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DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

SPACE ABOVE THIS LINE IS FOR
RECORDER'S USE

ASSUMPTION AND MODIFICATION AGREEMENT

EXISTING BORROWER:
MS Delta Properties, LLC
6440 E. Via Estrada
Anaheim Hills, California 92807
Tel: 714.393.4931

NEW BORROWER:
South Creek Collection LLC
2128 East 65th Street
Brooklyn, New York 11234
Tel: 917.545.5012

LENDER:
c/o Capmark Finance Inc.
116 Welsh Road
Horsham, PA 19044
Attention: Client Relations
Ref: Loan No. 99-1073924
Tel: 215.328.1974

PREPARED BY ~~AND WHEN RECORDED, RETURN TO:~~

Pepler Mastromonaco LLP
100 First Street, 25th Floor
San Francisco, CA 94105
Attention: Monique Olivier, Esq.
Tel: 415.978.9860

Indexing Instructions:

Lot 9A, Fourth Revision, First Amendment, DeSoto Station, in Section 30, Township 1 South, Range 7 West, as shown on plat o£ record in Plat Book 72, page 27, in the Chancery Clerk's Office of DeSoto County, Mississippi.

Lot 9B, Division of Lot 9B, First Amendment to the Fourth Revision, DeSoto Station, in Section 30, Township 1 South, Range 7 West, as shown on plat of record in Plat Book 73, page 4, in the Chancery Clerk's Office of DeSoto County, Mississippi.

Return To:

First American Title Insurance Company
4780 I-55 North, Suite 400
Jackson, MS 39211
(601) 366-1222

This document has been reviewed by Dudley B. Bridgforth, Esq., Mississippi Bar # 4547

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24

Capmark Loan No. 99-1073924

THIS ASSUMPTION AND MODIFICATION AGREEMENT (this "Agreement") is made as of August 19, 2009 by and among WELLS FARGO BANK, N.A., as Trustee for the Registered Holders of Credit Suisse First Boston Mortgage Securities Corp., Commercial Mortgage Pass-Through Certificates, Series 2005-C5 (together with its successors and assigns, "Lender"), MS DELTA PROPERTIES, LLC, a Mississippi limited liability company ("Existing Borrower"), SOUTH CREEK COLLECTION LLC, a Mississippi limited liability company ("New Borrower"), WILLIAM H. GRAHAM, III, an individual, and CHARLOTTE B. GRAHAM, an individual, now deceased (collectively, "Existing Principal"), and JACOB KHOTOVELI, an individual, MICHAEL KHOTOVELI, an individual, ERIC GLEIT, an individual, and PAUL GLEIT, an individual (collectively, "New Principal").

RECITALS:

A. Lender is the holder for value of that certain Promissory Note, dated July 5, 2005 (the "Note"), in the principal amount of Four Million Two Hundred Thousand and No/100ths Dollars ($4,200,000.00) (the "Loan"), executed by William H. Graham, III, an individual, and Charlotte B. Graham, an individual (collectively, "Original Borrower") originally to the order of Column Financial, Inc., a Delaware corporation ("Original Lender").

B. The indebtedness evidenced by the Note is secured by, among other things, Deed of Trust, Security Agreement and Assignment of Leases and Rents, dated July 5, 2005 (the "Security Instrument"), executed by Original Borrower in favor of Original Lender, and recorded on July 11, 2005 in Book 2225, Page 657, of the Real Property Records of DeSoto County, Mississippi (the "Official Records") and assigned to Lender by instrument recorded on June 26, 2006 in Book 2503 at Page 631 in the Official Records, encumbering that certain real property situated in DeSoto County, Mississippi, as is more particularly described on Exhibit A attached hereto, together with the buildings, structures and other improvements now or hereafter located thereon (the "Improvements"; said real property, and the Improvements being hereinafter collectively referred to as the "Property").

C. Existing Borrower purchased the Property from Original Borrower and assumed Original Borrower's obligations under the Loan pursuant to that certain Assumption and Release Agreement dated as of June 15, 2007 and recorded on June 19, 2007 in Book 2738, Page 112 of the Official Records.

D. Existing Borrower and Existing Principal have executed that certain Hazardous Materials Indemnity Agreement dated as of June 15, 2007 in favor of Lender (the "Existing Environmental Indemnity").

E. Existing Principal has executed that certain Guaranty dated as of June 15, 2007 in favor of Lender (the "Existing Guaranty").

F. The Note, the Security Instrument, the Existing Environmental Indemnity, the Existing Guaranty and the other documents, instruments and agreements executed in connection therewith are sometimes hereinafter collectively referred to as the "Loan Documents".

