

07-014B
PREPARED BY & RETURN TO:
BRIDGFORTH & MUNTIN, P. O. BOX 241
SOUTHAVEN, MS 38671
(662) 393-4450
STATE OF MISSISSIPPI
COUNTY OF DESOTO

4/23/07 11:03:30
BK 119 PG 563
DESDTO COUNTY, MS
W.E. DAVIS, CH CLERK

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**BILL OF SALE
AND
ASSIGNMENT AND ASSUMPTION OF LEASES**

THIS BILL OF SALE AND ASSIGNMENT AND ASSUMPTION OF LEASES ("Assignment") is made and entered into effective as of the 16th day of April, A.D., 2007 ("Effective Date"), by and between **YORK INVESTMENTS**, a Mississippi general partnership ("Assignor"), whose address is 112 Sheffield Loop, Suite D, Hattiesburg, Mississippi 39402, and **SLOMOVIC AND MARK LLC**, a California limited liability company, **SAM MARK** and **RIVKI MARK** (collectively hereinafter "Assignee"), whose address is c/o Sam Mark 250 N. Robertson Blvd, Suite 511, Beverly Hills, California 90211. Assignor and Assignee are sometimes hereinafter referred to herein as the "Parties".

WHEREAS, Assignor is the owner of certain real property located in the City of Horn Lake, County of DeSoto, State of Mississippi which is more particularly described on Exhibit A attached hereto and made a part hereof for all purposes as if fully copied at length herein ("Real Property"), upon which a shopping center has been constructed and is operated under the name of The Market at Horn Lake; and simultaneously herewith, the Property is being sold and conveyed by Assignor, as grantor, to Assignee, as grantee, by Special Warranty Deed of even date herewith (the "Deed");

WHEREAS, Assignor is the landlord under certain existing leases with tenants covering a portion of the Property, and said existing leases of the Property together with all memorandums, short forms, amendments, addendums, assignments, extensions and/or renewals thereof are listed on Exhibit B attached hereto and made a part hereof for all purposes as if fully copied at length herein; said existing leases, memorandums, short forms, amendments, addendums, assignments, extensions and/or renewals thereof listed on Exhibit B are collectively hereinafter referred to as the "Tenant Leases";

WHEREAS, in conjunction with the sale and conveyance of the Property by Assignor to Assignee, Assignor desires to sell and assign to Assignee all of its right, title and interest in and to the Tenant Leases, and Assignee desires to purchase and acquire from Assignor all of Assignor's right, title and interest in and to the Tenant Leases, and to assume all of the obligations, terms and conditions to be performed by Assignor under the Tenant Leases and to agree to perform the same in accordance with said Tenant Leases;

WHEREAS, Assignor also desires to sell and assign to Assignee certain other personal property as herein described.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE PREMISES, and the mutual covenants and agreements herein set forth, and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby irrevocably acknowledged and confessed, Assignor and Assignee do hereby agree as follows, to-wit:

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1. Assignor does hereby sell, assign, transfer and deliver unto Assignee, effective on and after the Effective Date, all right, title and interest of Assignor in and to the Tenant Leases, but subject to all terms, covenants, conditions, restrictions, reservations, limitations, exclusives and other provisions set forth in the Tenant Leases, specifically excluding any and all rents and reimbursements due to Assignor under the Tenant Leases for any time period prior to the Effective Date, including reimbursements for common area maintenance charges, taxes or insurance, and any and all security deposits and/or prepaid rentals, if any, heretofore paid to Assignor by any tenant or lessee under the Tenant Leases.
2. Assignee hereby accepts this Assignment and the foregoing sale, assignment and transfer upon the terms and conditions herein specified, and Assignee hereby assumes all of the obligations, terms and conditions to be performed by Assignor under the Tenant Leases on or after the Effective Date, and agrees to observe and/or perform, as applicable, all of the obligations, terms and conditions to be observed or performed by the landlord or lessor under the Tenant Leases on or after the Effective Date in accordance with the Tenant Leases. Assignor and Assignee hereby agree that the obligations of Assignee under this Assignment shall run with the land with respect to the Real Property, and be binding upon the heirs, legal representatives, successors and assigns of the Assignee, but that notwithstanding anything to the contrary, no further assignment of the Tenant Leases shall relieve Assignee of any of its obligations to Assignor under this Assignment.
3. Assignor hereby agrees to indemnify and hold harmless Assignee from and against any and all claims, demands, liabilities, cause of action, loss, cost or expense resulting or arising by reason of the failure of Assignor to observe or perform any of the obligations of the landlord or lessor under the Tenant Leases prior to the Effective Date or by reason of a breach or default on the part of the landlord or lessor under the Tenant Leases occurring prior to the Effective Date.
4. Assignee hereby agrees to indemnify and hold harmless Assignor from and against any and all claims, demands, liabilities, cause of action, loss, cost or expense resulting or arising by reason of the failure of Assignee to observe or perform any of the obligations of the landlord or lessor under the Tenant Leases on or after the Effective Date or by reason of a breach or default on the part of the landlord or lessor under the Tenant Leases occurring on or after the Effective Date.
5. For the same consideration aforesaid, the receipt, adequacy and sufficiency of which is hereby irrevocably acknowledged and confessed, Assignor does hereby bargain, sell, transfer and deliver unto Assignee, effective as of the Effective Date, all right, title and interest of Assignor in and to the following described personal property (collectively, the "Personal Property"), to-wit:
 - A. All tangible personal property owned by the Assignor and located on, within, at, over, or under the Real Property or otherwise used or useful for any purpose to own, operate, or maintain the Real Property (hereinafter the "Tangible Personal Property"), including without implied limitation all furniture, furnishings, maintenance equipment, vehicles, signs, maintenance supplies, inventory, heating, air conditioning, and cooling systems or units, awnings,

