

# EXHIBIT A

## ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is made and entered into as of this 17<sup>th</sup> day of September, 2014 (the "Effective Date"), by and among PAUL L. SCHUMACK II, a resident of the state of Florida ("PS"), CHRISTINE A. SCHUMACK, a resident of the state of Florida (individually, "CS" and collectively with PS, "Assignors"), and JAMES D. SALLAH, ESQ., not in his individual capacity, but solely in his capacity as the court-appointed receiver for JCS Enterprises Inc. d/b/a JCS Enterprises Services Inc.; T.B.T.I. Inc.; and My Gee Bo, Inc. (collectively, the "Receivership Entities" or "Receivership Estate") in *SEC v. JCS Enterprises Inc., et al.*, Case No. 14-CV-80468-Middlebrooks (S.D. Fla. April 7, 2014) ("Assignee").

WHEREAS, Assignee is the court-appointed receiver for the Receivership Estate; and

WHEREAS, Assignors wish to grant, assign, transfer, convey and deliver to Assignee the assets set forth herein, and Assignee wishes to accept such grant, assignment, transfer, conveyance and delivery on the terms set forth herein.

NOW, THEREFORE, pursuant to the terms and conditions of this Agreement and for the promises and other consideration set forth herein, the receipt and sufficiency of which are hereby acknowledged, Assignors and Assignee hereby agree as follows:

1. **Recitals.** The recitals contained herein are true and correct and by this reference are incorporated herein and made a part of this Agreement.

2. **Assignment and Assumption.** Assignors hereby grant, assign, transfer, convey and deliver to Assignee, its successors and assigns, all of Assignors' right, title, interest and benefit in and to the assets set forth on Schedule 1 attached hereto (the "Transferred Assets"), free and clear of any known mortgage, pledge, lien, charge, security interest, claim or other encumbrance ("Encumbrances") other than the Encumbrances set forth on Schedule 2 attached hereto (the "Permitted Encumbrances") to the extent assignable and permitted by law. Subject to the provisions of Section 4 and to the extent assignable and permitted by law, Assignee hereby accepts such grant, assignment, transfer, conveyance and delivery and hereby assumes Assignors' duties and obligations under the Permitted Encumbrances. To the extent not successfully and/or legally transferred to Assignee, including Assignee's rejection of such Transferred Assets pursuant to Section 4, Assignors acknowledge and agree that they shall remain liable for all Encumbrances on the Transferred Assets and shall remain liable for, and subject to, all obligations under the Permitted Encumbrances.

3. **Conditions to Closing.** The obligations of Assignors and Assignee to consummate the transactions contemplated by this Agreement are subject only to the approval of this Agreement by the United States District Court for the Southern District of Florida (the "Court"), which has jurisdiction over transactions contemplated by this Agreement pursuant to the Court's Amended Receivership Order dated April 7, 2014, as amended by an Order Granting Receiver's Emergency Motion to Expand Receivership dated as of April 17, 2014 (collectively, the "Receivership Order"), appointing James D. Sallah, Esq. as the receiver for the Receivership Estate. The parties hereto acknowledge and agree that the consummation of the assignment and

assumption transaction provided for in this Agreement (the "Closing") shall occur no later than one (1) calendar day following the approval of this Agreement by the Court (such date, the "Closing Date").

4. **Authority to Reject Assignment.** Notwithstanding any provision of this Agreement to the contrary, Assignee may, in his reasonable discretion, accept or reject the assignment of any Transferred Assets assigned by Assignors hereunder for period of thirty (30) days following the Closing Date. Assignee shall notify Assignors in the event any assignment of a Transferred Asset is rejected by Assignee. If Assignee rejects an assignment of a Transferred Asset hereunder, such asset shall be deemed not to be a Transferred Asset, and all right, title and interest in such asset, including any Encumbrances and Permitted Encumbrances thereon, shall remain the property of either or both of the Assignors, as applicable.

5. **Further Assurances.** Each of the Assignors acknowledge and agree that they shall execute and deliver, at the reasonable request of Assignee, such additional documents, instruments and assurances and take such further actions as Assignee may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement including, without limitation, the removal of any Encumbrance or Permitted Encumbrance from any Transferred Assets. Each of the Assignors further acknowledge and agree that they shall use best efforts to provide Assignee any and all information requested by Assignee in connection with Assignee's due diligence related to, and evaluation of the Transferred Assets.

6. **Binding Effect.** This Agreement is binding on and inures to the benefit of and is enforceable by the parties hereto and their respective successors and assigns.

7. **No Admission.** The parties hereto acknowledge and agree that this Agreement shall not be construed as an admission of liability or culpability by Assignors.

8. **Preservation of Rights; No Waiver.** The parties hereto acknowledge and agree that this Agreement shall not in any way constitute a waiver, settlement or satisfaction, whether in whole or in part, of any claims or causes of action Assignee may have, or has, against any of Assignors or their respective affiliates. Furthermore, Assignee hereby preserves all rights to any claims or causes of action Assignee may have, or has, against any of Assignors or their respective affiliates. The parties also hereto acknowledge and agree that this Agreement shall not in any way constitute a waiver or limitation on the Assignee's ability to fulfill his obligations under the Receivership Order and pursue any additional assets and/or interests not included in Schedule 1.

