

ASSIGNMENT AND ASSUMPTION OF MEMBERSHIP INTEREST

This Assignment and Assumption of Membership Interest ("Assignment and Assumption Agreement"), dated as of the ____ day of March, 2018, is made by and between Hudson West V LLC, a Delaware limited liability company ("Assignor"), and OWASCO PC, a Delaware limited liability company ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee are the sole members of Hudson West III LLC, a Delaware limited liability company (the "Company"), which is governed by that certain Amended and Restated Limited Liability Company Agreement, dated August 2, 2017 (the "LLC Agreement"); and

WHEREAS, Assignor desires to assign to Assignee Assignor's entire Membership Interest in the Company (the "Membership Interest") and Assignee desires to acquire the Membership Interest.

NOW, THEREFORE, in consideration thereof, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby unconditionally assigns, sells, transfers, conveys and sets over to Assignee all of Assignor's right, title and interest in and to the Membership Interest, including without limitation, all of Assignor's interest in the capital and profits and losses of the Company and all of Assignor's rights to receive distributions of money, profits and other assets from the Company, including any payments on account of the Company Loan (as that term is defined in the LLC Agreement). Assignor hereby represents and warrants to Assignee that: (i) Assignor owns the Membership Interest free and clear of any and all liens, claims and encumbrances; (ii) Assignor has the full right to convey the Membership Interest without the consent or approval of any other party; (iii) this Assignment and Assumption Agreement is the valid and binding obligation of the Assignor; and (iv) the individual executing this Assignment and Assumption Agreement on behalf of the Assignor has full authority to execute such an agreement on behalf of the Assignor. Assignor hereby jointly and severally indemnifies, defends and holds Assignee harmless from and against all losses, claims, damages, liabilities, costs and expenses, including reasonable attorneys fees (collectively "Losses") suffered by Assignee as a result of the foregoing representations and warranties not being true and correct.
2. Assignee hereby represents and warrants to Assignor that (i) this Assignment and Assumption Agreement is the valid and binding obligation of the Assignee and (ii) the individual executing this Assignment and Assumption Agreement on behalf of the Assignee has full authority to execute such agreement on behalf of the Assignee.
3. Each of Assignee and Assignor (each a "Releasing Party") for and on behalf of themselves and their current, former and future officers, directors, shareholders, owners, creditors, agents, representatives, contractors, subcontractors, employees,

parents, partners, members, managers, subsidiaries, affiliates, agents, employees, representatives, predecessors, heirs, executors, administrators, successors, assigns and principals, hereby (a) fully and irrevocably releases and forever discharges the other Releasing Party and its current and/or former agents, representatives, parents, partners, heirs, executors, employees, affiliates, administrators, successors and assignees, from any and all claims, counterclaims, causes of actions, suits, debts, controversies, damages, judgments, executions, claims, demands and liabilities, of whatever kind and nature, fixed or contingent, known or unknown, arising at law or in equity, which they ever had, now have or hereafter can, shall or may have for, upon or by reason of any matters, cause or thing whatsoever from the beginning of time to and including the date hereof relating to the Company, and (b) covenant and agree not to sue, prosecute or cause to be commenced or prosecuted any suit, activity, claim or other procedure based on the foregoing. Notwithstanding the foregoing, nothing contained herein shall be deemed to release the parties hereto from any claim relating to the representations, warranties and indemnities set forth in this Assignment and Assumption Agreement.

4. Assignee hereby accepts the assignment of the Membership Interest and hereby expressly assumes all of Assignor's obligations under the LLC Agreement relative to the Membership Interest arising on or after the date hereof.
5. Assignor and Assignee hereby agree that effective as of the date hereof, Assignor shall, and does hereby withdraw as a member of the Company; the Hudson Mangers resign from the Company's Board of Managers; and the Company's Chief Executive Officer and Chief Financial Officer resign as officers of the Company.
6. This Assignment and Assumption Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Delaware.
7. This Assignment and Assumption Agreement shall be binding upon and shall inure to the benefit of the respective parties hereto and their respective legal representatives, successors and assigns.
8. This Assignment and Assumption Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption Agreement as of the date first above written.

ASSIGNOR:

HUDSON WEST V LLC

By: _____

Name: Dong Gongwen

Title: Its authorized representative

ASSIGNEE:

OWASCO PC

By: _____

Name: R. Hunter Biden

Title: Its authorized representative