

GENERAL ASSIGNMENT FOR THE BENEFIT OF CREDITORS

THIS GENERAL ASSIGNMENT FOR THE BENEFIT OF CREDITORS (this “**General Assignment**”) is made on January 14, 2025, **by and between Home EC Inc. d/b/a/ Connect Homes, a Delaware corporation located at 304 S Broadway, Suite 320, Los Angeles, CA 90013, hereinafter referred to as “Assignor”, and EH-ORA ABC LLC, a California limited liability company located at 4520 Cooper Road, Suite 203, Cincinnati, OH 45242, hereinafter referred to as “Assignee.”**

RECITALS

A. Assignor is indebted to various persons, corporations, and other entities and is unable to pay its debts in full. As a result, Assignor has decided to discontinue its business and desires to transfer all of its property to the Assignee for the benefit of creditors so that the property transferred may be expeditiously liquidated and the proceeds thereof fairly distributed to its creditors without any preference or priority, except such priority as established and permitted by law (including, without limitation, the law of contracts);

B. Assignor acknowledges and asserts that substantially all of its assets are subject to security interests in favor of Transamerica Life Insurance Company, as lender (“**Transamerica**”), and Acquiom Agency Services LLC, as administrative and collateral agent (“**Acquiom**” and together with Transamerica collectively, the “**Secured Lender**”). The Secured Lender has advised the Assignor and the Assignee that it consents to this General Assignment;

C. Secured Lender has consented to this General Assignment, the nomination and appointment of the Assignee by the Assignor, the use of its cash collateral to fund the same and certain wind-down expenses of Assignor and the proposed sale of the Assigned Assets (defined below) to Paragon Homes, a Wyoming corporation;

D. Assignor has determined that, based upon its business prospects, entering into this General Assignment is in the best interests of the Assignor’s creditors;

E. Assignor has determined that Assignee is an entity well qualified to efficiently administer the Home EC Assignment Estate (defined below) for the benefit of the Assignor’s creditors, including, without limitation, the liquidation of the estate’s assets; and

F. Assignor has received the requisite consent of Assignor’s board and the consent of a majority of shareholders to execute this Assignment and perform its obligations hereunder.

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. Creation of Assignment Estate. Upon the execution of this General Assignment, a certain assignment estate shall be created, the name of which is the “**Home EC Assignment Estate**,” to enable the Assignee to administer the estate, which includes the orderly liquidation of

the property and assets of Assignor and the distribution of the proceeds therefrom to creditors of Assignor, including the Secured Lender, in accordance with applicable law. Assignor hereby nominates and appoints Assignee to administer the Home EC Assignment Estate. The Assignee and its agents shall have the powers and duties hereinafter set forth and shall receive reasonable compensation for its services and reimbursement of its expenses, including, without limitation, reimbursement of its attorneys' fees and costs.

2. Transfer of Assets. Assignor hereby irrevocably and unconditionally assigns, grants, conveys, transfers, and sets over to Assignee all of Assignor's currently existing right, title, and interest in all real or personal property and all other assets, whatsoever and where so ever situated, which assets include, without limitation, all personal property and any interest therein, including all that certain stock of merchandise, office furniture and fixtures, machinery, equipment, leasehold interests and improvements (subject to Section 3 below), inventory (raw goods, work in process and finished goods), book accounts, books and records, bills, accounts receivable, cash on hand, cash in bank, deposits, intellectual property including all patents, patent applications, copyrights, trademarks and trade names, and all goodwill associated therewith, insurance policies, tax refunds, rebates, general intangibles (including any and all causes of action), insurance refunds and claims, and choses in action that are legally assignable, together with the proceeds of any non-assignable choses in action that may hereafter be recovered or received by the Assignor, and all real property interests. Further, this General Assignment specifically includes all claims for refunds or abatement of all excess taxes heretofore or hereafter assessed against or collected from the Assignor by the United States or any of its departments or agencies, any state or local taxing authority, and the Assignor agrees to sign and execute a power of attorney or such other 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, except in the case of any of the foregoing, solely to the extent the same is prohibited from transfer or assignment by the terms of any applicable contract or by operation of law. All of the assets assigned by this General Assignment shall be referred to herein as the "**Assigned Assets.**" Notwithstanding the above, (a) the Assignee shall provide Assignor and its representatives with reasonable access to the books and records and other financial information of the Assignor as reasonably requested by the Assignor; (b) the Assignee shall ensure that any agreement to sell the Assignor's assets contains a provision requiring any purchaser to provide the Assignee with such reasonable access; and (c) the definition of Assigned Assets shall not include any policy proceeds that would be directly payable to or payable on behalf of any insured individual under the Assignor's insurance policies, and nothing in this General Assignment shall be construed to prevent or hinder any such individual from seeking access to any such policy proceeds. The assignment of the Assigned Assets by Assignor to Assignee hereunder shall be subject to all properly perfected liens encumbering any of the Assigned Assets existing as of the date of this General Assignment.