G. The Note and the other Loan Documents have been assigned by mesne conveyances to Lender.

H. Existing Borrower wishes to convey all of its right, title and interest in and to the Property to New Borrower (the "Transfer") pursuant to a purchase and sale agreement under which New Borrower has agreed to purchase the Property and to assume the indebtedness and other obligations of Existing Borrower under the Loan Documents (the "Assumption").

I. Existing Borrower, New Borrower, Existing Principal and New Principal have requested that Lender consent to the Transfer and the Assumption, subject to the Loan Documents, as set forth below, and Lender is willing to consent to the Transfer and the Assumption upon the terms and conditions set forth below.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Loan Balance. The outstanding principal balance of the Loan under the Note as of the date hereof is Three Million Nine Hundred Sixty-Three Thousand Nine Hundred Seventy-Six and 14/100ths Dollars ($3,963,976.14), which principal balance reflects Lender's receipt of the monthly payment of principal and interest due under the Note on August 11, 2009. The outstanding balance in (i) the Impound Account is Three Thousand Five Hundred Eighty-Seven and 65/100ths Dollars ($3,587.65), (ii) the Tenant Improvement and Leasing Commissions Reserve is Thirty-Three Thousand Two Hundred Fifty-Eight and 33/100ths Dollars ($33,258.33), and (iii) the Repair and Remediation Reserve is Zero Dollars ($0.00), held by or for the benefit of Lender (including without limitation pursuant to the Security Instrument). The parties acknowledge and agree that Lender shall continue to hold the balances in the escrow and reserve accounts, if any, in accordance with the terms of the Loan Documents. Existing Borrower and Existing Principal covenant and agree that Lender has no further duty or obligation of any nature to Existing Borrower and Existing Principal relating to such reserve balances, all of which Existing Borrower does hereby assign, transfer and convey to New Borrower. All escrow and reserve balances held by Lender in connection with the Loan Documents shall, from and after the Effective Date, be for the account of New Borrower.

2. Consent to Transfer of the Property. Lender hereby consents, pursuant to the provisions of any of the Loan Documents requiring Lender's consent, to this Transfer and Assumption of the Property from Existing Borrower to New Borrower and the assumption of the Loan by New Borrower. Lender's consent to this transfer and assumption shall not constitute a waiver, with respect to any future transfer, of Lender's right to accelerate the obligations under the Note as set forth in Section 3.1(a) of the Security Instrument, nor shall Lender's consent to this Transfer and Assumption constitute Lender's waiver of any other term, covenant or condition of any of the Loan Documents.

3. Assumption of Obligations. Existing Borrower hereby assigns to New Borrower, and New Borrower hereby assumes and agrees, for the benefit of Lender and its successors and assigns, to be bound by, observe and perform, all liabilities, terms, provisions, covenants and obligations of Existing Borrower under the Loan Documents, and New Borrower agrees that it will be bound by all of such terms and provisions, promptly pay all such liabilities and promptly observe and perform all such covenants and obligations, with the same force and effect as if New Borrower had originally executed and delivered the Loan Documents instead of Existing Borrower provided, however, that New Borrower is not assuming the obligations of the Existing Borrower under the Existing Environmental Indemnity, nor is New Principal assuming the obligations of the Existing Principal under the Existing Environmental Indemnity or the Existing Guaranty. Reference in any Loan Document to Grantor, Assumptor, Existing Borrower or Borrower henceforth shall be deemed to be a reference to New Borrower. Reference in any Loan Document to Existing Principal, Principal or Guarantor henceforth shall be deemed to be a reference to

New Principal. Existing Borrower and Existing Principal acknowledge and agree that to the extent that New Borrower or New Principal incur any liability relating to acts or omissions or matters arising prior to the date hereof or due to the acts or omissions of Existing Borrower or Existing Principal, Existing Borrower and Existing Principal shall indemnify, defend and hold New Borrower and New Principal harmless and are jointly and severally liable to New Borrower and New Principal for any and all losses, costs and expenses relating thereto, including attorneys fees.

4. Release of Existing Borrower. Subject to the full and complete performance of Existing Borrower of its obligations under this Agreement, Lender hereby releases Existing Borrower prospectively from all of its liabilities and obligations under the Loan Documents; provided, however, that Existing Borrower shall not be released from, and shall remain fully liable for, all of its responsibilities, duties, covenants, liabilities, indemnities, guaranties and obligations arising out of conditions or events first occurring prior to the date hereof under the Loan Documents, including, without limitation, the Existing Environmental Indemnity.