antennas, tools, supplies, and all architectural, mechanical, engineering, and other drawings, plans, and specifications relating to the Real Property, excluding, however, any personal property owned by any of the tenants of the Real Property; and

B. All of the following intangible personal property to the extent owned by the Assignor and used or useful in the ownership, operation, or maintenance of the Real Property or the Tangible Personal Property, or any portion of either (the "Intangible Personal Property"): all guaranties, if any, by third parties of tenants' obligations under any of the Tenant Leases; all warranties and/or guaranties, if any, related to the Real Property or any of the Tangible Personal Property; all rights to the name "The Market at Horn Lake" and any trademarks, trade names, service marks, registrations, or logos now or heretofore used to identify the shopping center located on the Real Property; all goodwill related to Assignor's ownership, operation and/or management of the Real Property; and all telephone numbers, tenant files, operating, and maintenance files, management and leasing files, and other business records used in Assignor's ownership, operation and management of the Real Property, but specifically excluding receivables, cash on hand and in bank accounts and any computers and software used in Assignor's ownership, operation and management of the Real Property.

LESS AND EXCEPT from the Real Property, the Personal Property, the Deed and this Assignment the following property: (i) those certain United States of America State of Mississippi City of Horn Lake Tax Increment Limited Obligation Bonds, Series 1997, issued by the City of Horn Lake, Mississippi dated July 22, 1997 (the "Bonds") in the aggregate principal amount of \$134,000 and all rights of Assignor under that certain Developer's Agreement between Assignor and the City of Horn Lake, Mississippi dated July 22, 1997, together with all right, title and interest of Assignor in, to or under any other instruments, documents, contracts, or other intangible personal property related to the Bonds, all of which are hereby agreed to be specifically excepted and excluded from the Real Property, the Personal Property, the Deed and this Assignment, and said Bonds and all rights of Assignor under said Developer's Agreement and any other instruments, documents, contracts, or other intangible personal property related to the Bonds are hereby agreed to be specifically reserved to Assignor; (ii) all rights of Assignor under the Lenny's Contract (as defined in that certain Contract for Sale and Purchase between Assignor and Assignee (the "Contract")); and (iii) all rights of Assignor under the Escrow Agreement dated as of the Effective Date entered into between Assignor, Assignee and Dudley B. Bridgforth, Jr., as Escrow Agent, including without limitation, all rights of Assignor to disbursements from the Escrow Funds (as defined in the Escrow Agreement).

6. No covenant or other provision of this Assignment may be waived unless by written instrument signed by the Parties so waiving said covenant or other provision.

7. Whenever possible, each provision of this Assignment shall be interpreted in such manner as to be effective and valid with respect to the Property or the Tenant Leases under the laws of the State of Mississippi, but if any provisions of this Assignment shall be determined to be invalid, the remainder of this Assignment shall continue in full force and effect.

8. The signatories to this Assignment represent that they have the right and power to legally bind to this Assignment the Parties they represent. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors and assigns.