3. Exclusions.

a. Real Property Lease Exclusion. Notwithstanding any provision in this General Assignment to the contrary, the real property lease held by Assignor and associated with the premises located at 3223 S. Crismon Road Bldg E Suite 101 Mesa, AZ 85212 (the "**Real Property Lease**") is not being transferred to Assignee and is not included in the Home EC

Assignment Estate. For the avoidance of doubt, Assignee shall have no obligation to perform under the Real Property Lease or otherwise dispose of the Real Property Lease in connection with this General Assignment.

b. Employee Benefit Plan Exclusion. Notwithstanding any provision in this General Assignment to the contrary, employee benefit plans (which includes any related employee trust fund), including any tax-qualified retirement plan or other similar employee plan covered by ERISA, are not being transferred to Assignee and are not included in the Home EC Assignment Estate. Assignee shall not be or deemed to be an administrator under any such employee benefit plan nor shall Assignee have any role in, or responsibility for, the termination of any employee benefit plan of Assignor and/or its employees. The Assignor and the Assignee agree that any employee benefit plans are not assignable assets pursuant to California Code of Civil Procedure § 493.010(a), and thus are excluded not only pursuant to the agreement of the parties to this General Assignment, but by the operation of prevailing law.

4. Delivery of Documents, Endorsements, and Forwarding of Mail. Assignor authorizes the forwarding of its mail by the U.S. Postal Service, as directed by Assignee. Assignor agrees to (i) deliver to Assignee all existing books and records, (ii) execute and deliver all additional and reasonably necessary documents upon Assignor's reasonable discretion, promptly upon request by Assignee, and (iii) endorse all indicia of ownership, where required by Assignee in order to complete the transfer of all Assigned Assets to Assignee as intended by this General Assignment.

5. Powers and Duties of Assignee. Assignee shall have all powers under applicable law necessary to marshal and liquidate the Home EC Assignment Estate, including, without limitation:

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 of the Assigned Assets, including, without limitation, all of Assignor's machinery, equipment, inventory, service or trademarks, trade names, patents, franchises, causes of action in such manner as Assignee deems best. Assignee shall have the power to execute bills of sale and any other such documents necessary to convey right, title, and interest in Assignor's property to any bona fide buyer;

c. To sell or otherwise dispose of all Assigned Assets, Assignee shall have the power to employ an auctioneer to appraise said assets and to conduct any public or private sale of the assets and to advertise said sale in such manner as Assignee deems best;

d. To employ attorneys, accountants, and any other additional personnel to whatever extent may be necessary to administer the Assigned Assets and claims of the Home EC Assignment Estate and to assist in the preparation and filing of any and all state, county, or federal tax returns, as required, including, without limitation, filing final state and federal tax returns for the Assignor. Assignor shall have the right to review, amend, revise, approve, and sign all state and federal tax returns;

e. To require all of Assignor's creditors to whom any balance is owing to submit verified statements to Assignee of said claim(s);

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 with regard to the Assignor;

g. To open bank accounts in the name of the Assignee or its nominees or agents and to deposit the 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 in its discretion;

i. To apply the net proceeds arising from the operation, sale, and/or liquidation of Assignor's business and the Assigned Assets and as allowed by law, in the following manner as to amounts only and not time of distribution:

(1) FIRST, payment of a reasonable fee or other remuneration to the Assignee and its agents, and payment of reasonable compensation and reimbursement of expenses for the services of attorneys for the Assignee, accountants to the Assignee, accountants involved in preparation of tax returns for the Assignor, and any other professionals and/or employees retained by Assignee for assistance in administration of the Home EC Assignment Estate, and such fees of the Assignee and its counsel to be in accordance with an ABC Budget to be prepared by the Assignee and agreed to by the Secured Lender (the "**ABC Budget**");

(2) SECOND, to reimburse Assignee as to all costs advanced by the Assignee for the preservation of the Assigned Assets, including the maintenance and insurance of said assets, to the extent set forth in the ABC Budget;

(3) THIRD, payment of all sums, costs and expenses required to be paid in order to discharge any lien, attachment or encumbrance on, or any security interest in, any of said property and any secured indebtedness which under applicable law is entitled to priority of payment (including, without limitation, any indebtedness secured by liens on the Assigned Assets sold by Assignee), in the order required under applicable law, including, without limitation, any costs and expenses incurred by any creditor who may have levied an attachment or other lien on any assets of the Assignor;

(4) FOURTH, payment of all other costs and expenses incidental to the administration of the Home EC Assignment Estate, including, without limitation, all sales or similar tax resulting from disposition or sale of the Assigned Assets that is not paid by purchaser of such assets, legal fees of the Assignor for legal services rendered, including services related to the making of and administration of this General Assignment, and fees

or expenses of any other professionals the Assignee deems necessary to properly administer the Home EC Assignment Estate, to the extent not paid pursuant to Section 5(i)(1) hereof (all within the limits of the ABC Budget), as well as the cost of defense and satisfaction of indemnification claims pursuant to the terms hereof and the cost of any required appraisal or bond;

(5) FIFTH, all federal taxes of any nature whatsoever owing as of the date of this General Assignment or such other claim of any federal governmental agency, as defined under 31 U.S.C. § 3713, including, without limitation, federal withholding taxes, federal unemployment taxes, and any other federal income, excise, property, and employment taxes and to pay other federal liability to the extent which federal law requires such liability to be paid before general unsecured creditors receive payment;