5. Agreements of New Borrower and Existing Borrower. Each of Existing Borrower and New Borrower hereby acknowledges and agrees that:

(a) notwithstanding the release of Existing Borrower as provided in Paragraph 4 hereof, all of the terms, provisions, covenants, conditions and stipulations contained in the Loan Documents, and all of New Borrower's obligations under the Loan Documents, as assumed hereunder, are hereby ratified and confirmed by New Borrower in all respects, and shall continue to apply with full force and effect to New Borrower from and after the date hereof;

(b) the obligations of New Borrower under the Loan Documents, as assumed hereunder, are not subject to any reduction, limitation, impairment or termination for any reason, including, without limitation, any claim of waiver, release, surrender or compromise;

(c) Existing Borrower has no offsets, defenses or counterclaims to the obligations under the Loan Documents and none are purported to be assigned to New Borrower hereunder;

(d) no default or Event of Default and no event which, with the giving of notice, the passage of time, or both, would constitute a default or Event of Default, has occurred and is continuing under any of the Loan Documents;

(e) there is no seller financing or additional borrowing in connection with New Borrower's purchase of the Property, whether secured by a lien on the Property or a lien on the equity interests in New Borrower or otherwise, and whether existing at closing or at any time during the term of the Loan; and

(f) the agreement of Lender to release Existing Borrower as provided in Paragraph 4 hereof shall not be deemed an agreement by Lender to accept additional amendments to the Loan Documents, to waive any defaults or to waive any of its rights under the Loan Documents.

6. Release of Existing Principal. Subject to the full and complete performance of Existing Principal of its obligations under this Agreement, Lender hereby releases Existing Principal prospectively from all of its liabilities and obligations under the Existing Environmental Indemnity and the Existing Guaranty; provided, however, that Existing Principal shall not be released from, and shall remain fully liable for, all of its responsibilities, duties, covenants, liabilities, indemnities, guaranties and obligations arising out of conditions or events first occurring prior to the date hereof under the Existing Guaranty and the Existing Environmental Indemnity.

7. Release of Lender and Original Lender. Existing Borrower, New Borrower, Existing Principal and New Principal hereby release, relinquish, discharge and waive any and all claims, demands, actions, causes of actions, suits, debts, costs, dues, sums of money, accounts, covenants, contracts, controversies, agreements, promises, trespasses, damages, judgments, executions, expenses and liabilities whatsoever, known or unknown, at law or in equity, irrespective of whether such arise out of contract, tort, violation of laws or regulations or otherwise, which Existing Borrower, New Borrower, Existing Principal and New Principal (and their respective successors, assigns, legal representatives, heirs, executors or administrators) ever had, now have or hereafter can, may or shall have against Original Lender, Lender or their officers, directors, employees, representatives, agents, trustees, shareholders, partners, members, contractors, advisors, attorneys, subsidiaries, affiliates, predecessors, successors or assigns by reason of any matter, cause or thing whatsoever prior to the date of this Agreement arising out of, relating to, or in connection with, the Loan, the Loan Documents, the Property, this Agreement or the transactions contemplated hereunder, whether known or unknown as of the date hereof.

Each of Existing Borrower, Existing Principal, New Borrower and New Principal after consultation with its respective attorney, hereby expressly waives the benefits of the provisions of applicable law, if any, which provides to the effect that:

> "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."

8. Conditions Precedent. Notwithstanding any provision to the contrary in this Agreement, the effectiveness of the respective consents, releases and directives granted or expressed by Lender within this Agreement shall be subject to the fulfillment of the following conditions to the satisfaction of Lender:

(a) Lender shall have received a fully executed counterpart of this Agreement;

(b) New Borrower and New Principal, as the case may be, shall have executed and delivered to Lender the following in form and substance satisfactory to Lender:

(i) a Guaranty (the "New Guaranty");

(ii) a Hazardous Materials Indemnity Agreement (the "New Environmental Indemnity");

(iii) such certificates and other documents as Lender shall reasonably request; and

(iv) a consent of members of New Borrower with respect to the execution and delivery of this Agreement, the assumption of the obligations set forth in the Loan Documents and such other matters as Lender may reasonably request.

(c) Lender shall have received consents of the members of Existing Borrower in form and substance acceptable to Lender, authorizing the transactions contemplated hereby;

(d) Lender shall have received a copy of the new management agreement between New Borrower and Capital Realty Services, LLC, a Tennessee limited liability company ("New Manager"), together with an Assignment of Management Contracts and Consent, Subordination and

Agreement of Manager (the "New Assignment of Management Agreement") in the form provided to New Manager and New Borrower by Lender, fully executed by New Manager and New Borrower;

(e) Lender shall have received such new UCC-1 financing statements naming New Borrower as debtor in favor of Lender as Lender may request;

(f) Lender shall have received and approved New Borrower's formation documents and evidence of good standing;