9. All exhibits attached hereto are incorporated into this Assignment by reference as though fully set forth herein.

10. This Assignment may be executed in multiple originals. This Assignment may be executed in any number of counterparts, and all so executed shall constitute one agreement, binding on all of the Parties hereto, notwithstanding the fact that all of the parties are not signatories to the original or to the same counterparts.

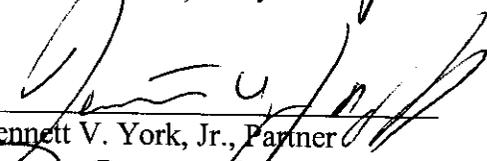
11. The Parties agree that this Assignment may be transmitted between them by facsimile machine. The Parties intend that faxed signatures constitute original signatures and that a faxed Assignment containing the signatures (original or faxed) of all the Parties is binding on the Parties.

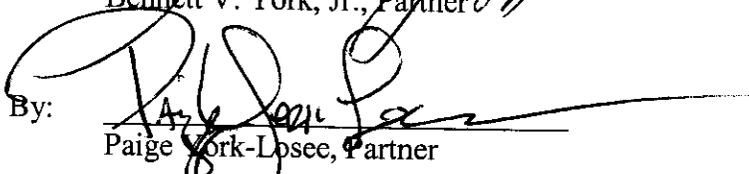
12. The Parties agree that this Assignment is made subject to the provisions of Section 52 of the Contract which set forth certain agreements between Assignor and Assignee related to the "Lenny's Lease" (as defined in the Contract), and the Parties hereto agree that the provisions of Section 52 of the Contract shall remain in effect following the Effective Date as provided in said Section 52.

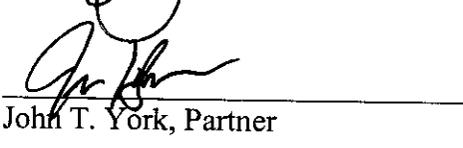
IN WITNESS WHEREOF, the Parties have executed this Assignment as of the Effective Date.

ASSIGNOR:
YORK INVESTMENTS,
a Mississippi general partnership

By: 
Bennett V. York, Partner

By: 
Bennett V. York, Jr., Partner

By: 
Paige York-Losee, Partner

By: 
John T. York, Partner

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ASSIGNEE:
SLOMOVIC AND MARK LLC,
a California limited liability company

By: *Sam Mark*
Its: MANAGING MEMBER

Sam Mark
SAM MARK

Rivki Mark
RIVKI MARK

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STATE OF MS
COUNTY OF Forrest

Personally appeared before me, the undersigned authority in and for the said county and state, on this 10 day of April, 2007, within my jurisdiction, the within named **BENNETT V. YORK**, who acknowledged that he is a Partner of York Investments, a Mississippi general partnership, and that for and on behalf of the said general partnership, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said general partnership so to do.

[Signature]
NOTARY PUBLIC
SANDRA ODOM FORREST COUNTY MS

My commission expires: NOV. 8, 2007

(SEAL)

STATE OF Mississippi
COUNTY OF Lamar

Personally appeared before me, the undersigned authority in and for the said county and state, on this 13th day of April, 2007, within my jurisdiction, the within named **BENNETT V. YORK, JR.**, who acknowledged that he is a Partner of York Investments, a Mississippi general partnership, and that for and on behalf of the said general partnership, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said general partnership so to do.

[Signature]
NOTARY PUBLIC

My commission expires:

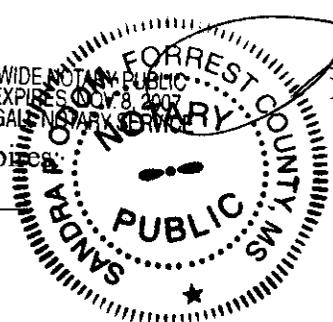
May 1, 2007

(SEAL)
NOTARY PUBLIC
SANDRA ODOM FORREST COUNTY MS

STATE OF MS
COUNTY OF Itaska

Personally appeared before me, the undersigned authority in and for the said county and state, on this 10 day of April, 2007, within my jurisdiction, the within named **PAIGE YORK-LOSKE**, who acknowledged that she is a Partner of York Investments, a Mississippi general partnership, and that for and on behalf of the said general partnership, and as its act and deed she executed the above and foregoing instrument, after first having been duly authorized by said general partnership so to do.