(6) SIXTH, all state, county, and municipality taxes of any nature whatsoever owing as of the date of this General Assignment, including, without limitation, employment, property, and income taxes and to pay other state, county and municipality liability to the extent which federal law requires such liability to be paid before general unsecured creditors receive payment;

(7) SEVENTH, all other debts owing as of the date of this General Assignment that are entitled to priority treatment and payment under applicable law;

(8) EIGHTH, with the exception of those classes set forth above, to other unsecured creditors of Assignor, to pay distributions within each class of such creditors established by Assignee 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 disputed until such time as such dispute is resolved. Each 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. The Assignee may make interim distributions whenever the Assignee has accumulated sufficient funds to enable it to make a reasonable distribution;

(9) NINTH, any monies (distributions) unclaimed by creditors ninety (90) days after the final distribution to unsecured creditors, if any, or the termination of the administration of the Home EC Assignment Estate created by this General Assignment shall be re-distributed pro rata to all known unsecured creditors who cashed their respective distribution checks from the Home EC Assignment Estate, so long as any such distribution exceeds one percent of each such creditor's allowed claim; and

(10) TENTH, the surplus, if any, of the Home EC Assignment Estate funds, when all debts of the Assignor shall have been paid in full, shall be paid and transferred to the shareholders of the Assignor.

j. In the event that the Assignee contests the validity or amount of a claim falling within any of the classifications set forth in subsection 5.i above, the Assignee may withhold the pro rata distribution (whether interim or final) to which the holder of such contested

claim would otherwise be entitled to receive until the allowance of the contested claim is determined by a court of competent jurisdiction or by agreement with the Assignee.

k. To do and perform any and all other acts necessary and proper for the liquidation or other disposition of the assets, including, without limitation, abandonment and the distribution of the proceeds derived therefrom to Assignor's creditors, provided, however, that the Assignee shall not abandon any of such assets to the Assignor.

6. Rights of Creditors. Nothing herein modifies any rights and remedies of the creditors of Assignor against any surety or sureties for the Assignor 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 of the Assignor.

7. Administration of Home EC Assignment Estate. The Assignee shall administer the Home EC Assignment Estate in a manner consistent with California law. The Home EC Assignment Estate shall be administered out of court, except to the extent otherwise required by applicable law; provided that the Assignee shall have the right to seek judicial recognition of this General Assignment, to the extent permitted by applicable state law, and to ask any court of competent jurisdiction for a declaratory judgment or such other relief as the Assignee may deem necessary, if, in its opinion, said action is desirable in connection with the administration of the Home EC Assignment Estate or the resolution of any dispute or claim arising under or in connection with this General Assignment. The Assignee may serve without bond, except to the extent a bond is required by law or court order. The Assignee may seek to have any bond required by law waived by court order.

8. Limitation of Liability of Assignee; Indemnification.

a. Assignor acknowledges, and Secured Lender has consented, that Assignee is acting solely in its limited capacity as Assignee of the Home EC Assignment Estate, and not in Assignee's personal capacity. The parties hereto acknowledge and agree that neither the Assignee nor any of its members, managers, employees, officers, agents, or representatives will assume any personal liability or responsibility for any of the Assignee's acts described herein. Assignee's obligations shall be limited to the performance of the terms and conditions of this General Assignment in good faith and in the exercise of its best business judgment. No implied covenants or obligations shall be read into this General Assignment against the Assignee.

b. The Assignee shall be indemnified by the Home EC Assignment Estate for any claims brought against the Assignee for any of its acts or omissions as Assignee except where it is determined in a final judgment by a court of competent jurisdiction that the Assignee's conduct was willful or grossly negligent.

9. Reliance. The Assignee may conclusively rely and shall be protected in acting upon the truth, accuracy, and completeness of any statement, certificate, opinion, resolution, instrument, report, notice, request, consent, order, or other paper or document furnished to the Assignee by the

Assignor or its directors, managers, employees, officers, agents, or representatives. The Assignee may conclusively rely and shall be protected in acting upon the truth, accuracy, and completeness of any statement, certificate, opinion, resolution, instrument, report, notice, request, consent, order, or other paper or document believed by it to be genuine and to have been properly signed or presented.

10. Representations and Warranties of Assignor.

a. The list of creditors delivered concurrently by the Assignor to the Assignee and attached hereto as Exhibit A, is as reflected by the books and records of the Assignor, as to the names of Assignor's creditors, their addresses, and the amounts due to them as of January 14, 2025;

b. The list of lienholders delivered concurrently by the Assignor to the Assignee and attached hereto as Exhibit B, is as reflected by the books and records of the Assignor, as to the names of Assignor's lienholders, their addresses, and the amounts due to them as of January 14, 2025;

c. As of the date hereof, Assignor has all requisite power and authority to execute, deliver, and perform its obligations under this General Assignment, including, without limitation, to transfer the property transferred to the Assignee hereby;

d. The execution, delivery, and performance by the Assignor of this General Assignment has been duly authorized by all necessary company action and does not and will not require any registration with, consent or approval of, or notice to or action by, any person (including any governmental authority) in order to be effective and enforceable; and

e. This General Assignment constitutes the legal, valid, and binding obligation of the Assignor, enforceable against it in accordance with their respective terms.