(g) Lender shall have received such UCC and other search reports as Lender shall elect to order with respect to Existing Borrower, New Borrower and New Principal with results satisfactory to Lender;

(h) Lender shall have received an opinion of counsel to New Borrower and New Principal satisfactory in form and substance to Lender and its counsel with respect to, among other things, the due formation, good standing and qualifications of New Borrower and New Principal, the power and authority of New Borrower and New Principal, the due execution and delivery, and the legality, validity and enforceability of this Agreement, the New Assignment of Management Agreement, the New Guaranty and the New Environmental Indemnity against New Borrower and New Principal, as the case may be, and the continued perfection of the security interests and liens granted by the Loan Documents under applicable law following the transfer of the Property to New Borrower, and the assumption of the Loan as herein provided;

(i) if requested by Lender, Lender shall have received an opinion of counsel to Lender with respect to the compliance of the Transfer, this Agreement and the transactions referenced herein with the provisions of the Internal Revenue Code as the same pertain to real estate mortgage investment conduits;

(j) Lender shall have received such endorsements to the policy of title insurance insuring Lender's interest in the Property (the "Title Policy") as Lender may request, taking exception for no lien, encumbrance or other matter other than those set forth in the Title Policy on the date originally issued and which shall insure that title to the Property is vested in New Borrower and that the lien of the Security Instrument is not impaired by the transactions contemplated hereby;

(k) all outstanding property taxes pertaining to the Property shall be paid in full to the appropriate government authority;

(l) Lender shall have received from New Borrower an amount equal to Fifteen Thousand and No/100ths Dollars ($15,000.00) to be deposited by Lender into a non-interest bearing account for the Repair and Remediation Reserve pursuant to Section 10, below.

(m) Lender shall have received from New Borrower an amount equal the amount required to increase the balance of the existing Tenant Improvement and Leasing Commissions Reserve to Eighty-Five Thousand and No/100ths Dollars ($85,000.00), pursuant to Section 11, below

(n) no default or Event of Default shall exist under any of the Loan Documents; and

(o) fees and expenses of Lender, including, without limitation: (i) a Loan assumption fee in the amount of Thirty-Nine Thousand Six Hundred Thirty-Nine and 77/100ths Dollars ($39,639.77), representing one percent (1%) of the outstanding principal Loan balance in respect of the assumption fee as provided in Section 1.10(b)(ii) of the Security Instrument; (ii) all of Lender's attorneys' fees and

expenses; (iii) title endorsement premiums; and (iv) recording and escrow fees in connection with this Agreement and the transactions contemplated hereby shall have been paid in full by New Borrower or Existing Borrower.

9. Deferred Maintenance. On or before the date which is six (6) months after closing, New Borrower, at New Borrower's sole cost, shall (i) repair the potholes and areas of deterioration in the pavement currently existing throughout the Property (collectively, the "**Deferred Maintenance**"), as recommended in that certain Capmark Annual Property Inspection Report dated December 4, 2008 (the "**Inspection Report**"), the Deferred Maintenance to be performed in a good and workmanlike manner by a reputable contractor or contractors, and (ii) deliver to Lender such evidence as may be required by and reasonably acceptable to Lender of the repair of the Deferred Maintenance, which evidence shall include copies of paid invoices and mechanic's lien waivers from the contractor(s) performing the work and, if requested by Lender, a re-inspection report of the Property indicating that the Deferred Maintenance has been completed as recommended in the Inspection Report.

10. Repair and Remediation Reserve.

(a) Deposit to Lender. At closing, New Borrower shall deposit funds in the amount of Fifteen Thousand and No/100ths Dollars ($15,000.00) in the existing Repair and Remediation Reserve held by Lender. As further security for New Borrower's obligations under the Loan Documents, New Borrower hereby grants in favor of Lender a first priority security interest in the Repair and Remediation Reserve and all amounts deposited therein and all proceeds thereof. Sums in the Repair and Remediation Reserve may be commingled with the general funds of Lender and no interest shall be payable thereon nor shall these funds be deemed to be held in trust for the benefit of New Borrower. Upon the occurrence of an Event of Default, Lender may, in addition to its other remedies, apply such funds against the indebtedness evidenced by the Loan Documents.

(b) Disbursement to New Borrower. So long as no Event of Default has occurred, however, New Borrower may request in writing that Lender release funds from the Repair and Remediation Reserve to reimburse New Borrower for the actual costs incurred by New Borrower in completing the Deferred Maintenance; provided, however that Lender shall have no obligation to release any such funds more than once per month or in an amount less than $5,000.00. Any such request for reimbursement by New Borrower shall be accompanied by invoices for the services provided from the applicable vendors or service providers and such other evidence as may be required by and is reasonably acceptable to Lender.

