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 BK 2-679 PG 303
 DESOTO COUNTY, MS
 W.E. DAVIS, CH CLERK

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
SEE INSTRUCTIONS 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 B") Filing Office: Office of the Chancery Clerk of DeSoto County, Mississippi

1st Am. Title

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:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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 | 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 timber to be cut or as-extracted collateral, or is filed as a fixture filing.

14. Description of real estate:

See Schedule 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

15. 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 B, 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 9, 2007 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 9, 2007 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 9, 2007 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 ALegal Description
Stateline Business Pare, Building B

Lot 6, Phase 6, Stateline Business Park PBP, being in the Northwest Quarter of Section 20, Township 1 South, Range 7 West, City of Southhaven, as recorded in Plat Book 101 Pages 29-30, DeSoto County, Mississippi:

Commencing at the recognized and accepted northwest corner of Section 20, Township 1 South, Range 7 West, City of Southhaven, DeSoto County, Mississippi (Found PK Nail); thence South 88 degrees 59 minutes 18 seconds East a distance of 1496.02 feet to a point; thence South 00 degrees 27 minutes 20 seconds West a distance of 298.13 feet to an iron pin set in the West line of Commerce Drive (68 foot Right-of-Way), said iron pin being the True Point of Beginning; thence South 00 degrees 27 minutes 05 seconds West with the West line of Commerce drive a distance of 594.42 feet to a point of curvature; thence southeastwardly along a curve to the left having a radius of 554.00 feet with the West line of commerce drive a distance of 195.21 feet (Chord = South 09 degrees 38 minutes 36 seconds East 194.20 feet, Delta = 20 degrees 11 minutes 21 seconds) to a point of tangency; thence South 19 degrees 44 minutes 16 seconds East with the West line of commerce drive a distance of 208.17 feet to a spike set in the North line of Lot 4, Phase 4, Stateline Business Park PBP as recorded in Plat Book 101, page 25; thence North 89 degrees 32 minutes 55 seconds West with said North line a distance of 668.88 feet to an iron pin set in the East line of Lot 2, Phase 2, Stateline Business Park PBP as recorded in Plat Book 95, Page 15; thence North 00 degrees 32 minutes 24 seconds East, with said East line and the East line of Lot 3; Phase 3, Stateline Business Park PBP as recorded in Plat Book 101, Page 23 a distance of 850.24 feet to an iron pin set at an angle point; thence North 36 degrees 52 minutes 23 seconds East with said East line a distance of 76.95 feet to an iron pin set at an angle point; thence North 00 degrees 32 minutes 24 seconds East with said East line a distance of 68.84 feet to an iron pin set in the South line of common open space B, Phase 3, Stateline Business Park PBP as recorded in Plat Book 101 page 23; thence South 89 degrees 32 minutes 55 seconds East with said South line and the Eastwardly projection a distance of 515.89 feet to the Point of Beginning and containing 12.92 acres.