11. Assignor's Duties as to Non-Assignable Tax or Other Refund Claims. Assignor agrees, to the extent that any tax or other refund claim is not assignable, to make any and all claims for refund of taxes or any other money due, from any governmental agency or other source, for tax refunds, or otherwise, and to forthwith upon receipt of any such refunds, pay them over to Assignee, and hereby empowers Assignee, as attorney-in-fact of Assignor, to make all claims for refunds which may be made by an attorney-in-fact.

12. 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 this General Assignment is accepted by the Assignee, the Assignee shall succeed to all of the rights and privileges of the Assignor, including, without limitation, any attorney-client privilege, in respect to any potential or actual claims, cases, controversies, or causes of action, and shall be deemed to be a representative of the Assignor with respect to all such potential or actual claims, cases, controversies, or causes of action. The foregoing shall provide the Assignee with power of attorney, without limitation, to (a) become, and take all actions of, an authorized signor

for the Assignor's bank accounts, and (b) enter into any control agreement(s) or other agreements regarding Assignor's bank accounts.

13. 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 in accordance with applicable law. It is understood that the Assignee shall receive reasonable compensation for its services in connection with the administration of the Home EC Assignment Estate; Assignee and counsel for the Assignee have agreed to accept the aggregate amount of \$150,000 as compensation for their professional services rendered on behalf of the Home EC Assignment Estate. Reasonable compensation does not replace or subsume the reimbursement of all the Assignee's expenses incurred as a result of the administration of the Home EC Assignment Estate from the proceeds generated therefrom or from cash transferred to the Assignee pursuant to this General Assignment. For the avoidance of doubt, the above does not include costs and fees incurred by any liquidation firm or broker engaged by the Assignee; provided however, the Assignee shall not enter into an engagement or fee agree with a liquidation agent or a broker absent the prior consent of the Secured Lender. Any amounts provided for in this section shall be subject to and not exceed any amounts provided for in an ABC Budget to be agreed upon by the Assignee and the Secured Lender after the date hereof.

14. Resignation by Assignee. The Assignee may resign and be discharged from its duties hereunder at any time; provided that such resignation shall not become effective until a successor assignee has been appointed by the Assignee, and such successor has accepted its appointment in writing delivered to the Assignee. Thereupon, such successor assignee shall, without any further act, become vested with all of the estates, properties, rights, powers, trusts, and duties of its predecessor in connection with this General Assignment with like effect as if originally named therein, but the Assignee shall nevertheless, when requested in writing by the successor assignee, execute and deliver an instrument or instruments conveying and transferring to such successor assignee all of the estates, properties, rights, powers, and trusts of the Assignee in connection with this General Assignment and shall duly assign, transfer, and deliver to such successor assignee all property and money held by the Assignee hereunder.

15. Definition of Transaction. It is agreed and understood that this transaction is a general assignment for the benefit of all of Assignor's creditors; and that this is a "general assignment for the benefit of creditors," as set forth in, and defined in the California *Code of Civil Procedure, Section 493.010*, and all other laws of the State of California pertaining thereto. This general assignment for the benefit of creditors (1) constitutes an assignment to the Assignee of all assets of Assignor which are transferable and not exempt from enforcement of a money judgment; (2) is an assignment for the benefit of all of the creditors of the Assignor; and (3) does not create a preference of one creditor or class of creditors over any other creditor or class of creditors.

16. Entire Agreement. This General Assignment, the contemporaneous Consent and Release Agreement among Assignor, Assignee, and Secured Lender, and all exhibits and hereto and thereto supersede all prior discussions and agreements between the parties with respect to the subject matter hereof and thereof and contain the sole and entire agreement between the parties hereto with respect to the subject matter hereof and thereof.

17. **Headings**. The headings used in this General Assignment have been inserted for convenience of reference only and do not define or limit the provisions hereof.

18. **Severability**. If any provision of this General Assignment is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of any party hereto under this General Assignment will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this General Assignment will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof and (c) the remaining provisions of this General Assignment will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance here from.

19. **Governing Law**. This General Assignment shall be governed by and construed in accordance with the laws of the State of California applicable to a contract executed and performed in such State, without giving effect to the conflicts of laws principles thereof.

20. **Amendments**. This General Assignment may not be modified except in a written instrument executed by each Assignor and Assignee.

21. **Counterparts**. This General Assignment may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

22. **No Adequate Remedy at Law**. Each party hereto acknowledges and agrees that damages will not adequately compensate the other party for a breach of the terms of this Assignment and that, as such, each party shall be entitled to specific performance of this Assignment.

[Remainder of Page Intentionally Left Blank- Signature Page to Follow]

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

ASSIGNOR

Home EC Inc. d/b/a Connect Homes, a Delaware corporation

Signed by:
By: Deborah Casper-Stone
Name: **Deborah-Casper-Stone**
Title: **Chief Executive Officer**

ASSIGNEE

EH-ORA ABC LLC, a California limited liability company

DocuSigned by:
By: Andrew Simon
Name: **Andrew Simon**
Title: **Manager**

[SIGNATURE PAGE TO GENERAL ASSIGNMENT FOR THE BENEFIT OF CREDITORS]

EXHIBIT A

STATEMENT OF CREDITORS

Attached hereto is a schedule of all known creditors of Home EC Inc., a Delaware corporation, including each creditor's address, including city, state, and zip codes, together with the amount due each creditor as reflected on the company's books and records as of January 14, 2025.

