



**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]  
**Andrew L. Herz, Esq., 212-336-2910**

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Andrew L. Herz, Esq.  
 Patterson Belknap Webb & Tyler LLP  
 1133 Avenue of the Americas  
 New York, New York 10036

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  
**Industrial Developments International, Inc.**

OR

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
**3424 Peachtree Road, N.E. Atlanta Georgia 30326 USA**

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any  
**Corporation Delaware DE 2193224  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. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any  
 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  
**The Bank of Tokyo-Mitsubishi UFJ, Ltd.**

OR

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
**1251 Avenue of the Americas New York New York 10020 USA**

4. This FINANCING STATEMENT covers the following collateral:

See Exhibit A attached hereto and made a part hereof.

5. ALTERNATIVE DESIGNATION [if applicable]:  LESSEE/LESSOR  CONSIGNEE/CONSIGNOR  BAILEE/BAILOR  SELLER/BUYER  AG. LIEN  NON-UCC FILING

6.  This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional]  All Debtors  Debtor 1  Debtor 2

8. OPTIONAL FILER REFERENCE DATA  
**B0236-003 ("Building E") Filing Office: Office of the Chancery Clerk of DeSoto County, Mississippi**

1st Am. Note emv

**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

OR Industrial Developments International, Inc.

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. SEE INSTRUCTIONS ADDL INFO RE ORGANIZATION DEBTOR 11e. TYPE OF ORGANIZATION 11f. JURISDICTION OF ORGANIZATION 11g. ORGANIZATIONAL ID #, if any  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  timber to be cut or  as-extracted collateral, or is filed as a  fixture filing.

14. Description of real estate:

See Exhibit A attached hereto and made a part hereof.

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

Industrial Developments International, Inc.  
3424 Peachtree Road, N.E.  
Atlanta, Georgia 30326

16. Additional collateral description:

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

ATTACHMENT TO UCC-1 FINANCING STATEMENT RELATED TO INDUSTRIAL DEVELOPMENTS INTERNATIONAL, INC. AS DEBTOR AND THE BANK OF TOKYO-MITSUBISHI UFJ, LTD. AS SECURED PARTY WITH RESPECT TO THE STATELINE BUSINESS PARK PROJECT, BUILDING E, SOUTHAVEN, MISSISSIPPI

**EXHIBIT "A"**

**Item 4: The Collateral covered by the UCC-1 Financing Statement attached hereto consists of all of Debtor's rights, interests, and estates, now owned or hereafter acquired, in the Property (defined below).**

For the purposes of this UCC-1 Financing Statement, the following terms have the meanings specified below:

**"Debt"** shall mean the obligations of Debtor with respect (a) the payment of the indebtedness evidenced by the Loan Documents in lawful money of the United States of America; (b) the payment of interest, prepayment premiums, default interest, late charges, and other sums, as provided in the Loan Documents; (c) the payment of all other moneys agreed or provided to be paid by Debtor in the Loan Documents; (d) the payment of all sums advanced pursuant to the Mortgage to protect and preserve the Property and the lien and the security interest created thereby; and (e) the payment of all sums advanced and costs and expenses incurred by Secured Party in connection with the Debt or any part thereof, any renewal, extension, or change of or substitution for the Debt or any part thereof, or the acquisition or perfection of the security therefor, whether made or incurred at the request of Debtor or Secured Party.

**"Debtor"** shall mean **Industrial Developments International, Inc.**

**"Improvements"** shall mean the buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements, and improvements now or hereafter erected or located on the Land.

**"Land"** shall mean the real property described in Schedule A attached hereto.

**"Leases"** means all leases and other agreements affecting the use, enjoyment, or occupancy of the Land and the Improvements heretofore or hereafter entered into, including a guaranty of any such lease.

**"Loan Agreement"** shall mean that certain Loan Agreement dated as of March 14, 2006 by and between Debtor and Secured Party.

**"Loan Documents"** shall mean the Note, the Loan Agreement, the Mortgage, and all other documents executed and/or delivered in connection with the Debt.

**"Mortgage"** shall mean that certain Deed of Trust dated as of March 14, 2006 by and among Debtor as trustor, Secured Party as beneficiary, and Andrew L. Herz, Esq. as Trustee.

**"Note"** shall mean that certain promissory note dated as of March 14, 2006 issued by Debtor to Secured Party to evidence, inter alia, the obligations of Debtor to Secured Party pursuant to the Loan Agreement.

**"Personal Property"** shall mean all machinery, equipment, fixtures (including, but not limited to all heating, air conditioning, plumbing, lighting, communications, and elevator fixtures) and other property of every kind and nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, and used in connection with the present or future operation and occupancy of the Land and the Improvements and all building equipment, materials, and supplies of any nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Land and the Improvements.

**"Rent"** shall mean all right, title, and interest of Debtor, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder, and all rents, additional rents, revenues, issues, and profits (including all oil and gas or other mineral royalties and bonuses) from the Land and the Improvements.

