

Prepared by:

Michael A. Boyd  
600 Travis, Suite 4200  
Houston, TX 77002  
Telephone: (713) 220-3920

Rod Clement (MS Bar No. 6294)  
188 E. Capitol Street, Suite 400  
Jackson, MS 39201  
Telephone: (601) 592-9944

After recording return to:

Return To: First American Title Insurance Company  
2001 Airport Road, Suite 301  
Flowood, MS 39232  
Attn: Melissa Holyfield  
(601) 366-1222

Indexing instructions: NW 1/4 of Section 19, Township 1 S, Range 5 W [or lot and block, if applicable], De Soto County, Mississippi

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER**

**ASSIGNMENT OF LEASES AND RENTS**

THE STATE OF MISSISSIPPI  
COUNTY OF DESOTO

§  
§  
§

KNOW ALL PERSON BY THESE PRESENTS:

THIS ASSIGNMENT OF LEASES AND RENTS ("Assignment") is made as of the 2 day of November, 2011, by CROSSROADS DISTRIBUTION CENTER BUILDING C, LLC, a Delaware limited liability company, whose mailing address is c/o Industrial Developments International, Inc., 1100 Peachtree Street, Suite 1100, Atlanta, Georgia 30309, (hereinafter called "Assignor") to JPMORGAN CHASE BANK, N.A., a national banking association (hereinafter called "Lender").

W I T N E S S E T H T H A T:

1. Grant of Assignment. This ASSIGNMENT is granted pursuant to the terms, provisions and conditions of the agreement captioned "Construction Loan and Security Agreement" dated effective of even date herewith by and between Assignor and Lender (as the same may be amended from time to time, the "Loan Agreement"). CAPITALIZED TERMS USED HEREIN WHICH ARE NOT OTHERWISE SPECIFICALLY DEFINED SHALL HAVE THE SAME MEANING HEREIN AS IN THE LOAN AGREEMENT.

Assignor, for good and valuable consideration, receipt of which is hereby acknowledged, hereby presently, irrevocably, absolutely and unconditionally grants, transfers and assigns to Lender as security for the payment and performance of the Obligations, all of Assignor's present and future right, title and interest in, to and under: (a) all leases, subleases, rental agreements or other occupancy agreements now or hereafter in existence (singly and collectively, the "Leases") with respect to all or any portion of the real property located in the City of Olive Branch, County of DeSoto, State of Mississippi and which is more particularly described on Exhibit A attached hereto and incorporated herein (collectively, the "Property"); (b) all rents, income and profits of any kind arising from such interests in the Leases and any renewals or extensions thereof for the use and occupation of all or any portion of the Property (including, without limitation, any amounts that are payable as a result of the early termination or surrender of any Leases); (c) all guaranties of and security for the Leases (including, without limitation, all deposits and all letters of credit now or hereafter deposited or issued as security for any of the Leases or for any such guaranties, the proceeds of any such deposits and letters of credit and any letter of credit rights and supporting obligations relating thereto); and (d) all proceeds of the foregoing. This is a present assignment and transfer of title, and is not intended to be merely a collateral assignment for purposes of security.

The only Lease existing as of the date hereof is described on Exhibit B attached hereto.

Assignor is the owner of the Property.

The Obligations (as hereinafter defined) are also secured by that certain Construction Loan Deed of Trust, Security Agreement and Fixture Filing (Securing Present and Future Advances) with respect to the Property of even date herewith granted by Assignor to Jacqueline P. Yardley, Trustee for the benefit of Lender, which is to be recorded prior hereto (the "Deed of Trust").

This Assignment is intended by Assignor and Lender to create and shall be construed to create a present, unconditional and absolute assignment to Lender of all of

Assignor's right, title and interest in all such rents, income and profits and in the Leases and shall not be deemed to create a security interest therein for the payment of any indebtedness or the performance of any obligations of Assignor under the Deed of Trust, and other instruments and agreements given to secure the Note and other Loan Documents (collectively, the "Security Documents"). Assignor and Lender further agree that, during the term of this Assignment, all such rents, income and profits shall not constitute property of Assignor (or of any estate of Assignor) within the meaning of 11 U.S.C. 541, as amended from time to time. By its acceptance of this Assignment and so long as a Default shall not have occurred and be continuing under the Loan Documents, Lender hereby grants to Assignor a revocable license to enforce the Leases and to collect all such rents, income and profits.