(c) Modification of Security Instrument. Section B-1 of Exhibit B to the Security Instrument is hereby modified by deleting the second (2nd) and third (3rd) sentences thereof and replacing them with the following:

> "Grantor has established a reserve in the amount of $15,000.00 (the "Repair and Remediation Reserve") by depositing such amount with Beneficiary. Grantor shall cause each of the items described on the Capmark Annual Property Inspection Report dated December 4, 2008 (the "Deferred Maintenance") to be completed, performed, remediated and corrected to the satisfaction of Beneficiary and as necessary to bring the Property into compliance with all applicable laws, ordinances, rules and regulations on or before six months following August __, 2009."

11. Tenant Improvement and Leasing Commissions Reserve. At closing, New Borrower shall deliver to Lender funds in an amount required to increase the balance of the existing Tenant Improvement and Leasing Commissions Reserve ("TI/LC Reserve") to Eighty-Five Thousand and

No/100ths Dollars ($85,000.00). In the event of any subsequent disbursements to New Borrower of funds from the TI/LC Reserve, New Borrower shall resume make monthly payments to Lender in the amount of One Thousand Nine Hundred Nineteen and 89/100ths Dollars ($1,919.89), together with the monthly payment of principal and interest, until such time that the balance of the TI/LC Reserve has reached $85,000.00. All other terms and conditions of the TI/LC Reserve as set forth in the Security Instrument shall remain in full force and effect.

12. Replacement Reserve. The monthly deposit to the Replacement Reserve maintained by Lender ("Replacement Reserve") in the amount of Zero Dollars ($0.00), referenced in Section 1.6 of the Security Instrument, is hereby amended and increased to Four Hundred Forty-Three and 08/100ths Dollars ($443.08). All other terms and conditions of the Replacement Reserve as set forth in the Security Instrument shall remain in full force and effect.

13. Cash Collateral Reserve. At closing, Existing Borrower, on behalf of New Borrower, shall deliver to Lender cash in the amount of Seventy-Two Thousand and No/100ths Dollars ($72,000.00) (the "Cash Collateral Reserve"), which Lender shall deposit in a non-interest bearing reserve account held by Lender as additional collateral for the Loan (the "Cash Collateral Reserve Account"). Existing Borrower may later substitute the funds in the Cash Collateral Reserve Account with an irrevocable, standby, evergreen letter of credit (the "Letter of Credit"), in form and substance acceptable to Lender, in the amount of $72,000.00, naming Lender as the beneficiary thereunder and fully transferable to any successors to Lender's interest in the Loan, issued by a financial institution (the "Issuing Bank") reasonably acceptable to Lender, permitting multiple and partial draws and with an expiration date not earlier than the date that is one (1) year from the date of issuance, which Letter of Credit shall be automatically renewed for an additional one year term on each anniversary of its original expiration date, and such Letter of Credit shall constitute the Cash Collateral Reserve. Lender shall release the funds being held in Cash Collateral Reserve Account to the Existing Borrower upon receipt of such Letter of Credit and authorization from New Borrower to release the funds. So long as no Event of Default exists, upon receipt of evidence satisfactory to Lender in its sole discretion that the Property's performance meets a debt service coverage ratio of no less than 1.15 to 1.00 ("DSCR"), on a net cash flow basis for the trailing consecutive six (6) month period, Lender shall release the Cash Collateral Reserve as follows: (i) if the Cash Collateral Reserve is in the form of cash, Lender shall release such funds to New Borrower who shall be responsible for delivering the funds to Existing Borrower, and Existing Borrower shall look solely to New Borrower for the delivery of such funds, and (ii) if the Cash Collateral Reserve is in the form of a Letter of Credit, Lender shall return such Letter of Credit to the Issuing Bank. Existing Borrower and New Borrower agree to release, indemnify and hold harmless Lender for, from and against any and all losses, damages and claims which Lender may incur in connection with any dispute between Existing Borrower and New Borrower regarding the return of the Cash Collateral Reserve if in the form of cash. Upon the occurrence of an Event of Default, Lender shall have the right to apply the Cash Collateral Reserve to amounts owing under the Loan Documents in its sole discretion. New Borrower hereby grants Lender a security interest in the Cash Collateral Reserve and New Borrower will take all actions reasonably requested by Lender to perfect such security interest. Existing Borrower shall have the right to request that New Borrower contact Lender to check the DSCR any time that is six (6) months after the closing of the loan assumption and every three (3) months thereafter.

14. Tax Impounds. New Borrower shall make monthly payments of tax impounds, together with the monthly payment of principal and interest, in an amount equal to 1/12 of the amount of annual real estate taxes and assessments that will become due for the Property into the Impound Account referenced in Section 1.5 of the Security Instrument.