**"Property"** shall mean (a) the Land; (b) all development rights hereafter acquired by Debtor for use in connection with the Land and the development of the Land and all additional lands and estates therein that may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of the Mortgage; (c) the Improvements; (d) all easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights, and powers, air rights, and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments, and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating, or pertaining to the Land and the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road, or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim, and demand whatsoever, both at law and in equity, of Debtor of, in, and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto; (e) all Personal Property and the right, title, and interest of Debtor in and to any of the Personal Property that may be subject to any security interests, as defined in the UCC, superior in lien to the lien of the Mortgage, and all proceeds and products of the above; (f) all Leases and Rents, and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt; (g) all awards or payments, including interest thereon, that may heretofore and hereafter be made with respect to the Property, whether from the exercise of the right of eminent domain (including but not limited to any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property; (h) all proceeds of and any unearned premiums on any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property; (i) all refunds, rebates, or credits in connection with a reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction; (j) all proceeds of the conversion, voluntary or involuntary, of any of the foregoing including, without limitation, proceeds of insurance and condemnation awards, into cash or liquidation claims; (k) the right, in the name and on behalf of

Debtor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Secured Party in the Property; (l) all agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications, and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management, or operation of the Land and any part thereof and any Improvements or respecting any business or activity conducted on the Land and any part thereof and all right, title, and interest of Debtor therein and thereunder, including, without limitation, the right, upon the happening of any default thereunder, to receive and collect any sums payable to Debtor thereunder; (m) all tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books, and records and all other general intangibles relating to or used in connection with the operation of the Property; (n) all letter-of-credit rights (whether the letter of credit is evidenced by a writing or a record stored in an electronic or other medium) Debtor now has or hereafter acquires relating to the properties, rights, titles and interest referred to in this definition; (o) all commercial tort claims Debtor now has or hereafter acquires relating to the properties, rights, titles and interests referred to in this definition, and (p) any and all proceeds of the foregoing, and other rights of Debtor in and to the items set forth in Subsections (a) through (o) above.

**"Secured Party"** shall mean **The Bank of Tokyo-Mitsubishi UFJ, Ltd.**

**"UCC"** shall mean the Uniform Commercial Code as adopted and enacted by the state or states where any of the Property is located.

**Schedule A****Legal Description  
("Building E")**

Property description of part of the NMM, LLC property as described in Book 462, Page 137 and being Lot 4, Phase 4, Stateline Business Park (proposed) in the Northwest Quarter of Section 20, Township 1 South, Range 7 West, City of Southaven, DeSoto County, Mississippi and being more particularly described as follows:

Commencing at pk nail found at the recognized and accepted Northwest Quarter of Section 20, Township 1 South, Range 7 West, City of Southaven, DeSoto County, Mississippi, said pk nail being in Stateline Road; thence South 88 Degrees 59 Minutes 18 Seconds East with the South line of said Section 20 a distance of 1521.70 feet to a point; thence South 01 Degrees 00 Minutes 42 Seconds West a distance of 1278.03 feet to an iron pin set in the West line of Commerce Drive (68 foot right of way) (proposed), said iron pin being the true point of beginning; thence South 19 Degrees 44 Minutes 16 Seconds East with the West line of said Commerce Drive (proposed) a distance of 26.82 feet to a point of curvature; thence southeastwardly along a curve to the right having a radius of 486.00 feet with the West line of Commerce Drive (proposed) a distance of 171.25 feet (chord = South 09 Degrees 38 Minutes 36 Seconds East 170.37 feet, Delta = 20 Degrees 11 Minutes 21 Seconds) to an iron pin set; thence South 00 Degrees 27 Minutes 05 Seconds West with the West line of Commerce Drive (proposed) a distance of 942.22 feet to an iron pin set at a point of curvature; thence southwestwardly along a curve to the right having a radius of 25.00 feet with the West line of Commerce Drive (proposed) a distance of 32.88 feet (chord = South 38 Degrees 08 Minutes 05 Seconds West 30.56 feet, Delta = 75 Degrees 22 Minutes 01 Seconds) to a point of reverse curve; thence southwestwardly along a curve to, the left having a radius of 70.00 feet with Commerce Drive (proposed) a distance of 95.75 feet (chord = South 36 Degrees 38 Minutes 00 Seconds West 88.46 feet, Delta = 78 Degrees 22 Minutes 12 Seconds) to an iron pin set in the North line of C.O.S. "C", Phase 4, Stateline Business Park (proposed); thence North 76 Degrees 36 Minutes 21 Seconds West with said North line a distance of 213.03 feet to an iron pin set at an angle point; thence North 89 Degrees 32 Minutes 55 Seconds West with said North line a distance of 312.81 feet to an iron pin set at an angle point; thence North 76 Degrees 52 Minutes 16 Seconds West with said North line a distance of 121.42 feet to an iron pin set in the East line of Lot 2, Phase 2, Stateline Business Park (proposed); thence North 00 Degrees 32 Minutes 24 Seconds East with said East line a distance of 1156.35 feet to an iron pin set; thence South 89 Degrees 32 Minutes 55 Seconds East a distance of 668.88 feet to the point of beginning and containing 19.25 acres.

Together with Access Easement more particularly set forth in the Access Easement Agreement dated November 7, 2005 by and between NMM, LLC, a Mississippi LLC, and Industrial Developments International, Inc., a Delaware Corporation, recorded on November 9, 2005 at Book 514, Page 200, Office of the Chancery of DeSoto County, Mississippi.