ASSIGNOR

Home EC Inc. d/b/a Connect Homes, a Delaware corporation

By: Signed by: Deborah Casper-Stone

Name: Deborah Casper-Stone

Title: Chief Executive Officer

Customers with deposits

Customer	Deposit	Contact
Lisa Avallone	\$27,374	on file
Kelly and Chris Danner	\$59,527	on file
Harrison, Jenny	\$1,500	on file
Hessan-Bernal	\$303,585	on file
Tom Monk (Hsu project)	\$356,381	on file
Paul Huard	\$165,000	on file
Jordan Jadallah - Sunrise Circle	\$122,217	on file
Ann and Richard Koike	\$301,803	on file
Francois Laine & Connie Chen (Laine project)	\$291,144	on file
Wing Lau and Tao Li	\$93,369	on file
Leanse	\$661,476	on file
Frederic and Sally Pla	\$171,413	on file
Brook Plog	\$86,835	on file
Max Rettig	\$140,556	on file
Total Deposits received	<u>\$2,782,180</u>	

Customers, ON THE LINE, INCOMPLETE

	Unearned Revenue ¹	Contact
Eric Lamb	\$366,204	on file
Pacharas Supanakoon	\$774,180	on file
Steve Wiggs	\$421,914	on file
Zach Davis	\$460,323	on file
Total amount of deposits received less work performed	<u>\$2,022,621</u>	
Total Customer Liabilities	<u>\$4,804,801</u>	

Contractor

		Contact
Gridline Construction	\$ 300,348.89	on file

Landlord

MET202	\$ 330,889.62	on file
MET202	\$ 341,718.48	on file
MET202	\$ 341,718.48	on file
MET202	\$ 103,274.01	on file
BREIT Industrial Canyon CA1M04, LLC	\$ 296,251.26	on file
Ty Partners Management, Gustavo W. Theisen	\$ 100,981.04	on file
Total facility lease	<u>\$ 1,514,832.89</u>	

Equipment Leases

		Contact
First Citizens	\$ 27,757.65	on file
First Citizens	\$ 23,887.50	on file
Uni Finance	\$ 21,002.15	on file
First American/Balboa Capital	\$ 374,000.00	on file
Wells Fargo		on file
Wells Fargo		on file
Byline	\$ 42,231.96	on file
Great American Financial Services	\$ 14,448.85	on file
Ally	\$ 7,133.28	on file
	<u>\$ 510,461.39</u>	

Accounts Payable - 7/31/2024

	AP at 7/31/2024	Contact
8th St. Consulting Inc.	\$ 67,020.00	on file
ADVANCED OFFICE SMART OFFICE SOLUTIONS	\$ 1,625.00	on file
Aerotek	\$ 892,178.02	on file
Aetna	\$ 197,812.74	on file
Alarm Central, Inc	\$ (210.00)	on file
Alaska National Insurance Company	\$ 24,035.00	on file
All Weather Architectural Aluminum	\$ 584,645.51	on file
Ally Bank	\$ 793.40	on file
Amazon	\$ 4,167.98	on file
AMERICAN BOLT & SCREW MFG. CORP	\$ (137.14)	on file
American Express	\$ 235,740.24	on file
Annie Sperides Digital Marketing	\$ 480.00	on file
ARC Document Solutions, LLC	\$ 118.64	on file
Arizona Gas Products	\$ 8,824.65	on file
Arizona Ice & Water	\$ 637.53	on file
Armando Scaffolding	\$ 3,161.95	on file
Arnold & Porter Kaye Scholer LLP	\$ 5,557.50	on file
Aston Carter Inc.	\$ 36,514.68	on file
AT&T	\$ (108.13)	on file
Avenger Fab and Supply Inc.	\$ 42,447.33	on file