Upon the occurrence of a Default and at any time thereafter during the continuance thereof, Lender shall have the right to revoke the license granted to Assignor hereunder by giving written notice of such revocation to Assignor. Upon such revocation, Assignor shall promptly deliver to Lender all such rents, income and profits then held by Assignor and Lender shall thereafter be entitled to enforce the Leases, to collect and receive, without deduction or offset, all rents, income and profits payable thereunder, including but not limited to, all rents, income and profits which were accrued and unpaid as of the date of such revocation and to apply all such rents, income and profits as provided in Section 5 hereof.

2. Obligations Secured. THIS ASSIGNMENT is made in consideration of and in connection with the following "Obligations":

2.1 The payment of the principal sum, interest at variable rates, charges and indebtedness evidenced by: (i) the Promissory Note dated of even date herewith which was issued by Assignor to Lender (the "Closing Note") pursuant to the Loan Agreement in the original face amount of Seven Million One Hundred Thirty-Five Thousand and No/100 Dollars (\$7,135,000.00), (ii) any "Substitute Note(s)" delivered to Lender pursuant to the Loan Agreement and (iii) any and all past, concurrent or future modifications, extensions, renewals, rearrangements, replacements and increases of the Closing Note or any such Substitute Note(s); (the Closing Note, any Substitute Note(s) and any and all such past, concurrent or future modifications, extensions, renewals, rearrangements, replacements and increases are hereinafter singly and collectively referred to as the "Note");

2.2 The payment, performance, discharge and satisfaction of each covenant, warranty, representation, undertaking and condition to be paid, performed, satisfied and complied with by Assignor under and pursuant to this Assignment or the Loan Agreement and also by Assignor under and pursuant to each of the other Loan Documents (including, without limitation, the Environmental Indemnity Agreement) referred to in, or executed in connection with, the Loan Agreement;

2.3 The payment of all costs, expenses, legal fees and liabilities incurred by Lender in connection with the enforcement of any of Lender's rights or remedies under this Assignment, the other Loan Documents (including, without limitation, the Environmental Indemnity Agreement), or any other instrument, agreement or document which evidences or secures any other Obligations or collateral therefor, whether now in effect or hereafter executed;

2.4 All obligations of Assignor to be paid, performed, satisfied and complied with under and with respect to any so-called interest rate "swap", "cap", "collar" or "hedge" agreement or any other interest rate protection agreement (however denominated) now or hereafter entered into by and between Assignor and Lender or any Affiliate of Lender, together with each amendment, extension, modification, replacement or recasting of any one or more of any such agreements;

2.5 The payment, performance, discharge and satisfaction of all other liabilities and obligations of Assignor to Lender, whether now existing or hereafter arising, direct or indirect, absolute or contingent under any of the Loan Documents (including, without limitation, the Environmental Indemnity Agreement) and each amendment, extension, modification, replacement or recasting of any one or more of the instruments, agreements and documents referred to herein or therein or executed in connection with the transactions contemplated hereby or thereby;

3. Warranties and Representations. ASSIGNOR WARRANTS AND REPRESENTS that it is and shall be in the future the sole owner of the entire interests described in Section 1 above and that no rent reserved in the Leases has been or will be in the future otherwise assigned or anticipated, and that no rent for any period subsequent to the date of this Assignment will be collected more than one (1) month in advance except for security deposits and last month's rents taken in the ordinary course of business pursuant to Approved Leases (as defined in the Loan Agreement).

