

5/13/11 10:28:09  
DK T BK 3,302 PG 355  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

5/13/11 10:29:45  
DK P BK 144 PG 483  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

This document was prepared by  
~~and, after recording, return to~~

FIGRYANH LLC  
Attn: Drawbridge Special  
Opportunities Fund 1345 Avenue of  
the Americas, 46<sup>th</sup> Floor  
New York, New York 10105  
Telephone: (972) 532-4341

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

Partial Release of Lien -

FOR RECORDER'S USE ONLY

Indexing Instructions: Lot 5, Revised Plat of Sutton Place Planned Unit Development, Plat Book 46, Page 17, Section 26, T-1-S, R-8-W, DeSoto County, MS

**PARTIAL RELEASE OF LIEN  
(Mortgage and other loan documents)**

WHEREAS, the undersigned, **WELLS FARGO BANK, N.A.**, a national banking association, **AS TRUSTEE FOR THE REGISTERED HOLDERS OF COMM 2006-C8 COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES** ("Holder"), by its Attorney-in-Fact, LNR Partners, LLC, a Florida limited liability company, successor by statutory conversion to LNR Partners, Inc., having a mailing address of c/o LNR Partners, LLC, 1601 Washington Avenue, Suite 700, Miami Beach, Florida 33139, is the record holder of (i) a certain Open-End Fee and Leasehold Mortgage, Deed of Trust, Deed to Secure Debt, Security Agreement, Financing Statement, Fixture Filing, and Assignment of Leases, Rents and Security Deposits by and between FIGRYANH LLC, FIGRYANH-1 LLC, FIGRYANH-2 LLC, FIGRYANH-3 LLC, FIGRYANH-4 LLC, FIGRYANH-5 LLC, FIGRYANH-6 LLC, FIGRYANH-7 LLC, FIGRYANH-8 LLC, FIGRYANH-9 LLC, FIGRYANH-10 LLC, FIGRYANH-11 LLC, FIGRYANH-12 LLC, FIGRYANH-13 LLC, FIGRYANH-14 LLC, FIGRYANH-15 LLC, and FIGRYANH-16 LLC, each a Delaware limited liability company (collectively "Borrower") to Mississippi Trustee, et al for the benefit of German American Capital Corporation ("GAC"), dated as of November 1, 2006 and recorded on November 22, 2006 in Book 2611 Page 1 of the records of the De Soto County, Mississippi (the "Records") which was assigned to LaSalle Bank National Association, as Trustee for the Registered Holders of COMM 2006-C8 Commercial Mortgage Pass-Through Certificates ("LaSalle") by instrument recorded on December 10, 2007 in Book 2829 Page 473 of the Records and further assigned to Holder by instrument recorded on April 1, 2009 in Book 3012 Page 355 in the Records (as amended and assigned, the "Mortgage") and (ii) a certain

Partial Release  
Ryan's #2324 (Horn Lake, MS)  
LAI 2050142

8

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Assignment of Master Lease, Subleases, Rents and Security Deposits executed by Borrower in favor of GAC, dated as of November 1, 2006 and recorded on November 22, 2006 in Book 117 Page 108 of the Records which was assigned to LaSalle by instrument recorded on December 10, 2007 in Book 123 Page 235 and further assigned to Holder by instrument recorded on April 1, 2009 in Book 3012 Page 355 in the Records (as amended and assigned, the "Assignment"), each encumbering, among other parcels of real property, the real property described in "Exhibit A" attached hereto and incorporated herein by this reference (the "Released Property"); and

WHEREAS, Borrower and Holder have agreed that Holder will cause the Released Property to be released from the lien and effect of the Mortgage and the Assignment, and any other liens and encumbrances held by Holder against the Released Property;

NOW, THEREFORE, in consideration of \$10.00 and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Holder does hereby release, exonerate and discharge the Released Property from the lien, force and effect of the Mortgage and the Assignment, and any other document, instrument or financing statement securing the obligations of Borrower under the Mortgage and the Assignment; provided, however, that nothing herein shall otherwise impair, alter or diminish the effect, lien or encumbrance of said Mortgage and said Assignment or any such other document, instrument or financing statement insofar as the Mortgage, the Assignment or such other document, instrument or financing statement may relate to the portions of the real property more particularly described in the Mortgage and the Assignment that remain encumbered by the Mortgage, the Assignment or any such other document, instrument or financing statement.