B M HVAC Fitting Supply	\$	2,233.85	on file
B&C Industrial Group, Inc	\$	15,845.00	on file
B2B Industrial Packaging	\$	9,648.21	on file
Barndt's Welding	\$	3,282.00	on file
Barry & Moore, CPAs	\$	25,000.00	on file
Beacon Roofing Supply	\$	21,647.16	on file
Benjamin Munday	\$	81,374.00	on file
Border States	\$	5,887.00	on file
Boss Crane & Rigging	\$	75,771.80	on file
Bragg Crane Service	\$	1,641.75	on file
BRANDSAFWAY SERVICES LLC	\$	23,353.60	on file
Build Momentum	\$	1,657.50	on file
Build.com	\$	9,099.78	on file
BURRTEC WASTE INDUSTRIES, INC.	\$	905.41	on file
Burton Design & Construction	\$	39,172.20	on file
Cali Bamboo LLC	\$	53,599.12	on file
California Dept of Tax and Fee Administration	\$	1,429.14	on file
CED	\$	25,521.48	on file
Christianbelle Electric Inc	\$	10,042.00	on file
CID's Enterprises Inc	\$	7,050.00	on file
CINTAS CORPORATION NO. 2	\$	2,561.48	on file
City Electric Supply	\$	13,846.21	on file
Coffman Engineers, Inc.	\$	689.00	on file
Compass Pest Management, Inc	\$	570.00	on file
Compu-Systems LLC	\$	11,465.09	on file
CORETECHS DIRECT LLC	\$	61,634.75	on file
Coyote Logistics	\$	1,575.00	on file
CR Laurence Co	\$	109.74	on file
Cue, Inc.	\$	15,898.75	on file
Custom Metal Fabrication	\$	1,519.27	on file
Daltile	\$	17,582.55	on file
DIERSEN WELDING & FABRICATION LLC	\$	768.27	on file
DLA Piper LLP (US)	\$	29,385.16	on file
Enscape 3D	\$	2,547.00	on file
Enterprise Rent a Car	\$	50,974.90	on file
Fastenal	\$	3,079.79	on file
Fasteners Plus	\$	2,749.04	on file
FDY SERVICES	\$	29,600.00	on file
Ferguson Enterprises LLC	\$	29,851.75	on file
First Insurance Funding Corp.	\$	60,641.31	on file
Foothill Builders Mart	\$	13,363.34	on file
Foresight	\$	116,024.29	on file
FORKLIFT U LLC	\$	1,990.00	on file
Franklin Press Incorporated	\$	4,047.98	on file
Freeman	\$	33,664.73	on file
Frontier	\$	1,054.38	on file
Ganahl Lumber	\$	11,819.25	on file
Geary Pacific Supply	\$	8.09	on file
Gowling WLG (Canada) LLP	\$	375.00	on file
Grainger	\$	19,118.00	on file
Graybar Electric Supply	\$	222.74	on file
Guardian	\$	11,841.03	on file
Hardwoods-inc	\$	50.00	on file
Heldt Lumber Company	\$	4,755.93	on file
Herc Rentals Inc.	\$	258.53	on file
HILTI INC.	\$	21,993.79	on file
Holmes US	\$	3,900.00	on file
Home Depot, The	\$	62,180.47	on file
IKEA US Retail LLC	\$	44,515.18	on file
IMPACT CONSTRUCTION & DESIGN	\$	25,480.00	on file
In-Door Air Quality Consultants, Inc.	\$	27,530.00	on file
Innovative Dwelling Solutions LLC	\$	5,000.00	on file
Invariant	\$	15,450.00	on file
J & B Materials	\$	8.64	on file
JAG Electric LLC	\$	10,603.75	on file
Kerby Construction Inc.	\$	9,283.99	on file
KOLSTEN INDUSTRIAL	\$	2,371.01	on file
Kraemer Consulting Engineers	\$	4,000.00	on file
L&W Supply Corporation	\$	41,859.80	on file
LanceSoft Inc	\$	30,000.00	on file
Leasing Services - First Citizens Bank	\$	1,344.29	on file
Linc Systems	\$	3,447.86	on file
Lindborg + Mazor LLP	\$	17,900.00	on file
Lippert Components Manufacturing, Inc.	\$	55,666.37	on file
LRB Rentals - Cotati Terminal	\$	9,350.00	on file
LUMAR BUILDERS, INC.	\$	14,560.00	on file
Lyman Door & Hardware, Inc.	\$	21,413.03	on file
MacDaddy Service	\$	214.69	on file

MailManager Limited, Incorporated in the UK	\$	3,091.00	on file
MAKE IT RIGHT CARPENTRY	\$	101,670.00	on file
Maples Plumbing & Heating Inc	\$	441.19	on file
Marsh & McLennan Agency LLC	\$	1,250.00	on file
MasterMover Inc.	\$	41,424.09	on file
MCMASTER-CARR	\$	1,148.95	on file
Metal Sales Manufacturing Corp	\$	7,764.76	on file
Nationwide Transport Services, LLC	\$	59,100.00	on file
Ness Cambell Crane & Rigging	\$	29,393.80	on file
Office of Finance City of Los Angeles	\$	19,137.34	on file
Oxford Restructuring Advisors LLC	\$	71,660.00	on file
PENSKE TRUCK LEASING CO.,L.P.	\$	15,888.67	on file
Phoenix Scaffolding	\$	1,330.43	on file
Piedmont Plastics #543	\$	81.20	on file
PK ASSOCIATES, LLC	\$	2,000.00	on file
Premier Plan Consultants	\$	1,327.50	on file
R&J Security Consulting Inc.	\$	2,875.00	on file
R&K Building Supplies	\$	48,063.69	on file
RADCO	\$	10,015.58	on file
RCS Countertops	\$	2,153.00	on file
RCS Inc	\$	2,153.00	on file
REECE PLUMBING	\$	12,844.35	on file
Reef Industries Inc	\$	15,770.92	on file
Residence Inn By Marriott	\$	13,422.45	on file
Ryan Transportation Service	\$	16,200.00	on file
Service Partners, LLC	\$	13,473.71	on file
SCW	\$	18,798.89	on file
Shane Stone	\$	15,000.00	on file
Sherwin Williams Co, The	\$	10,437.01	on file
Sika Sarnafil Corporation	\$	11,125.02	on file
SM Sold	\$	8,945.97	on file
SMARTEL, LLC	\$	536.12	on file
SoCal Gas	\$	2,374.27	on file
Southern California Edison	\$	203.11	on file
Space.Theory	\$	1,082.50	on file
Staff Experts, LLC	\$	345,040.00	on file
Stericycle, Inc.	\$	1,191.61	on file
Stream Logistics	\$	29,000.00	on file
Sunbelt Rentals, Inc.	\$	7,609.14	on file
Swell Creative Group	\$	2,913.32	on file
T&T Truck & Crane Service	\$	49,176.13	on file
Taylor Metal, Inc.	\$	0.75	on file
Texas First Rentals	\$	2,574.06	on file
Total Quality Logistics	\$	8,500.00	on file
Town Green Enterprises, LLC	\$	22,213.58	on file
UFP Riverside LLC	\$	18,192.35	on file
ULINE	\$	21,245.01	on file
United RV	\$	573.94	on file
UPS	\$	11.66	on file
UPS Freight	\$	1,029.42	on file
US Air Conditioning Distributors	\$	25,625.79	on file
VACO LLC	\$	19,676.80	on file
Waste Management of Arizona, Inc.	\$	6,235.81	on file
WELLS FARGO EQUIPMENT FINANCE MANUFACTURER SER	\$	6,023.96	on file
Western States Fire Protection Co.	\$	16,027.80	on file
Willscot Mobile Mini	\$	15,029.01	on file
Zoro Tools	\$	9,978.83	on file
	\$	<u>4,673,233.61</u>	
Transamerica Life Insurance co - principal	\$	20,400,000.00	on file
	\$	<u>20,400,000.00</u>	