ASSIGNOR FURTHER WARRANTS AND REPRESENTS that, as of the date hereof: (a) to the knowledge of Assignor all presently existing Leases and Lease guaranties are in full force and effect; (b) true and complete copies of all presently existing Leases and Lease guaranties, together with all amendments and modifications (if any), have been previously delivered to Lender; (c) except as disclosed in writing to Lender, to the knowledge of Assignor, no material default exists on the part of any of the lessees or tenants under any presently existing Leases or of Assignor as lessor in the payment or performance of any of the terms, covenants, provisions or agreements in any of the Leases; (d) except as disclosed in writing to Lender, to the knowledge of Assignor, there exists no condition which with the giving of notice or the passage of time or both would constitute a monetary default or a material non-monetary default on the part of any of the lessees or Assignor under any of the Leases; and (e) no security deposit or advance rental payment has been made by any lessee under the Leases, except as has been disclosed in writing to Lender.

4. Covenants.

4.1 Affirmative Covenants. Assignor shall (i) duly and punctually observe, perform and discharge in all material respects the obligations, terms, covenants, conditions and warranties of Assignor as landlord under the Leases, (ii) give prompt notice to Lender of any failure on the part of Assignor to observe, perform and discharge the same or of any written claim of default made by any tenant under a Lease (a "Lessee") of any such failure by Assignor, (iii) enforce in a commercially reasonable manner the performance of each and every material obligation, term, covenant, condition and agreement in the Leases to be performed by any Lessee or any guarantor, (iv) appear in and defend any action or proceeding arising under, occurring out

of or in any manner connected with the Leases or the obligations, duties or liabilities of Assignor thereunder, do so in the name and on behalf of Lender upon request by Lender, but at the expense of Assignor, and pay all costs and expenses of Lender, including reasonable attorneys' fees and disbursements, in any action or proceeding in which Lender may appear, (v) cause each Lessee under a any Lease demising more than seventy-eight thousand (78,000) square feet (any such Lease, a "Major Lease") of the Improvements (as defined in the Loan Agreement) to execute and deliver to Lender subordination, non-disturbance and attornment agreements substantially in form acceptable to Lender promptly upon execution of such Major Lease (with such revisions as shall be acceptable to Lender), (vi) at the request of Lender, in confirmation of the assignment and transfer contemplated by this Assignment, execute and deliver to Lender assignments and transfers of all future Leases upon the same terms and conditions as contained in this Assignment, and (vii) make, execute and deliver to Lender upon demand and at any time or times, any and all assignments and other documents and instruments which Lender may deem advisable to carry out the true purposes and intent of the assignment set forth in this Assignment.

4.2 Negative Covenants. Unless Assignor first obtains the written consent of Lender, Assignor shall not (i) cancel, terminate or consent to any surrender of any Major Lease unless such Major Lease is immediately replaced with a Lease with comparable or better terms or unless compelled to do under court order, (ii) commence any action of ejectment or any summary proceedings for dispossession of Lessee under any Major Lease or exercise any right of recapture provided in any Major Lease unless such Major Lease is immediately replaced with a Lease with comparable or better terms, (iii) materially and adversely modify or alter the terms of any Major Lease, (iv) waive or release any Lessee or any guarantors under a Major Lease from any material obligations or conditions to be performed by such Lessee or guarantors unless such guarantors are immediately replaced with guarantors of equal or greater net worth, (v) enter into any Lease of any part of the Property unless such Lease constitutes an Approved Lease, (vi) renew or extend the term of any Major Lease, except as required under the terms of such Lease, (vii) except as required under the terms of a Major Lease, consent to any subletting of the Property under a Major Lease, to any assignment of any Major Lease by the Lessee thereunder, or to any assignment of or further subletting of any sublease of any Major Lease; provided that Lender's written consent shall not be required for Assignor to consent to a subletting of a portion (such portion not to exceed fifty percent (50%) of the square feet demised under such Major Lease, whether pursuant to one sublease or in the aggregate) of the Property under any Major Lease or sublease thereof to the extent that such Assignor's consent to subletting or further subletting does not release the tenant under such Major Lease from liability under the applicable Lease, (viii) receive or collect any Rents (as defined in the Loan Agreement) from any Lessee for a period of more than one month in advance, (ix) further pledge, transfer, mortgage or otherwise encumber or assign future payments of Rents, or (x) waive, excuse, condone, discount, set off, compromise, or in any manner release or discharge any Lessee under any Lease of and from any material obligations, covenants, conditions and agreements to be kept, observed and performed by such Lessee, including the obligation to pay Rents thereunder, in the manner and at the time and place specified therein.