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES NOV. 8, 2007
BONDED THRU STEGAL NOTARY SERVICE



[Signature]
NOTARY PUBLIC

My commission expires:

(SEAL)

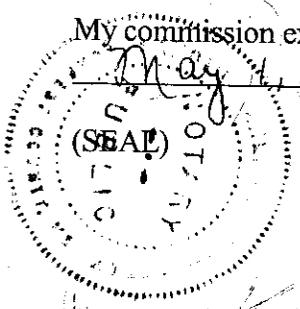
STATE OF Mississippi
COUNTY OF Lamar

Personally appeared before me, the undersigned authority in and for the said county and state, on this 11th day of April, 2007, within my jurisdiction, the within named **JOHN T. YORK**, who acknowledged that he is a Partner of York Investments, a Mississippi general partnership, and that for and on behalf of the said general partnership, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said general partnership so to do.

[Signature]
NOTARY PUBLIC

My commission expires:

May 1, 2007



STATE OF California
COUNTY OF Los Angeles

Personally appeared before me, the undersigned authority in and for the said county and state, on this 17 day of April, 2007, within my jurisdiction, the within named Sam Mark, who acknowledged that he is Managing Member of Slomovic and Mark LLC, a California [member-managed/manager-managed] limited liability company, and that for and on behalf of the said limited liability company, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Michael Blitz
NOTARY PUBLIC

My commission expires:
9/17/08

(SEAL)



STATE OF California
COUNTY OF Los Angeles

Personally appeared before me, the undersigned authority in and for the said county and state, on this 17 day of April, 2007, within my jurisdiction, the within named **SAM MARK**, who acknowledged that he executed the above and foregoing instrument.

Michael Blitz
NOTARY PUBLIC

My commission expires:
9/17/08

(SEAL)

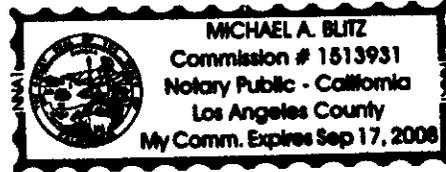


STATE OF California
COUNTY OF Los Angeles

Personally appeared before me, the undersigned authority in and for the said county and state, on this 17 day of April, 2007, within my jurisdiction, the within named **RIVKI MARK**, who acknowledged that she executed the above and foregoing instrument.

Michael Blitz
NOTARY PUBLIC

My commission expires:
9/17/08



(SEAL)

Assignor's Address:
112 Sheffield Loop, Suite D
Hattiesburg, MS 39402
Telephone:
Work 601-264-0404

Assignee's Address:
c/o Sam Mark
250 N. Robertson Blvd, Suite 511
Beverly Hills, California 90211
Telephone: Phone (310) 278-5009

THIS INSTRUMENT PREPARED BY: Jan W. Hammond; 112 Sheffield Loop, Suite D-1; Hattiesburg, MS 39402; Telephone: 601.264.0403; Facsimile: 601.264.0433.

INDEXING INSTRUCTIONS TO DESOTO COUNTY CHANCERY CLERK:

Index on the general index, direct and reverse; and index on the sectional index on Lot 1, Center City Subdivision in Section 33, Township 1 South, Range 8 West, in the City of Horn Lake, DeSoto County, Mississippi.

**EXHIBIT A
REAL PROPERTY**

BK 119 PG 572

Lot 1, Center City Subdivision in Section 33, Township 1 South, Range 8 West, City of Horn Lake, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 47, Page 4, in the office of the Chancery Clerk of DeSoto County, Mississippi.