EXHIBIT B

STATEMENT OF LIENHOLDERS

Attached hereto is a schedule of all known individuals holding liens against Home EC Inc., a Delaware corporation, including each lienholder's address, including city, state, and zip codes, together with the amount due each lienholder and the lienholder's security interest as of January 14, 2025.

ASSIGNOR

Home EC Inc. d/b/a Connect Homes, a Delaware corporation

By: Signed by: Deborah Casper-Stone
Printed name of assignor:
Name: Deborah Casper-Stone
Title: Chief Executive Officer



Customer: Frost Brown Todd LLP	Searches: ORA/Home EC
Client Matter Number: ORA/Home EC	Ref2:
Order No: 81288	Date: January 9, 2025

Home EC Inc.

Delaware, Secretary of State						
Federal Tax Lien			Through Date: 12/05/2024		Clear	
UCC Lien			Through Date: 12/05/2024		Records Found	
Listings:						
Debtor Party	Secured Party	File Type	File Number	File Date	Lapse Date	Collateral
Home EC Inc.	Silicon Valley Bank	Original	20195403865	08/05/2019	08/05/2024	TERMINATED
		Termination	20221151232	02/09/2022		***
	First-Citizens Bank & Trust Company	Assignment from Silicon Valley Bank UCC 20195403865	20236717465	10/04/2023	08/05/2024	All assets
	Silicon Valley Bank	Continuation	20242080040	03/28/2024	08/05/2029	***
	Silicon Valley Bank	Termination	20248352435	12/02/2024		TERMINATED
	First-Citizens Bank &	Termination	20248507772	12/06/2024		TERMINATED
Home EC Inc.	Acquiom Agency Services LLC, as Agent	Original	20221125038	02/09/2022	02/09/2027	All assets
Home EC Inc.	UniFI Equipment Finance, Inc.	Original	20224625661	06/02/2022	06/02/2027	Equipment lien
Home EC Inc.	Wells Fargo Bank, N.A.	Original	20226617575	08/08/2022	08/08/2027	Equipment lien
Home EC Inc.	BFG Corporation	Original	20228163248	09/30/2022	09/30/2027	Forklift
Home EC Inc.	Corporation Service Company, as Representative	Original	20236196041	09/13/2023	09/13/2028	Specific asset filing related to agreement between debtor & secured party (not an all assets filing)
Home EC Inc.	Corporation Service Company, as Representative	Original	20236196165	09/13/2023	09/13/2028	Specific asset filing related to agreement between debtor & secured party (not an all assets filing)
Delaware, Kent County - Recorder of Deeds						
UCC/Fixture			Through Date: 01/08/2025		Clear	
Federal Tax Lien			Through Date: 01/08/2025		Clear	
Delaware, Kent County - Superior Court						
State Tax Lien			Through Date: 01/02/2025		Clear	
Judgment Lien			Through Date: 01/02/2025		Clear	
Litigation & Judgment - Searched as Defendant			Through Date: 01/02/2025		Clear	
Delaware, Kent County - Chancery Court						
Litigation & Judgment - Searched as Defendant			Through Date: 01/08/2025		Clear	
U.S. District Court, District of Delaware						
Litigation & Judgment - Searched as Defendant			Through Date: 01/06/2025		Clear	
California, Secretary of State						
Federal Tax Lien			Through Date: 12/25/2024		Clear	
State Tax Lien			Through Date: 12/25/2024		Clear	
Judgment Lien			Through Date: 12/25/2024		Clear	
UCC Lien			Through Date: 12/25/2024		Record Found	
Listings:						
Debtor Party	Secured Party	File Type	File Number	File Date	Lapse Date	Collateral
Home EC	Bank of the West	Original	19-7748868462	11/27/2019	11/27/2024	LAPSED - See prior lien search results for copy of lapsed filing
Home EC	U.S. Small Business Administration	Original	U220182216624	04/11/2022	04/11/2027	All tangible and intangible personal property; all accessions, attachments, accessories, parts, supplies and replacements thereto; all products, proceeds and collections thereof; all records and data relating thereto
California, Los Angeles County - Recorder						
Fixture			Through Date: 12/27/2024		Clear	
Federal Tax Lien			Through Date: 12/27/2024		Clear	
State Tax Lien			Through Date: 12/27/2024		Clear	
Judgment Lien			Through Date: 12/27/2024		Clear	
County Tax Lien			Through Date: 12/27/2024		Clear	
California, Los Angeles County - Superior Court						
Litigation & Judgment - Searched as Defendant			Through Date: 12/27/2024		Record Found	
Listings:						
Debtor Party	Secured Party	File Type	File Number	File Date	Disposition	Case Type