5. Further Terms, Covenants and Conditions. THIS ASSIGNMENT is made on the following terms, covenants and conditions:

5.1 Prior to Default. Notwithstanding that this Assignment constitutes a present, absolute assignment of the Leases and all rents, income and profits therefrom, so long as no Default exists, Assignor shall have the right and license to collect at the time of, but not more than one (1) month prior to, the date provided for the payment thereof, all rents, income and profits arising under the Leases or from the premises described therein and, subject to the provisions of the other Loan Documents, to retain, use and enjoy the same.

5.2 After Default. At any time when a Default exists and is continuing, Lender, without in any way waiving such Default, may at its option, by notice to Assignor, and without regard to the adequacy of the security for the Obligations under the other Security Documents revoke the right and license granted above to Assignor and:

- (a) Authorize and direct the lessees named in any existing Leases or any other or future lessees or occupants of the Property, upon receipt from Lender of written notice to the effect that Lender is then the holder of this Assignment and that a Default exists, to pay over to Lender all rents, income and profits arising or accruing under the Leases or from the Property and to continue to do so until otherwise notified in writing by Lender. Assignor agrees that every lessee and occupant shall have the right to rely upon any such statement and request by Lender that lessee or occupant shall pay such rents to Lender without any obligation or right to inquire as to whether such Default actually exists notwithstanding any notice from or claim of Assignor to the contrary and that Assignor shall have no right or claim against lessees or occupants for any such rent so paid by lessees or occupants to Lender after such notice to the lessee or occupant by Lender;
- (b) Either in person or by agent, with or without bringing any action or proceedings, or by a receiver appointed by a court, take possession of the Property and have, hold, manage, lease and operate the same on such terms and for such period of time as Lender may deem proper and, either with or without taking possession of the Property in its own name, demand, sue for, or otherwise collect and receive, all rents, income and profits of the Property, including those past due and unpaid, with full power to make from time to time all improvements, alterations, renovations, repairs and replacements thereto or thereof as may seem proper to Lender; and
- (c) Apply such rents, income and profits to the payment of:
  - (i) all reasonable expenses of managing the Property including, without being limited thereto, the salaries, fees and wages of a managing agent and such other employees

as Lender may deem necessary or desirable, and all expenses of operating and maintaining the Property, including, without being limited thereto, all taxes, charges, claims, assessments, water rents, sewer rents and other liens, and premiums for all insurance which Lender may deem necessary or desirable, the payment or refund of security deposits, or interest thereon, and the cost of all improvements, alterations, renovations, repairs or replacements, and all expenses incident to taking and retaining possession of the Property; and

- (ii) all sums which Assignor is responsible to pay under the Deed of Trust, and the principal sum, interest and indebtedness secured hereby and by the Deed of Trust, and all other Obligations together with all reasonable costs and reasonable attorneys' fees, in such order of priority as to any of the items mentioned in this clause (c), as Lender in its sole discretion may determine, any statute, law, custom, or use to the contrary notwithstanding.

The exercise by Lender of the option granted it in this Section 5.2 and the collection of any such rents, income and profits and the application thereof as herein provided shall not be considered a waiver by Lender of any Default.

In addition to its rights set forth above, Lender shall have all of its rights and may exercise all of its remedies under the other Loan Documents including, without limitation, under the Deed of Trust.

