

This Instrument prepared by:

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Bridgforth & Buntin
1607 State Line Road
Southaven, Mississippi 38671
Mississippi Bar #4547

Upon recording return to:

~~Alston~~ Return To: First American Title Insurance Company
~~1201~~ 2001 Airport Road, Suite 301, Flowood, MS 39232
Atlanta 601-366-1222
(404) ~~8~~
Attn: Josh Lynch, Esq.

**TERMINATION OF LEASE SUPPLEMENT AND MEMORANDUM OF LEASE
WITH DEED OF TRUST PROVISIONS**

WHEREAS, MHC B (USA) Leasing and Finance Corporation ("MHC B") and Industrial Developments International, Inc. ("IDI") entered into (i) that certain Lease and Security Agreement dated as of May 25, 2007, as evidenced by that certain Lease Supplement and Memorandum of Lease with Deed of Trust Provisions dated as of May 25, 2007 and recorded in Deed Book 120, Page 427 of the DeSoto County, Mississippi public records (collectively, the "Supplement"), and (ii) that certain Ground Lease dated as of June 25, 2008 and recorded in Deed Book 120, Page 406 of the DeSoto County, Mississippi public records (as amended, the "Ground Lease"; together with the Supplement, referred to herein as the "Leases") all with respect to certain land and improvements located in DeSoto County, Mississippi and more particularly described on Exhibit A attached hereto (the "Property");

WHEREAS, MHC B and IDI have agreed and desire to (i) terminate each of their respect right, title and interest in, to and under the Leases, and (ii) release all security interests and liens granted pursuant to the Leases; and

WHEREAS, MHC B does hereby certify and acknowledge that the outstanding indebtedness secured by the Leases has been fully paid and discharged.

IN CONSIDERATION of the above, MHC B and IDI each hereby irrevocably and unconditionally (a) remises, releases, quitclaims, grants and conveys without warranty unto the owner of the Property encumbered by the Leases each of their respect right, title and interest in, to and under the Leases, (b) certifies that the Leases are cancelled and satisfied in full and of no further force and effect, (c) releases the Property from the lien and effect of the Leases, and (d) directs that the Leases to be forever discharged and expunged from the public records.

(Signatures Begin on Next Page)

IN WITNESS WHEREOF, MHC B and IDI, by their respective duly elected officers have duly executed, acknowledged and delivered this instrument as of the day and year first above written.

MHC B:

MHC B (USA) LEASING & FINANCE CORPORATION, a New York corporation

By: A Tate
Name: Seiji Tate
Title: Vice President

[SEAL]

STATE OF ~~GEORGIA~~ ^{New York})
COUNTY OF ~~FULTON~~ ^{New York})

Personally appeared before me, the undersigned authority in and for the said County and State, on this 17 day of May, 2011, within my jurisdiction, the within named Seiji Tate, who acknowledged that (he)(she) is Vice President of MHC B (USA) LEASING & FINANCE CORPORATION, a New York corporation, and that for and on behalf of the said corporation, and as its act and deed (he)(she) executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

M Gabriellini (NOTARY PUBLIC)

(Affix official seal, if applicable)

My Commission Expires: _____

MELISSA GABRIELLINI
Notary Public, State of New York
NO. 01GA6112613
Qualified In Richmond County
My Commission Expires July 6, 20 12

IDI:

**INDUSTRIAL DEVELOPMENTS
INTERNATIONAL, INC.**, a Delaware
corporation

By: *David R. Birdwell*
Name: David R. Birdwell
Title: Secretary

[SEAL]

STATE OF GEORGIA)
)
COUNTY OF FULTON)

Personally appeared before me, the undersigned authority in and for the said County and State, on this 12 day of May, 2011, within my jurisdiction, the within named DAVID R. BIRDWELL, who acknowledged that (he)(she) is SECRETARY of INDUSTRIAL DEVELOPMENTS INTERNATIONAL, INC., a Delaware corporation, and that for and on behalf of the said corporation, and as its act and deed (he)(she) executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Carmen N. Burns (NOTARY PUBLIC)

(Affix official seal, if applicable)

My Commission Expires: _____

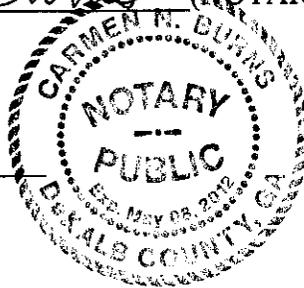


Exhibit A**Legal Description of the Property**

Property description of part of the Industrial Developments International, Inc. property as described in Book 504 Page 356 in the Northwest Quarter of Section 19, Township 1 South, Range 5 West in Olive Branch, Desoto County, Mississippi:

Commencing at the recognized and accepted Northwest corner of Section 19, Township 1 South, Range 5 West in Olive Branch, Desoto County, Mississippi; thence South 00 Degrees 49 Minutes 44 Seconds East with the east line of Polk Lane a distance of 1499.02 feet to a point; thence South 00 Degrees 47 Minutes 16 Seconds East with the east line of Polk Lane a distance of 969.45 feet to a point of curvature; thence southeastwardly along a curve to the left having a radius of 35.00 feet a distance of 54.73 feet (chord = South 45 Degrees 34 Minutes 52 Seconds East 49.32 feet, Delta = 89 Degrees 35 Minutes 13 Seconds) to a point of tangency in the north line of Kirk Road (34 feet from centerline); thence North 89 Degrees 37 Minutes 31 Seconds East a distance of 545.27 feet to an iron pin set, said iron pin being the true point of beginning; thence North 00 Degrees 47 Minutes 16 Seconds West a distance of 974.21 feet to an iron pin set; thence North 89 Degrees 12 Minutes 44 Seconds East a distance of 1745.50 feet to an iron pin set; thence South 00 Degrees 47 Minutes 16 Seconds East a distance of 787.96 feet to an iron pin set; thence North 89 Degrees 12 Minutes 44 Seconds East a distance of 25.98 feet to an iron pin set; thence South 00 Degrees 47 Minutes 16 Seconds East a distance of 199.02 feet to an iron pin set in the north line of Kirk Road; thence South 89 Degrees 37 Minutes 31 Seconds West with the north line of Kirk Road a distance of 1771.52 feet to the point of beginning and containing 39.41 acres.