15. Modification to Security Instrument. The Security Instrument is hereby modified by deleting the legal description attached thereto as Exhibit A and replacing it with the legal description attached hereto as Exhibit A.

16. Same Indebtedness; Priority of Liens Not Affected. This Agreement and the execution of other documents contemplated hereby do not constitute the creation of a new debt or the extinguishment of the debt evidenced by the Loan Documents, nor will they in any way affect or impair the liens and security interests created by the Loan Documents, which New Borrower acknowledges to be valid and existing liens on and security interests in the Property. New Borrower agrees that the lien and security interests created by the Security Instrument and the Assignment continue to be in full force and effect, unaffected and unimpaired by this Agreement or by the transfer of the Property or any collateral described in financing statements filed in connection with the Loan Documents and that said liens and security interests shall so continue in their perfection and priority until the debt secured by the Loan Documents is fully discharged.

17. Satisfaction of Conditions Precedent. The delivery of a fully executed original counterpart of this Agreement by Lender to New Borrower shall constitute conclusive evidence that all conditions precedent to the effectiveness of this Agreement and the consents and releases set forth herein have been completed to the satisfaction of Lender or waived by Lender.

18. General Provisions.

(a) Definitions. Each of the Loan Documents is hereby modified to the extent necessary so that the term "Loan Documents," as such term may be used therein, shall be deemed to include this Agreement (to the extent it creates obligations on the part of New Borrower or New Principal), the New Guaranty, the New Environmental Indemnity, the New Assignment of Management Agreement and the other documents executed and delivered by New Borrower and/or New Principal in connection herewith. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Security Instrument.

(b) Reservation of Rights. Nothing contained in this Agreement shall prevent or in any way diminish or interfere with any rights or remedies, including, without limitation, the right to contribution, which Lender may have against Existing Borrower, Existing Principal, New Borrower, New Principal or any other party under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (codified at Title 42 U.S.C. § 9601 et seq.), as it may be amended from time to time, any successor statute thereto or any other applicable federal, state or local laws, all such rights being hereby expressly reserved.

(c) Compliance with Anti-Terrorism, Embargo, Sanctions and Anti-Money Laundering Laws. New Borrower shall comply with all Requirements of Law relating to money laundering, anti-terrorism, trade embargos and economic sanctions now or hereafter in effect. Upon Lender's request from time to time during the term of the Loan, New Borrower shall certify in writing to Lender that New Borrower's representations, warranties and obligations under this subsection (c) remain true and correct and have not been breached. New Borrower shall immediately notify Lender in writing if any of such representations, warranties or covenants are no longer true or have been breached or if New Borrower has reasonable basis to believe that they may no longer be true or have been breached. In connection with such an event, New Borrower shall comply with all Requirements of Law and directives of Governmental Authorities and, at Lender's request, provide to Lender copies of all notices, reports and other communications exchanged with or received from Governmental Authorities relating to such an event. New Borrower shall also reimburse Lender any expense incurred by Lender in evaluating the effect of such an event on the Loan and Lender's interest in the collateral for the Loan, in obtaining any

necessary license from Governmental Authorities as may be necessary for Lender to enforce its rights under the Loan Documents, and in complying with all Requirements of Law applicable to Lender as the result of the existence of such an event and for any penalties or fines imposed upon Lender as a result thereof. Further, New Borrower shall immediately notify Lender in writing if any future tenant of the Property (a) is identified on the OFAC List, or (b) is a Person with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction or other prohibition of United States law, regulation or Executive Order of the President of the United States. For purposes of this subsection (c), the following definitions shall apply:

"**Governmental Authority**" means any nation or government, any state or other political subdivision thereof, and any Person exercising executive, legislative, judicial or administrative functions of or pertaining to such government.

"**OFAC List**" means the list of specially designated nationals and blocked Persons subject to financial sanctions that is maintained by the U.S. Treasury Department, Office of Foreign Assets Control and any other similar list maintained by the U.S. Treasury Department, Office of Foreign Assets Control pursuant to any Requirements of Law including, without limitation, trade embargo, economic sanctions or other prohibitions imposed by Executive Order of the President of the United States. The OFAC List currently is accessible through the internet website www.treas.gov/ofac/t11sdn.pdf.

"**Requirements of Law**" means (i) the organizational documents of an entity, and (ii) any law, regulation, ordinance, code, decree, treaty, ruling or determination of an arbitrator, court or other Governmental Authority or any Executive Order issued by the President of the United States, in each case applicable to or binding upon such Person or to which such Person, any of its property or the conduct of its business is subject including, without limitation, laws, ordinances and regulations pertaining to the zoning, occupancy and subdivision of real property.