5.3 Continuing Effect. Upon payment in full to Lender of the principal sum, interest, indebtedness and other Obligations secured hereby and by the Deed of Trust, this Assignment shall become and be void and of no effect, but the affidavit of any officer, agent, or attorney of Lender made in good faith showing any part of said principal, interest, indebtedness or other Obligations to remain unpaid shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this Assignment and any person may, and is hereby authorized to, rely thereon. The discharge of record of the Deed of Trust shall constitute a discharge of this Assignment and a release of Lender's interest in the Leases and rents assigned hereby and the reassignment thereof (without recourse to Lender) to Assignor and all those claiming of record by, through or under Assignor.

5.4 No Waiver; Concurrent Rights. Nothing contained in this Assignment and no act done or omitted by Lender pursuant to the powers and rights granted it hereunder shall be deemed to be a waiver by Lender of its rights and remedies hereunder or any one or more of the other Loan Documents, and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Lender under the terms of any of the other Loan Documents. The right of Lender to collect said principal sums, interest and indebtedness and to enforce any other security therefor held by it may be exercised by Lender either prior to, simultaneously with, or subsequent to any action taken by Lender hereunder.

5.5 No Liability. Lender shall not be liable for any loss sustained by Assignor resulting from Lender's failure to let the Property after any Default or from any other act or omission of Lender in managing the Property after any Default unless such loss is caused by the gross negligence or willful misconduct of Lender. Lender shall not be obligated to perform or discharge, nor does Lender hereby undertake to perform or discharge, any obligation, duty or liability under the Leases, under any ground lease, or under or by reason of this Assignment, and Assignor shall, and does hereby agree to, indemnify Lender for, and to defend and hold Lender harmless from, any and all liability, loss or damage which may or might be incurred under or by reason of this Assignment and from any and all claims and demands whatsoever which may be asserted against Lender by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases or any ground lease. Should Lender incur any such liability under the Leases or under or by reason of this Assignment, or in defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees shall be secured hereby and by the Deed of Trust and by the other collateral for the Obligations and Assignor shall reimburse Lender therefor immediately upon demand and upon the failure of Assignor so to do, Lender may, at its option, declare all sums secured hereby immediately due and payable. It is further understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of the Property upon Lender, nor for the carrying out of any of the terms and conditions of the Leases or any ground lease; nor shall it operate to make Lender responsible or liable for any waste committed on the Property by tenants or any other parties, or for any dangerous or defective condition of the Property, or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, licensee, employee or stranger.

**WITHOUT LIMITATION, THE FOREGOING INDEMNITIES SHALL APPLY TO EACH INDEMNIFIED PERSON WITH RESPECT TO MATTERS WHICH IN WHOLE OR IN PART ARE CAUSED BY OR ARISE OUT OF, OR ARE CLAIMED TO BE CAUSED BY OR ARISE OUT OF, THE NEGLIGENCE (WHETHER SOLE, COMPARATIVE OR CONTRIBUTORY) OR STRICT LIABILITY OF SUCH (AND/OR ANY OTHER) INDEMNIFIED PERSON. HOWEVER, SUCH INDEMNITIES SHALL NOT APPLY TO A PARTICULAR INDEMNIFIED PERSON TO THE EXTENT THAT THE SUBJECT OF THE INDEMNIFICATION IS CAUSED BY OR ARISES OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THAT INDEMNIFIED PERSON.**

5.6 Lender's Option to Subordinate. Lender may, at its option, exercisable at any time, unilaterally subordinate (or cause to be subordinated) the lien of the Deed of Trust to any Lease.

5.7 Effect of Foreclosure Deed. Unless a Lease is subordinate to the Deed of Trust and is terminated by its foreclosure, upon the issuance of any deed or deeds pursuant to a foreclosure of the Deed of Trust, all right, title and interest of Assignor in and to the Leases shall, by virtue of this instrument and such deed or deeds, thereupon vest in and become the absolute property of the grantee or grantees in such deed or deeds without any further act or assignment by Assignor. Assignor hereby irrevocably appoints Lender and its successors and assigns as its agent and attorney in fact to execute all instruments of assignment for further assurance in favor

of such grantee or grantees in such deed or deeds as may be necessary or desirable for such purpose.

