

TERMINATION OF ASSIGNMENT OF LEASES AND RENTS

Unit Premises #05-74
Olive Branch, MS

KNOW ALL MEN BY THESE PRESENTS: That Dresdner Bank AG, a bank organized under the laws of Germany, acting through its New York Branch, with a mailing address of 1301 Avenue of the Americas, New York, New York, 10019, as collateral agent ("Assignee"), the owner and holder of a certain Assignment of Leases and Rents executed by Fayette Funding, Limited Partnership, a Delaware limited partnership ("Assignor"), to Assignee, dated as of August 30, 1999 and recorded September 3, 1999, in Book 82, Page 435, in the Office of the Chancery Clerk of DeSoto County, Mississippi, securing the performance and payment of certain obligations more particularly described in the Assignment by charging the real property described in the Assignment (and the rents, revenues, issues, income and profits thereof) and located in said State and County described as follows, to wit:

See Exhibit A attached hereto and made a part hereof,

in consideration of Ten Dollars and No/100 (\$10.00) hereby releases said real property from the lien of the Assignment and directs the Public Records of DeSoto County to discharge same of record.

WITNESS its hand this 21st day of JANUARY, 2004⁵

DRESDNER BANK AG, acting through its New York Branch, as Collateral Agent and as Assignee.

By: *S. Kovach*

Print Name: Stephen Kovach
Vice President

Its: _____

Attest: *B. McDonald*
By: BELINDA McDONALD
ADMINISTRATIVE ASSISTANT

By: *Joseph M. Mormak*

Print Name: Joseph M. Mormak
Vice President

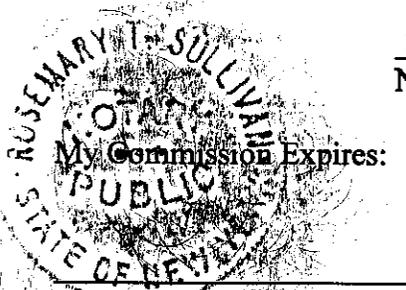
Its: _____

Attest: *B. McDonald*
By: BELINDA McDONALD
ADMINISTRATIVE ASSISTANT

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

Personally appeared before me, the undersigned authority in and for the said county and state, on this 21st day of JANUARY, 2004⁵, within my jurisdiction, the within named STEPHEN KOVACH, duly identified before me, who acknowledged that ~~he~~ is VICE PRESIDENT of Dresdner Bank AG, acting through its New York Branch and that for and on behalf of said corporation, and its act and deed, ~~he~~ executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Rosemary J. Sullivan
Notary Public



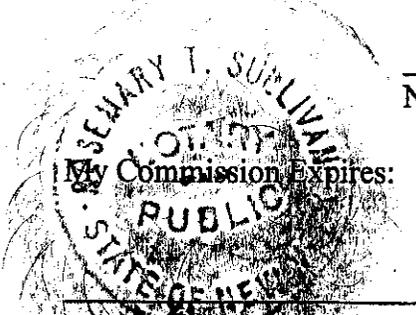
ROSEMARY T. SULLIVAN
Notary Public, State of New York
No. 01SU4773573
Qualified in Queens County
Commission Expires Nov. 30, 20 06

(Affix official seal)

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

Personally appeared before me, the undersigned authority in and for the said county and state, on this 21st day of JANUARY, 2004⁵, within my jurisdiction, the within named JOSEPH M. MORAK, duly identified before me, who acknowledged that ~~he~~ is VICE PRESIDENT of Dresdner Bank AG, acting through its New York Branch and that for and on behalf of said corporation, and its act and deed, ~~he~~ executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Rosemary J. Sullivan
Notary Public



ROSEMARY T. SULLIVAN
Notary Public, State of New York
No. 01SU4773573
Qualified in Queens County
Commission Expires Nov. 30, 20 06

(Affix official seal)

This Document Prepared By:

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Grantor:

Dresdner Bank AG
c/o Dresdner Kleinwort Wasserstein
Attention: Stephen Kovach
1301 Avenue of the Americas
New York, NY 10019
Telephone: (212) 895-1774
Telephone: NA

Grantee's Name:

Fayette Funding, Limited Partnership
c/o ML Leasing Equipment Corp.
Four World Financial Center
New York, NY 10080
Telephone: (212) 294-6676
Telephone: (NA)

EXHIBIT A**LEGAL DESCRIPTION**

Legal Description of a 0.57, more or less (24,904 more or less square feet) acre tract of land located in the Northwest Quarter in Section 32, Township 1 South, Range 6 West, DeSoto County, Mississippi, and is further described as follows:

Beginning at the accepted Northwest corner of Section 32, Township 1 South, Range 6 West; thence South 89 degrees, 18 minutes, 00 seconds East 3211.06 feet to a point; thence South 00 degrees 42 minutes 00 seconds West 98.66 feet to a 1/2 iron pin (found) on the South right-of-way line of Goodman Road (right-of-way varies) and at the Northwest corner of proposed Lot 2 Village Shops of Crumpler Place Phase 2; thence along the South right-of-way line of Goodman Road South 89 degrees 17 minutes 59 seconds East 137.54 feet to a R.O.W. monument found; thence South 45 degrees 39 minutes 15 seconds East 77.55 feet to a 1/2 inch iron pin (found); said point being the true Point of Beginning of said tract of land; thence South 45 degrees 39 minutes 20 seconds East 46.37 feet to a found concrete monument; thence South 51 degrees 02 minutes 27 seconds East for a distance of 80.29 feet to a found 1/2" rebar; thence South 38 degrees 57 minutes 33 seconds West for a distance of 260.14 feet to a PK Nail (found) in the centerline of Lodging Lane (40' wide private drive) thence North 51 degrees 00 minutes 04 seconds West for a distance of 69.58 feet to a PK Nail (found); thence North 38 degrees 57 minutes 33 seconds East for a distance of 20.00' to an iron pin set; thence North 25 degrees 51 minutes 42 seconds East for a distance of 250.97 feet to the Point of Beginning containing 0.57 more or less (24,904. more or less, square feet) acres being subject to all codes, regulations, restrictions, rights-of-way, and easements of record, according to a survey by Stock and Associates Consulting Engineers, Inc. dated 6/23/99 by Thomas O. Dorsey, Mississippi P.L.S. No.1720.

Also described as: Lot 3 of Phase II, Lot 3 Village Shops of Crumpler Place, according to the plat thereof recorded in Plat Book 66 Page 21 of the Office of Chancery Clerk of DeSoto County, Mississippi.