Home EC, Inc.	US Air Conditioning Distributors LLC	Litigation	24PSCV03915	11/14/2024	Pending	Contract/Warranty Breach-Seller Plaintiff (no fraud/negligence)
---------------	--------------------------------------	------------	-------------	------------	---------	---

U.S. District Court, Central District of California						
Litigation & Judgment - Searched as Defendant			Through Date: 01/06/2025		Clear	

Connect Homes

Delaware, Secretary of State						
------------------------------	--	--	--	--	--	--

UCC Lien			Through Date: 12/05/2024		Clear	
----------	--	--	--------------------------	--	-------	--

Federal Tax Lien			Through Date: 12/05/2024		Clear	
------------------	--	--	--------------------------	--	-------	--

Delaware, Kent County - Recorder of Deeds						
---	--	--	--	--	--	--

UCC/Fixture			Through Date: 01/08/2025		Clear	
-------------	--	--	--------------------------	--	-------	--

Federal Tax Lien			Through Date: 01/08/2025		Clear	
------------------	--	--	--------------------------	--	-------	--

Delaware, Kent County - Superior Court						
--	--	--	--	--	--	--

State Tax Lien			Through Date: 01/02/2025		Clear	
----------------	--	--	--------------------------	--	-------	--

Judgment Lien			Through Date: 01/02/2025		Clear	
---------------	--	--	--------------------------	--	-------	--

Litigation & Judgment - Searched as Defendant			Through Date: 01/02/2025		Clear	
---	--	--	--------------------------	--	-------	--

Delaware, Kent County - Chancery Court						
--	--	--	--	--	--	--

Litigation & Judgment - Searched as Defendant			Through Date: 01/08/2025		Clear	
---	--	--	--------------------------	--	-------	--

U.S. District Court, District of Delaware						
---	--	--	--	--	--	--

Litigation & Judgment - Searched as Defendant			Through Date: 01/06/2025		Clear	
---	--	--	--------------------------	--	-------	--

California, Secretary of State						
--------------------------------	--	--	--	--	--	--

UCC Lien			Through Date: 12/25/2024		Clear	
----------	--	--	--------------------------	--	-------	--

Federal Tax Lien			Through Date: 12/25/2024		Clear	
------------------	--	--	--------------------------	--	-------	--

State Tax Lien			Through Date: 12/25/2024		Clear	
----------------	--	--	--------------------------	--	-------	--

Judgment Lien			Through Date: 12/25/2024		Clear	
---------------	--	--	--------------------------	--	-------	--

California, Los Angeles County - Recorder						
---	--	--	--	--	--	--

Fixture			Through Date: 12/27/2024		Clear	
---------	--	--	--------------------------	--	-------	--

Federal Tax Lien			Through Date: 12/27/2024		Clear	
------------------	--	--	--------------------------	--	-------	--

State Tax Lien			Through Date: 12/27/2024		Clear	
----------------	--	--	--------------------------	--	-------	--

Judgment Lien			Through Date: 12/27/2024		Clear	
---------------	--	--	--------------------------	--	-------	--

County Tax Lien			Through Date: 12/27/2024		Record Found	
-----------------	--	--	--------------------------	--	--------------	--

Listings:						
-----------	--	--	--	--	--	--

Debtor Party	Secured Party	File Type	File Number	File Date	Disposition	Description
Connect Homes	Los Angeles County Tax Collector	County Tax Lien	20240786335	11/14/2024	Active tax lien	Delinquent property taxes in the amount of \$469.86

California, Los Angeles County - Superior Court						
---	--	--	--	--	--	--

Litigation & Judgment - Searched as Defendant			Through Date: 12/27/2024		Record Found	
---	--	--	--------------------------	--	--------------	--

Listings:						
-----------	--	--	--	--	--	--

Debtor Party	Secured Party	File Type	File Number	File Date	Disposition	Case Type
Connect Homes	US Air Conditioning Distributors LLC	Litigation	24PSCV03915	11/14/2024	Pending	Contract/Warranty Breach-Seller Plaintiff (no fraud/negligence)

U.S. District Court, Central District of California						
---	--	--	--	--	--	--

Litigation & Judgment - Searched as Defendant			Through Date: 01/06/2025		Clear	
---	--	--	--------------------------	--	-------	--