*[SIGNATURE ON FOLLOWING PAGE.]*



## EXHIBIT A

"All that tract or parcel of land lying and being in the section 26, Township 1 South, Range 8 West of DeSoto County, Mississippi and being more particularly described as follows:"

PROPERTY IN SUTTON PLACE PLANNED UNIT DEVELOPMENT, PART OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 8 WEST, HORN LAKE, DESOTO COUNTY, MISSISSIPPI:

Being all of Lot 5 of revised plat of Sutton Place Planned Unit Development as now recorded in Plat Book 46, Page 17 at the Chancery Clerk's Office in DeSoto County, Mississippi, in Section 26, Township 1 South, Range 8 West, DeSoto County, Mississippi and being more particularly described as follows:

Commencing at the Southeast corner of Section 26, said point being the centerline of Goodman Road - Mississippi Highway 307; thence N 00°38'38" W along the East Section 26 line, a distance of 60.00 feet to the Point of Beginning, said point being the North line of said Goodman Road; thence S 89°16'35" W along the North line of Goodman Road, a measured distance of 241.03 feet (called 241.10 feet) to a point, said point being a found iron pin lying 80.00 feet North of the centerline of Goodman Road and being the Southwest corner of Lot 5 of Sutton Place Planned Unit Development; thence N 86°24'38" W along the North line of Goodman Road, a distance of 66.51 feet to a point; thence N 00°13'27" W, a distance of 315.62 feet to a point; thence N 89°16'35" E, a distance of 305.04 feet to a point, said point being West line of the Roberson property as recorded in Book 135, Page 385 at said Clerk's office; thence S 00°38'38" N along the West line said Roberson property, a distance of 120.61 feet to the point of beginning and containing 98,010 square feet or 2.25 acres.

Together with a 30.0 foot perpetual non-exclusive easement for ingress-egress over and across the following described tract:

**EASEMENT #1:**

Commencing at the Southeast corner of Section 26, said point being the centerline of Goodman Road -- Mississippi Highway 302; thence N 00°38'38" W along the East Section 26 line, a distance of 60.00 feet to a point, said point being the North line of said Goodman Road; thence S 89°16'35" W along the North line of Goodman Road, a measured distance of 241.03 feet (called 241.10 feet) to a point, said point lying 60.00 feet North of the centerline of Goodman Road and being the Southwest corner of Lot 5 of Sutton Place Planned Unit Development; thence N 86°24'38" W along the North line of Goodman Road, a distance of 199.45 feet North to a found iron pin, said pin being 75.00 feet North of the centerline of Goodman Road; thence S 89°16'35" W continuing along the North line of Goodman Road, a measured distance of 7.06 feet (called 7.50 feet) to a found iron pin, said pin being the Southeast corner of the open area of said subdivision; thence N 00°13'27" W along the East line of the open area, a measured distance of 200.01 feet (called 200.00 feet) to a point, said point being the South line of Lot 7 of said planned unit development thence S 89°16'35" W along the South line of Lot 7, a distance of 20.97 feet to the point of beginning, said point lying on the East line of Street 1 (75 foot right-of-way); thence along the East line of Street 1 with a curve to the right, having a 394.14 foot radius, an arc distance of 31.46 feet (chord N 16°45'54" E 31.45 feet) to a point; thence N 89°16'35" E, a distance of 19.71 feet to a point; thence S 86°24'38" E, a distance of 132.07 feet to a point; thence S 00°13'27" E, a distance of 30.07 feet to a point, said point being the North line of Lot 4 of the said planned unit development; thence N 86°24'38" W along the North line of Lot 4, a distance of 132.94 feet to a point; thence S 89°16'35" W continuing along the North line of Lot 4 and the North line of open area, a distance of 28.03 feet to the point of beginning and containing 4,200 square feet or 0.095 acres.