"**Person**" means an individual, partnership, limited partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, governmental authority or other entity of whatever nature.

(d) Rights Cumulative. Lender's rights under this Agreement shall be in addition to all of the rights of Lender under the Note and the other Loan Documents.

(e) Methods of Enforcement. This Agreement is subject to enforcement by Lender at law or in equity, including, without limitation, actions for damages or specific performance.

(f) Costs of Enforcement. In the event that Lender shall retain the services of an attorney or any other consultants in order to enforce this Agreement, or any portion hereof, Existing Borrower, Existing Principal, New Borrower and New Principal agree to pay to Lender any and all costs and expenses, including, without limitation, attorneys' fees, costs and disbursements, incurred by Lender as a result of their respective actions or failure to act, including those incurred in proceedings under 11 U.S.C.§ 101 et. seq.

(g) Further Assurances. Each of Existing Borrower, Existing Principal, New Borrower and New Principal agrees to execute and deliver all such documents and instruments, and do all such other acts and things, as may be required by Lender in the future to perfect, assure, confirm or effectuate the assignment by Existing Borrower and the assumption by New Borrower contemplated by and set forth in this Agreement.

(h) Reliance. Lender would not consent to the Transfer and the Assumption of the Property and the other transactions specified herein without Existing Borrower, Existing Principal, New Borrower and New Principal entering into this Agreement. Accordingly, Existing Borrower, Existing Principal, New Borrower and New Principal intentionally and unconditionally enter into the covenants and agreements as set forth above and understand that, in reliance upon and in consideration of such covenants and agreements, Lender has consented to the Transfer and the Assumption and, as part and parcel thereof, specific monetary and other obligations have been, are being and shall be entered into which would not take place but for such reliance.

19. Notices. From and after the date hereof, all notices or other written communication hereunder and under the Loan Documents shall be deemed to have been properly given if given in the manner set forth in the Security Instrument as follows:

If to New Borrower	South Creek Collection LLC 2128 East 65th Street Brooklyn, New York 11234 Attention: Michael Khotoveli Tel: (917) 545-5012
With a copy to:	Honigman Miller Schwartz and Cohn LLP 38500 Woodward Avenue, Suite 100 Bloomfield Hills, MI 48304-5048 Attention: Thomas W. Forster II, Esq. Facsimile: (248) 566-8441
If to Lender:	Capmark Finance Inc. Master Servicer 116 Welsh Road Horsham, PA 19044 Attention: Client Relations Manager Ref: Loan No. 99-1073924 Facsimile: (602) 414-0164
With a copy to:	Pepler Mastromonaco LLP 100 First Street, 25th Floor San Francisco, CA 94105 Attention: Monique Olivier, Esq. Facsimile: (415) 978-9862

20. Successors and Assigns. This Agreement shall bind and inure to the benefit of the parties hereto, their successors, the subsequent holders or owners of the Note and the Loan Documents and the assigns of New Borrower who have the prior written consent of Lender pursuant to Section 1.10(c) of the Security Instrument.

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

22. Execution and Delivery. All representations and warranties made in this Agreement or any other document executed in connection therewith shall survive the execution and delivery of this Agreement and any other documents executed in connection herewith.

23. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State where the Property is located.

24. Taxpayer Identification Number. New Borrower represents and warrants to Lender that its taxpayer identification number is 26-4815132.

25. Dismissal of Lawsuit. New Borrower and New Principal represent and warrant to Lender that the lawsuit no. 02108448 filed by Albert Cabrera, Jr., as plaintiff, against Jacob Khotoveli and Your Home Direct Com, as defendants, in the Supreme Court of the State of New York, County of New York on April 22, 2002, has been dismissed.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Agreement has been executed as of the date first set forth above.

NEW BORROWER:

SOUTH CREEK COLLECTION LLC,
a Mississippi limited liability company

By: _____
Jacob Khotoveli
Manager

NEW PRINCIPAL:

_____
JACOB KHOTOVELI, an individual

_____
MICHAEL KHOTOVELI, an individual

_____
ERIC GLEIT, an individual

_____
PAUL GLEIT, an individual

IN WITNESS WHEREOF, this Agreement has been executed as of the date first set forth above.

NEW BORROWER:

SOUTH CREEK COLLECTION LLC,
a Mississippi limited liability company

By: _____
Jacob Khotoveli
Manager

NEW PRINCIPAL:

_____
JACOB KHOTOVELI, an individual

_____
MICHAEL KHOTOVELI, an individual

_____
ERIC GLEIT, an individual

_____
PAUL GLEIT, an individual

IN WITNESS WHEREOF, this Agreement has been executed as of the date first set forth above.