5.8 Upon Termination of Lease in Bankruptcy. In the event any lessee under any of the Leases should be the subject of any proceeding under the Federal Bankruptcy Code, as amended from time to time, or any other federal, state or local statute which provides for the possible termination or rejection of the Leases assigned hereby, Assignor covenants and agrees that, if any of the Leases is so terminated or rejected, no settlement for damages shall be made without the prior written consent of Lender, in each instance, and any check in payment of damages for termination or rejection of any such Lease will be made payable both to Assignor and Lender. Assignor hereby assigns any such payment to Lender for its benefit, and Assignor further covenants and agrees that upon the request of Lender after a Default, Assignor will duly endorse to the order of Lender any such check, the proceeds of which will be applied to the indebtedness secured by this Assignment. Assignor hereby irrevocably appoints Lender and its successors and assigns as Assignor's attorney-in-fact to so endorse any such checks if Assignor does not do so.

5.9 Conflicts. In the event of any conflict between this Assignment and (a) the Loan Agreement, the Loan Agreement shall govern, (b) the Deed of Trust, the Deed of Trust shall govern, or (c) any of the other Loan Documents, this Assignment shall govern.

5.10 Notices. Any notice or communications in connection herewith shall be sufficiently given only if given in the manner provided for in Section 10.01 of the Loan Agreement.

5.11 Grace Periods and Notice. The grace period and notice provisions set forth in Section 8.01 of the Loan Agreement shall be applicable to any default under this Assignment.

5.12 Governing Law. Subject to Section 10.09 of the Loan Agreement, this Assignment shall be governed by and enforced in accordance with the internal laws of the State where the Property is located.

5.13 Successors and Assigns. This Assignment, together with the covenants and warranties herein contained, shall inure to the benefit of Lender and its successors and assigns under the Loan Documents. This Assignment shall be binding upon Assignor, its successors and assigns and any subsequent owner of the Property; provided, however, except as permitted under Section 10.04 of the Loan Agreement, Assignor may not assign or delegate any of its rights, interests or obligations under this Assignment, the Note or any other Loan Document without Lender's prior written consent.

5.14 Counterparts. This Assignment may be executed in any number of counterparts.

5.15 Severability. If any provision of this Assignment is held to be invalid, illegal or unenforceable in any respect, this Assignment shall be construed without such provision and the validity, legality and enforceability of the remaining provisions of this Assignment shall not be affected thereby.

5.16 No Reduction of Obligations. Notwithstanding anything contained herein to the contrary, in no event shall this Assignment be deemed to reduce the Obligations by an amount in excess of the actual amount of cash received by Lender under the Leases, whether before, during or after the occurrence of a Default, and Assignor acknowledges that in no event shall the Obligations be reduced by the value from time to time of the rents, income and profits of or from the Property. In addition, Lender reserves the right, at any time, whether before or after the occurrence of a Default, to recharacterize this Assignment as merely constituting security for the Obligations of Assignor to Lender, which recharacterization shall be made by written notice delivered to Assignor. Lender's receipt of any rents, issues, and profits pursuant to this assignment after the institution of foreclosure proceedings, either by court action or by the private power of sale contained in any deed of trust now or hereafter securing the Note, shall not cure a Default, or affect such proceedings or sale. THIS ASSIGNMENT SHALL NOT CONSTITUTE OR EVIDENCE ANY PAYMENT WHATSOEVER ON ACCOUNT OF THE OBLIGATIONS AND THE OBLIGATIONS SHALL BE REDUCED BY AMOUNTS ONLY IF AND TO THE EXTENT THAT SUCH AMOUNTS ARE ACTUALLY PAID TO LENDER AND APPLIED BY LENDER IN REDUCTION OF THE UNPAID PRINCIPAL BALANCE OF THE OBLIGATIONS.

5.17 Maturity Date. For purposes of Miss. Code Ann. Section 89-5-19, the final maturity date of this Assignment is November<sup>21</sup>, 2011.

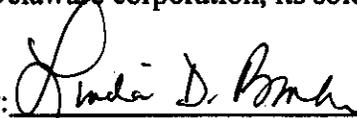
[Remainder of page intentionally left blank.  
Signatures on following page(s).]