EXHIBIT B
TENANT LEASES

1. Shopping Center Lease dated May 20, 2002 between York Investments, as "Landlord", and Xiong Zheng and Qiong Zheng, as "Tenant"; Assignment and Assumption of Lease by Xiong Zheng, as Assignor, to Qiong Zheng, as Assignee; Assignment and Assumption of Lease dated February 1, 2007 by York Investments, as "Landlord", Qiong Zheng, as "Assignor", and Qiong Zheng and Rong Zhao, as "Assignee";
2. Shopping Center Lease dated September 19, 1996 between York Investments, as "Landlord", and Guntersville Outlet, Inc. d/b/a Factory Connection, as "Tenant"; Letter dated March 2, 2004 between Guntersville Outlet, Inc. d/b/a Factory Connection, York Investments, as "Landlord", and Factory Connection, LLC, as "Purchaser"; Agreement Extending and Amending Lease dated August 17, 2006 between York Investments, as "Landlord", and Factory Connection, LLC as "Tenant";
3. Shopping Center Lease dated November 22, 2006 between York Investments, as "Landlord", and Horn Lake Associates #621, LLC as "Tenant"; First Amendment to Shopping Center Lease dated April 16, 2007 between York Investments, as "Landlord", and Horn Lake Associates #621, LLC as "Tenant";
4. Shopping Center Lease dated January 28, 1997 between York Investments, as "Landlord", and Steve and Judy Rowland, as "Tenant"; Fantastic Sams Collateral Assignment of Lease dated January 28, 1997 between FS Concepts Inc., as "Licensor", Judy K. Rowland and Steve D. Rowland, as "Licensee", and York Investments, as "Landlord"; Shopping Center Lease Addendum dated January 28, 1997 between York Investments, as Landlord, Steve & Judy Rowland d/b/a Fantastic Sams Hair Salon, Tenant; Lease Amendment dated April 5, 1998 between York Investments, as "Landlord", and Steve and Judy Rowland, as "Tenant"; Agreement Extending and Amending Lease dated April 15, 2002 between York Investments, as "Landlord"; and Steve and Judy Rowland, as "Tenant"; the Shopping Center Lease Addendum includes, without limitation, the following provision: The Landlord agrees that it will grant this Tenant an exclusive for hair care within this center and will not lease to such a facility without first obtaining the Tenants written approval...The Landlord and Tenant understand that the Landlord is currently negotiating with a video store operation, and understands that the Landlord will endeavor to insert such wordage as "this space shall not be leased to an X-rated video store or one which primarily offers for sale or lease X-rated or pornographic videos.
5. Shopping Center Lease between York Investments, as "Landlord", and Check Into Cash of Mississippi, Inc., as "Tenant"; Lease Modification Agreement (Lease Renewal) dated July 5, 2001 between York Investments, as "Landlord", and Check Into Cash of Mississippi, Inc., as "Tenant"; Lease Modification Agreement dated June 28, 2004 between York Investments, as "Landlord", and Check Into Cash of Mississippi, Inc., as "Tenant"; this Shopping Center Lease includes, without limitation, the following provision: Landlord agrees not to enter into any new leases for space within the same shopping center with another tenant who provides check advance services. Tenant acknowledges that Landlord cannot restrict the use of the anchor demised premises presently leased to Jitney Jungle Stores of America.

6. Shopping Center Lease dated March 11, 1999 between York Investments, as "Landlord", and American General Finance, Inc., as "Tenant"; Agreement Extending and Amending Lease dated October 20, 2003 between York Investments, as "Landlord", and American General Finance, Inc., as "Tenant";
7. Lease Agreement dated July 13, 2004 between York Investments, as "Lessor", and Fred's Stores of Tennessee, Inc., as "Lessee"; this Lease Agreement includes, without limitation, the following provision: Lessor, during the Primary Term and any renewal term hereinafter exercised, shall not lease, use or permit any other person, firm, corporation, partnership or other type of entity, other than Lessee, its assigns or sublessee, to use any portion of the Demised Premises or, if applicable, the Shopping Center, (hereinafter collectively "the Shopping Center") ... or any extension or enlargement thereof, or any other property owned or controlled by Lessor and located within the Shopping Center for the conduct or operation thereon of a (individual and/or chain) variety discount store, drug store, prescription pharmacy or prescription pharmacy department within a store.
8. Lease Agreement dated April 2, 2004 between York Investments, as "Lessor", and Fred's Fueling Station, LLC, as "Lessee";
9. Lease dated May 8, 2006 between York Investments, as "Landlord", and Aaron Rents, Inc., as "Tenant"; Commencement Date Memorandum dated December 8, 2006 between "York Development", as "Landlord", and Aaron Rents, Inc., as "Tenant"; this Lease includes, without limitation, the following provision: Excluding any existing tenants of the Center, Landlord covenants and agrees that at no time during the Term will Landlord hereafter lease, consent to an assignment of lease or consent to a sublease of premises which (i) are located in the Center and (ii) are principally or primarily used or are to be used for the operation of a business that is competitive with the rental purchase business to be conducted by Tenant in and from the Premises.
10. Shopping Center Lease dated July 18, 2006 between York Investments, as "Landlord", and Hyonuk An, as "Tenant"; and
11. Shopping Center Lease dated December 8, 2006 between York Investments, as "Landlord", and Horn Lake Wine and Spirits, LLC, as "Tenant".