

STATE MS. - DESOTO CO. *mc*  
FILED *mc*

Nov 25 11 16 AM '03

BK 1877 PG 0684  
LE. DAY'S CH. CLK.

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional) Britton B. Green, Esq. (214) 659-4568
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Andrews Kurth LLP 1717 Main Street, Suite 3700 Dallas, Texas 75201 Attention: Britton B. Green, Esq.  (214) 659-4568

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME HERNANDO SHOPS, LLC			
OR	1b. INDIVIDUAL'S LAST NAME		
	FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 3200 West End Avenue, Suite 401			
CITY Nashville		STATE TN	POSTAL CODE 37203
COUNTRY USA			
1d. TAX ID #: SSN OR EIN 45-0499963	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION limited liability co.	1f. JURISDICTION OF ORGANIZATION Tennessee
		1g. ORGANIZATIONAL ID #, if any 0440634	<input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME			
OR	2b. INDIVIDUAL'S LAST NAME		
	FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS			
CITY		STATE	POSTAL CODE
COUNTRY			
2d. TAX ID #: SSN OR EIN 45-0499963	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION L.L.C.	2f. JURISDICTION OF ORGANIZATION Tennessee
		2g. ORGANIZATIONAL ID #, if any 0440634	<input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR/S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME GENERAL ELECTRIC CAPITAL CORPORATION			
OR	3b. INDIVIDUAL'S LAST NAME		
	FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS c/o GEMSA Loan Services, Inc. 1500 City West Blvd., Suite 200			
CITY Houston		STATE TX	POSTAL CODE 77042-2300
COUNTRY USA			

4. This FINANCING STATEMENT covers the following collateral:

All of the of personal property described in the Schedule of Collateral attached hereto, owned or hereafter acquired by Debtor and located on or about or in any way pertaining to the real property in DeSoto County, Mississippi, as more particularly described in EXHIBIT A attached hereto (the "Land") and Debtor's right, title and interest in the improvements constructed or to be constructed thereon (collectively, the "Mortgaged Property"), including fixtures.

5. ALTERNATIVE DESIGNATION (if applicable):	<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING
6. This FINANCING STATEMENT is to be filed (or recorded) in the REAL ESTATE RECORDS - Attach Addendum (if applicable)	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional) [ADDITIONAL FEE]		<input type="checkbox"/> All Debtors	<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2	

8. OPTIONAL FILER REFERENCE DATA  
DeSoto County/Magnolia Plaza/Loan No. 76-0030248/File #150968

**UCC FINANCING STATEMENT ADDENDUM**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

**9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT**

9a. ORGANIZATION'S NAME HERNANDO SHOPS, LLC			
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

**10. MISCELLANEOUS:**

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**11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names**

11a. ORGANIZATION'S NAME					
OR	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
11d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any	<input type="checkbox"/> NONE

**12.  ADDITIONAL SECURED PARTY'S or  ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)**

12a. ORGANIZATION'S NAME					
OR	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers  lumber to be cut or  as-extracted collateral, or is filed as a  fixture filing.

14. Description of real estate:

See attached Property Description

16. Additional collateral description:

See attached Schedule of Collateral

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

17. Check only if applicable and check only one box.

Debtor is a  Trust or  Trustee acting with respect to property held in trust or  Decedent's Estate

18. Check only if applicable and check only one box.

- Debtor is a TRANSMITTING UTILITY
- Filed in connection with a Manufactured-Home Transaction — effective 30 years
- Filed in connection with a Public-Finance Transaction — effective 30 years

**UCC FINANCING STATEMENT ADDENDUM**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT		
9a. ORGANIZATION'S NAME		
HERNANDO SHOPS, LLC		
OR		
9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

**SCHEDULE OF COLLATERAL**

**TO FINANCING STATEMENT BETWEEN  
HERNANDO SHOPS, LLC, AS DEBTOR, AND  
GENERAL ELECTRIC CAPITAL CORPORATION, AS SECURED PARTY**

The financing statement covers the following:

(a) all buildings, structures and other improvements, now or at any time situated, placed or constructed upon the Land (the "Improvements"),

(b) all materials, supplies, equipment, apparatus and other items of personal property now owned or hereafter acquired by Debtor and now or hereafter attached to, installed in or used in connection with any of the Improvements or the Land, and water, gas, electrical, storm and sanitary sewer facilities and all other utilities whether or not situated in easements (the "Fixtures"),