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed and delivered, on the date beneath its signature, and effective as a sealed instrument, as of the date first above written.

ASSIGNOR:

CROSSROADS DISTRIBUTION CENTER  
BUILDING C, LLC,  
a Delaware limited liability company

By: Industrial Developments International, Inc.,  
a Delaware corporation, its sole member

By:   
Linda D. Booker, Treasurer

LENDER:

JPMORGAN CHASE BANK, N.A.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: November \_\_, 2011

STATE OF Georgia  
COUNTY OF Fulton

Personally appeared before me, the undersigned authority in and for the said county and state, on this 17 day of November, 2011, within my jurisdiction, the within named Linda D. Booker, who acknowledged to me that she is Treasurer of Industrial Developments International, Inc., the sole member of Crossroads Distribution Center Building C, LLC, a Delaware limited liability company, and that for and on behalf of said limited liability company, and as its act and deed, she executed the above and foregoing instrument, after first having been duly authorized by said limited liability company to do so.

Laura Taylor

Notary Public in and for the State of Georgia

Laura Taylor

Print Name

My Commission Expires: 7-25-14



IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed and delivered, on the date beneath its signature, and effective as a sealed instrument, as of the date first above written.

ASSIGNOR:

CROSSROADS DISTRIBUTION CENTER  
BUILDING C, LLC,  
a Delaware limited liability company

By: Industrial Developments International, Inc.,  
a Delaware corporation, its sole member

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: November \_\_, 2011

LENDER:

JPMORGAN CHASE BANK, N.A.

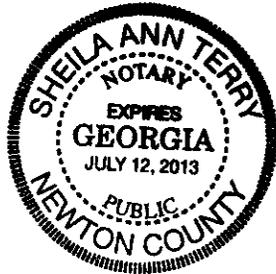
By:  \_\_\_\_\_  
Name: KURT E. SCHWARTZ  
Title: SR. CLIENT EXECUTIVE  
Date: November 18, 2011

STATE OF GA

COUNTY OF Newton

Personally appeared before me, the undersigned authority in and for the said county and state, on this 18~~th~~ day of November, 2011, within my jurisdiction, the within named KURT E. SCHWARZ, who acknowledged to me that he is SENIOR CLERK EXECUTIVE of JPMorgan Chase Bank, N.A., a national banking association, and that for and on behalf of said national banking association, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said national banking association to do so.

WITNESS my hand and official seal.



Sheila Ann Terry  
Notary Public (signature)

Sheila Ann Terry  
(Print Name)

My Commission Expires: July 12, 2013

## EXHIBIT A

## LEGAL DESCRIPTION

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 an iron pin found 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 936.48 feet to a point; thence South 00 Degrees 47 Minutes 16 Seconds East with the east line of Polk Lane a distance of 79.93 feet an iron pin found at the true point of beginning; thence North 89 Degrees 12 Minutes 44 Seconds East a distance of 580.00 feet to an iron pin found in the west line of Lot 4, Phase 1, Crossroad Distribution Center as recorded in Plat Book 104 Page 33; thence South 00 Degrees 47 Minutes 16 Seconds East with the west line of said Lot 4 a distance of 928.44 feet to a cross found in the north line of Kirk Road (34 foot right-of-way per Book 524 Page 231); thence South 89 Degrees 37 Minutes 31 Seconds West with the north line of Kirk Road a distance of 545.27 feet to a cross found at a point of curvature; thence northwestwardly along a curve to the right having a radius of 35.00 feet a distance of 54.73 feet (chord = North 45 Degrees 34 Minutes 52 Seconds West 49.32 feet, Delta = 89 Degrees 35 Minutes 13 Seconds) to an iron pin found in the east line of Polk Lane; thence North 00 Degrees 47 Minutes 16 Seconds West with the east line of Polk Lane a distance of 889.51 feet to the point of beginning and containing 537,028 square feet or 12.33 acres.