

BILL OF SALE AND ASSIGNMENT

THIS BILLOF SALE AND ASSIGNMENT ("Bill of Sale/Assignment") is made and entered into as of this 23rd day of January, 2013 ("Transfer Date"), by **Miguel L. Barbosa, Jr. aka Miguel L. Barboza, Jr. and wife, Rosario Barbosa aka Rosario Barboza** ("Assignor"), to **BS Properties, LLC, a Texas limited liability company** ("Assignee").

RECITALS

A. Pursuant to that certain Commercial Contract ("Contract") dated as of December 26, 2012, by and between Assignor and Assignee, Assignor is selling, leasing and/or assigning to Assignee all of Assignor's right, title, claim and interest in that certain one (1) parcel of real property (the "Real Property") and improvements thereon which Real Property is more particularly described as:

All of Lot 19, LA HOMA GROVES SUBDIVISION UNIT NO. 6, an Addition to the City of Mission, Hidalgo County, Texas, according to the map recorded in Volume 31, Page 89, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

All capitalized terms not otherwise defined in this Bill of Sale/Assignment shall have the meaning ascribed thereto in the Contract.

B. Assignor further desires to convey and/or assign all of its right, title, claim and interest in and to the Personal Property (as defined herein), the Tenant Leases and the Security Deposits (as defined herein), together with certain rights and guarantees in connection therewith, to Assignee as of the Transfer Date.

NOW THEREFORE, in consideration of the mutual covenants contained in this Bill of Sale/Assignment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **RECITALS.** The recitals set forth above are incorporated herein and made a part hereof and are true and correct.

2. **SALE OF PERSONAL PROPERTY.** Assignor hereby irrevocably and absolutely conveys, sells, transfers and delivers to Assignee, for itself and for its successors and assigns, all Tangible Personal Property and Intangible Personal Property owned by Assignor and used in connection with the Real Property. Assignor hereby warrants to Assignee, and its successors and assigns, that (a) Assignor is the sole and lawful owner of the Personal Property, (b) the Personal Property is free from all encumbrances and (c) Assignor has good right to sell the Personal Property.

3. **ASSIGNMENT.** As of the Transfer Date, Assignor hereby irrevocably and absolutely assigns and transfers to Assignee, and its successors and assigns, all of Assignor's right, title, claim and interest in, to and under the Assigned Lease Interests, as defined in this paragraph. As used herein, the term Assigned Lease Interests shall include (a) the Tenant Leases with respect to the Real Property; (b) all security deposits under such Tenant Leases (the "Security Deposits") (c) all rights to any unpaid rents or other payments under such Tenant Leases; and (d) all guarantees and other assurances with respect to such Tenant Leases. Assignor will indemnify, defend and hold harmless Assignee, its successors and assigns and their respective agents, representatives, parents, Subsidiaries, employees, attorneys, shareholders and past, present and future directors, and officers, together with the Assigned Lease Interests from and against any claim, damage, loss, liability, obligation, demand, defense, judgment, suit, proceeding, disbursement or expense, including reasonable attorneys' fees or costs (including those related to appeals) of any nature whatsoever (collectively, "Losses and Liabilities"), which may be imposed upon, asserted against or incurred or paid by Assignee by reason of, arising out of or in any way related to the Assigned Lease Interests prior to the Transfer Date or which arise out of or are in any way related to the Assigned Lease Interests after the Transfer Date on account of any fact or circumstance occurring or existing prior to the Transfer Date. Assignor hereby represents and warrants to Assignee that Assignor is the sole owner of the Assigned Lease Interests. None of the Assigned Lease Interests have been assigned to any individual or entity (other than Assignee).