(c) all right, title and interest of Debtor in and to all goods, accounts, general intangibles, investment property, instruments, letters of credit, letter-of-credit rights, deposit accounts, documents, chattel paper and all other personal property of any kind or character, including such items of personal property as presently or hereafter defined in the UCC, now owned or hereafter acquired by Debtor and now or hereafter affixed to, placed upon, used in connection with, arising from or otherwise related to the Land and Improvements or which may be used in or relating to the planning, development, financing or operation of the Land, Improvements and Personalty, including, without limitation, furniture, furnishings, equipment, machinery, money, insurance proceeds, accounts, contract rights, software, trademarks, goodwill, promissory notes, electronic and tangible chattel paper, payment intangibles, documents, trade names, licenses and/or franchise agreements, rights of Debtor under leases of Fixtures or other personal property or equipment, inventory, all refundable, returnable or reimbursable fees, deposits or other funds or evidences of credit or indebtedness deposited by or on behalf of Debtor with any governmental authorities, boards, corporations, providers of utility services, public or private, including specifically, but without limitation, all refundable, returnable or reimbursable tap fees, utility deposits, commitment fees and development costs, and commercial tort claims arising from the development, construction, use, occupancy, operation, maintenance, enjoyment, acquisition or ownership of the Land, Improvements, and Fixtures (the "Personalty").

SCHEDULE OF COLLATERAL

Magnolia Plaza/147646  
Loan No. 76-0030248

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- (d) all reserves, escrows or impounds required under the Loan Agreement executed by Debtor and Secured Party and all deposit accounts (including accounts holding security deposits) maintained by Debtor with respect to the Land, Improvements and Personalty,
- (e) all plans, specifications, shop drawings and other technical descriptions prepared for construction, repair or alteration of the Improvements, and all amendments and modifications thereof (the "Plans"),
- (f) all leases, subleases, licenses, concessions, occupancy agreements, rental contracts, or other agreements (written or oral) now or hereafter existing relating to the use or occupancy of all or any part of the Land, Improvements, and Personalty, together with all guarantees, letters of credit and other credit support, modifications, extensions and renewals thereof (whether before or after the filing by or against Debtor of any petition of relief under 11 U.S.C. § 101 *et seq.*, as same may be amended from time to time (the "Bankruptcy Code")) and all related security and other deposits (the "Leases") and all of Debtor's claims and rights (the "Bankruptcy Claims") to the payment of damages arising from any rejection by a lessee of any Lease under the Bankruptcy Code,
- (g) all of the rents, revenues, issues, income, proceeds, profits, and all other payments of any kind under the Leases for using, leasing, licensing, possessing, operating from, residing in, selling or otherwise enjoying the Land, Improvements and Personalty whether paid or accruing before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code (the "Rents"),
- (h) all other agreements, such as construction contracts, architects' agreements, engineers' contracts, utility contracts, maintenance agreements, franchise agreements, service contracts, permits, licenses, certificates and entitlements in any way relating to the development, construction, use, occupancy, operation, maintenance, enjoyment, acquisition or ownership of the Land, Improvements and Personalty (the "Property Agreements"),
- (i) all rights, privileges, tenements, hereditaments, rights-of-way, easements, appurtenances and appurtenances appertaining to the foregoing, and all right, title and interest, if any, of Debtor in and to any streets, ways, alleys, strips or gores of land adjoining the Land or any part thereof,
- (j) all accessions, replacements and substitutions for any of the foregoing and all proceeds thereof,
- (k) all insurance policies (regardless of whether required by Secured Party), unearned premiums therefor and proceeds from such policies covering any of the above property now or hereafter acquired by Debtor,
- (l) all mineral, water, oil and gas rights now or hereafter acquired and relating to all or any part of the Land, Improvements, and Personalty,
- (m) all tradenames, trademarks, service marks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Land, Improvements and Personalty; and

(n) all of Debtor's right, title and interest in and to any awards, remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made by any governmental authority pertaining to the Land, Improvements, Fixtures or Personalty.

**EXHIBIT A  
LEGAL DESCRIPTION**

**Lot 2 of Kroger Center, a commercial subdivision located in Section 18, Township 3 South, Range 7 West, City of Hernando, DeSoto County, Mississippi and more particularly described in Plat Book 72 at Page 41, in the Office of the Chancery Clerk of DeSoto County, Mississippi.**

**Together with those rights and privileges set forth in that certain Declaration of Easements and Restrictions in Deed Book 377, Page 760, as amended by First Amendment to Declaration of Reciprocal Easements and Restrictions recorded February 26, 2003 in Book 438, Page 628.**