NEW BORROWER:

SOUTH CREEK COLLECTION LLC,
a Mississippi limited liability company

By: _____
Jacob Khotoveli
Manager

NEW PRINCIPAL:

_____
JACOB KHOTOVELI, an individual

_____
MICHAEL KHOTOVELI, an individual

_____
ERIC GLEIT, an individual

_____
PAUL GLEIT, an individual

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

LENDER:

WELLS FARGO BANK, N.A., AS TRUSTEE FOR THE REGISTERED HOLDERS OF CREDIT SUISSE FIRST BOSTON MORTGAGE SECURITIES CORP., COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-C5

By: Capmark Finance Inc.,
a California corporation,
as Master Servicer

By: _____
Gary A. Routzahn
Vice President, Manager

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

EXISTING BORROWER:

MS DELTA PROPERTIES, LLC,
a Mississippi limited liability company

By: _____
William H. Graham, III
Sole Member and Manager

EXISTING PRINCIPAL:

_____
WILLIAM H. GRAHAM, III, an individual

_____
WILLIAM H. GRAHAM, III, as sole heir
of CHARLOTTE B. GRAHAM

STATE OF New York)
) ss
COUNTY OF New York)

On August 18th, 2009, before me, CHUAN WANG, a Notary Public, personally appeared **JACOB KHOTOVELI**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

CHUAN WANG
NOTARY PUBLIC, State of New York
No. 01WA6002716
Qualified in Suffolk County
Commission Expires Feb. 17, 2010

(Affix seal here)

CHUAN WANG NOTARY PUBLIC STATE OF NEW YORK

{2397 }

STATE OF New York)
) ss
COUNTY OF Kings)

On August 17th 2009, before me, Michael Khotoveli a Notary Public, personally appeared **MICHAEL KHOTOVELI**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Pedrita N. Dorsainvil
Signature of Notary

(Affix seal here)

PEDRITA N. DORSAINVIL
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN KINGS COUNTY
REG. #01DO6174397
MY COMM EXP SEPT 17, 2011

{2397 }

STATE OF NEW YORK)
) ss
COUNTY OF NEW YORK)

On August 17, 2009, before me, SARAH P. CARTER, a Notary Public, personally appeared **ERIC GLEIT**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of NEW YORK that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

SARAH P CARTER
Notary Public - State of New York
No. 01CA4631958
Qualified in New York County
My Commission Expires 10/31/2010

{2397 }

STATE OF NEW YORK)
) ss
COUNTY OF NEW YORK)

On August 17 2009, before me, SARAH P. CARTER, a Notary Public, personally appeared **PAUL GLEIT**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of NY that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

SARAH P CARTER
Notary Public - State of New York
NO. 01CA4631958
Qualified in New York County
My Commission Expires 10/31/2010

{2397 }

COMMONWEALTH OF PENNSYLVANIA)
) ss
COUNTY OF MONTGOMERY)

On August 17, 2009, before me, CHRISTOPHER S. HAUCK, a Notary Public, personally appeared **GARY A. ROUTZAHN**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Pennsylvania that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Christopher S. Hauck
Signature of Notary

(Affix seal here)

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
CHRISTOPHER S. HAUCK, Notary Public
Horsham Twp., Montgomery County
My Commission Expires November 17, 2009

{2397 }

STATE OF CALIFORNIA)
) ss
COUNTY OF ORANGE)

On August 17, 2009, before me, Connie Lou Sedillo, a Notary Public, personally appeared **WILLIAM H. GRAHAM, III**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Connie Lou Sedillo
Signature of Notary

CONNIE LOU SEDILLO
COMM. # 1650038
NOTARY PUBLIC - CALIFORNIA
SAN BERNARDINO COUNTY
MY COMM. EXP. MAR. 7, 2010

(Affix seal here)

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

Lot 9A, Fourth Revision, First Amendment, DeSoto Station, in Section 30, Township 1 South, Range 7 West, as shown on plat o£ record in Plat Book 72, page 27, in the Chancery Clerk's Office of DeSoto County, Mississippi.

PARCEL 2:

Lot 9B, Division of Lot 9B, First Amendment to the Fourth Revision, DeSoto Station, in Section 30, Township 1 South, Range 7 West, as shown on plat of record in Plat Book 73, page 4, in the Chancery Clerk's Office of DeSoto County, Mississippi.

Together with the appurtenant easements benefiting the land above as contained in the Declaration of Covenants and Conditions and Reciprocal Easement Agreement by and between Malco Theaters, Inc.; Michael A. Lightman, and Endeavor Group, LLC recorded in Book 329, Page 118; and Reciprocal Ingress/Egress and Utility Easement Agreement by and between Kisber Southern Holdings, LLC and Endeavor Group, LLC recorded in Book 434, Page 142.