery and performance of the General Assignment for the Benefit of Creditors by the Corporation and hereby consents to the Assignment.

GENERAL

RESOLVED, that, except as set forth herein, the officers of the Corporation (collectively, the “Officers”), or any one of them, be, and each of them hereby is, authorized and empowered, on behalf of and in the name of the Corporation, to amend, supplement or otherwise modify from time to time the terms of any documents, certificates, instruments, agreements, notices, undertakings or other writings referred to in the foregoing resolutions; and be it further

RESOLVED, that, except as set forth herein, the Officers, or any one of them, be, and each of them hereby is, authorized and empowered, in the name of and on behalf of the Corporation, to execute and deliver any and all documents and to take such other action as he or she deems necessary, advisable, or appropriate to carry out the purposes and intent, but within the limitations, of the foregoing resolutions, the execution, delivery or taking of such actions to be conclusive evidence that the same have been authorized by these resolutions; and be it further

RESOLVED, that the Officers be, and each of them hereby is, authorized and empowered, on behalf of and in the name of the Corporation, to pay and direct the payment of all fees and expenses as in their judgment shall be necessary, appropriate, or advisable in the good faith judgment of such Officers to effectuate the purpose and intent of any and all of the foregoing resolutions; and be it further

IN WITNESS WHEREOF, the undersigned, being the Sole Stockholder of the Corporation, has executed this written consent as of the ____ day of February, 2016.

B&H EDUCATION HOLDINGS, LLC

A handwritten signature in black ink, appearing to read 'Rashed Elyas', is centered on the page. The signature is fluid and cursive, with a long horizontal stroke extending to the right.

By: _____
Name: Rashed Elyas
Title: CEO