9. **Ability to Review.** The parties hereto each acknowledge and agree that they: (a) have either been represented in the negotiations for and in the preparation of this Agreement by counsel of their own choosing or had the opportunity to do so; (b) have read this Agreement or have had it read to them by their counsel; (c) have had the opportunity to have it fully explained to them by legal counsel; (d) are entering into this Agreement freely, voluntarily, and without duress; that they have had the opportunity to have it translated into the primary language spoken by them; and (e) are fully aware of and understand its contents and its legal effect. Accordingly, the parties agree that this Agreement shall be construed as being drafted by each of the parties

hereto and any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement.

10. **Governing Law; Venue.** This Agreement is governed by, and is to be construed and enforced in accordance with, the laws of the State of Florida without regard to principles of conflicts or choice of laws or any other law that would make the laws of any other jurisdiction other than the State of Florida applicable hereto. The parties hereto agree that the United States District Court for the Southern District of Florida and appropriate appellate courts therefrom will be the sole and exclusive venue for resolution of any disputes between the parties hereto relating to this Agreement or any transaction contemplated hereby.

11. **Entire Agreement.** This Agreement, including the instruments, memoranda, certificates, schedules and other documents referred to herein, embodies the entire agreement and understanding of the parties hereto in respect of the assets contained herein. There are no restrictions, promises, representations, warranties, covenants, or undertakings other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such assets.

12. **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original and all of which, when taken together, will constitute one and the same instrument.

*(Signature Page Follows)*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

ASSIGNORS:

Paul L. Schumack II  
Paul L. Schumack II, individually

Witness: Barbara C. de Santona  
Print Name: Barbara C. de Santona

Witness: Randy Weinstein  
Print Name: RANDY WEINSTEIN

Christine A. Schumack  
Christine A. Schumack, individually

Witness: Barbara C. de Santona  
Print Name: Barbara C. de Santona

Witness: Randy Weinstein  
Print Name: RANDY WEINSTEIN

ASSIGNEE:

James D. Sallah  
James D. Sallah, Esq., not individually, but solely in his capacity as court-appointed receiver for the Receivership Entities

Witness (as to Assignee): GREGG BREITBART

Print Name: GREGG BREITBART

Witness (as to Assignee): Matthew Ginder

Print Name: Matthew Ginder

SCHEDULE 1

TRANSFERRED ASSETS

1) All that lot or parcel of land, together with its buildings, appurtenances, improvements, fixtures, attachments and easements, located at 7725 Northwest 39<sup>th</sup> Avenue, Coconut Creek, FL 33073, and more particularly described as:

A portion of Section 32, Township 47 South, Range 42 East, Broward County, Florida, more fully described as follows:

The North 144.40 feet of the South 516.35 feet (as measured at right angles) of the East of ½ Tract 29, Block 83, PALM BEACH FARMS COMPANY PLAT No. 3, as recorded in Plat Book 2, Page 53, of the Public Records of Palm Beach County, Florida said lands situate, lying and being in Broward County, Florida.<sup>1</sup>

2) To the extent assignable, all units, shares, or other interests in PSCS Holdings, LLC, a Florida limited liability company.

3) To the extent assignable, all shares, investments, and holdings in Fuel Foods Inc., a Florida corporation.

4) To the extent assignable, all title, rights, and ownership interests in any monies paid to the Department of Treasury, Internal Revenue Service, from T.B.T.I. Inc.

5) To the extent assignable, any title, rights, and ownership interests in any monies received from the Department of Treasury, Internal Revenue Service, for the tax years 2012 to the present.

6) To the extent assignable, all title, rights, ownership interests, and beneficiary interests in Athene Life Insurance Policy No. ██████████ 8360 (lapsed).

7) To the extent assignable, all title, rights, ownership interests, and beneficiary interests in Athene Annuity Contract No. ██████████ 2722.

8) To the extent assignable, all title, rights, ownership interests, and beneficiary interests in American General Policy No. ██████████ 7737, 25 year term (lapsed).

9) To the extent assignable, any beneficiary rights in the TBTI, Inc. Defined Benefit Pension Plan held at AssetMark Trust Company with account number ██████████ 3894.<sup>2</sup>

<sup>1</sup> In the event the Assignee accepts Transferred Asset 1, above ("the residential property"), the Assignors agree, no later than thirty (30) calendar days from the Closing Date to: 1) vacate the residential property; 2) provide the Assignee with keys and unfettered access to the residential property; and 3) leave the residential property in a clean, neat, and orderly condition.

<sup>2</sup> The Assignee makes no statement or judgment as to the validity of the Defined Benefit Plan in question or the assignability of rights thereunder.

SCHEDULE 2

PERMITTED ENCUMBRANCES

1) "Notice of Lis Pendens Re: Forfeiture" on property located at 7725 NW 39<sup>th</sup> Avenue, Coconut Creek, Broward County, Florida 33073, recorded in Broward County, Florida (Instrument #12287502) by United States Attorney's Office in *United States of America v. Paul Lewis Schumack II*, Case No. 14-80081-CR-HURLEY/HOPKINS (S.D. Fla. April 7, 2014).

2) Order of Preliminary Injunction and Other Relief Against Defendants Joseph Signore and Paul L. Schumack issued in *SEC v. JCS Enterprises, Inc., et al.*, Case No. 14-CV-80468-MIDDLEBROOKS (S.D. Fla. April 7, 2014) [Docket Entry 47].