4. **ACCEPTANCE OF ASSIGNMENT.** Assignee, as of the Transfer Date, hereby accepts the foregoing assignment and assumes all of the Assignor's obligations under the Assigned Lease Interests which arise or relate to the period after the Transfer Date, provided, however, Assignee only assumes the obligations with respect to the Security Deposits to the extent Assignee has received such Security Deposits from Assignor. Assignee will indemnify, defend and hold harmless Assignor, its successors and assigns and their representatives, agents, employees, directors and officers from and against any and all Losses and Liabilities arising out of or in any way related to the Assigned Lease Interests on and after the Transfer Date, except for Losses and Liabilities which arise out of or are in any way related to the Assigned Lease Interests after the Transfer Date on account of any fact or circumstance occurring or existing prior to the Transfer Date.

5. **JURISDICTION AND VENUE.** The parties acknowledge that a substantial portion of the negotiations, anticipated performance and execution of this Bill of Sale/Assignment occurred or shall occur in Hidalgo County, Texas. Any civil action or legal proceeding arising out of or relating to this Bill of Sale/Assignment shall be brought in the courts of record of the State of Texas in Hidalgo County. Each party consents to the jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court. Service of any court paper may be effected on such party by mail, as provided in this Bill of Sale/Assignment, or in such other manner as may be provided under applicable laws, rules of procedure or local rules.

6. **ATTORNEYS FEES AND COSTS.** In the event of any litigation or arbitration arising out of this Bill of Sale/Assignment, the prevailing party will be entitled to recover all expenses and costs incurred in connection therewith, including reasonable attorneys' fees and

costs at both trial and appellate levels.

7. **BINDING EFFECT.** This Bill of Sale/Assignment will be binding upon, and will inure to the benefit of the parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

8. **GOVERNING LAW.** This Bill of Sale/Assignment will be governed by and construed and enforced in accordance with the internal laws of the State of Texas without regard to principles of conflicts of laws.

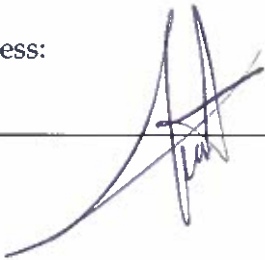
9. **COUNTERPARTS.** This Bill of Sale/Assignment maybe executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

10. **CONTRACT.** Nothing contained in this Bill of Sale/Assignment will be deemed or construed as relieving the Assignor or Assignee of their respective duties and obligations under the Contract.

THIS BILL OF SALE/ASSIGNMENT has been executed by Assignor and Assignee on the Transfer Date.

Witness:

By: _____



Witness:

By: _____



Assignor:

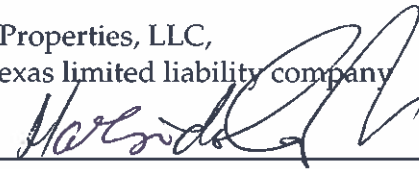
By: Miguel L. Barbosa, Jr.
Miguel L. Barbosa, Jr.

By: Rosario Barbosa
Rosario Barbosa

Assignee:

BS Properties, LLC,
a Texas limited liability company

By: _____
Its: _____



January 23, 2013

Miguel L. Barbosa, Jr. and wife,
Rosario Barbosa
BS Properties, LLC, a Texas limited liability company
c/o Valley Land Title Co.

Re: Bill of Sale / Assignment
Our File No. 2225-4 GF 132362

Dear Sir/Madam:


This firm has prepared the documents for the above transaction. In preparing such documents, we have represented solely the interests of the title company, Valley Land Title Co. Attorney's fees set forth on your closing statement are incurred by the Title Company but paid by you. Since in preparing these documents we have not represented your interest, you are free to engage an attorney of your choice to review the documents for you and otherwise represent you in connection with the closing of this transaction.

Very truly yours,
**KITTLEMAN, THOMAS,
& GONZALES, P.L.L.C.**

Scott A. Walsh

ACCEPTED AND AGREED TO:

By: 
Miguel L. Barbosa, Jr.

By: 
Rosario Barbosa

BS Properties, LLC,
a Texas limited liability company

By: 
Its: _____