Party of the first part reserves for itself, its successors, assigns, and tenants, a 30.0 foot perpetual non-exclusive easement for ingress-egress over and across the following described tract:

EASEMENT #2:

Commencing at the Southeast corner of Section 26, said point being the centerline of Goodman Road -- Mississippi Highway 302; thence N 00°38'38" W along the East Section 25 line, a distance of 60.00 feet to a point, said point being the North line of said Goodman Road; thence S 89°16'35" W along the North line of Goodman Road, a distance of 27.17 feet to the point of the beginning, said point lying 60.0 feet North of the centerline of Goodman Road; thence S 89°16'35" W continuing along the North line of Goodman Road, a distance of 30.00 feet to a point; thence N 00°38'38" W, a distance of 320.61 feet to a point; thence N 89°16'35" E, a distance of 30.00 feet to a point; thence S 00°38'38" E, a distance of 320.61 feet to the point of beginning and containing 9,618 square feet or 0.221 acres.



CFN 20090231163  
 OR Bk 26808 Pgs 2074 - 20751 (2pgs)  
 RECORDED 03/30/2009 15:48:31  
 HARVEY RUVIN, CLERK OF COURT  
 MIAMI-DADE COUNTY, FLORIDA

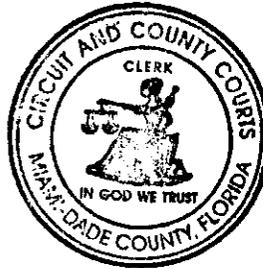
After recording return to:  
 BILZIN SUMBERG BAENA PRICE  
 & AXELROD LLP  
 2500 Wachovia Financial Center  
 Miami, Florida 33131-5340  
 Attn: Ms. Sandra Plazaola

DK P BK 144 PG 489

### LIMITED POWER OF ATTORNEY

WELLS FARGO BANK, N.A., a national banking association, AS TRUSTEE FOR THE REGISTERED HOLDERS OF COMM 2006-C8 COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES ("Trustee"), having a business address of 9062 Old Annapolis Road, Columbia, Maryland 21045, Attention: Corporate Trust Services (CMBS) COMM 2006-C8 COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, hereby makes, constitutes and appoints LNR PARTNERS, INC., a Florida corporation ("Attorney"), with a business address of 1601 Washington Avenue, 7<sup>th</sup> Floor, Miami Beach, Florida 33139, its true and lawful attorney, and, in its name, place and stead and for its use and benefit, to execute, endorse, deliver and acknowledge all documents, and to take all such further actions, necessary or appropriate (i) to service any mortgage, deed of trust or other loans acquired or owned by Trustee, including, without limitation, the issuance of statements for and the collection of any sums due or otherwise payable under such loans, (ii) for the modification, partial release, foreclosure, cancellation or satisfaction of mortgages and deeds of trust and notes relating to such loans as well as any other instrument relating to such loans, (iii) for the day-to-day operation, management, leasing, repair, maintenance and disposition and conveyance of real and personal property acquired through foreclosure sales or deeds in lieu of foreclosure with respect to such loans, (iv) for the sale, conveyance, endorsement or assignment of mortgages and deeds of trust and notes as well as any other instrument relating to such loans, and (v) for the exercise of any and all of the foregoing in the context of any case filed under Titles 7, 11 or 13 of the United States Code or any other provision of federal or state law relating to bankruptcy or insolvency, including, without limitation, the filing of proofs of claim, filing of motions to dismiss or for stay of relief, voting on plans, and acting as plan proponent. Trustee grants unto Attorney as Trustee's attorney-in-fact full power and authority to execute and deliver such instruments and to take such actions as if Trustee were personally present, hereby ratifying and confirming all that Attorney as Trustee's attorney-in-fact shall lawfully do or cause to be done by authority hereof. Action by Attorney shall be through its Chief Executive Officer, its President, any Vice President or any other authorized officer as established by corporate resolution (as to other authorized officers only).

Third parties without actual notice may rely upon the powers granted under this instrument upon the exercise of any such powers by Attorney as Trustee's attorney-in-fact, and may assume that all conditions precedent to the exercise of any such powers have been satisfied. This Limited Power of Attorney shall remain in full force and effect unless a revocation hereof has been recorded in the official public records of the county wherein this instrument has been recorded.



IN WITNESS WHEREOF, Trustee has executed this instrument and caused its seal to be affixed as of the 20<sup>th</sup> day of February, 2008.

Signed, sealed and delivered  
in the presence of:

Colleen Perry  
Print Name: Colleen Perry

Benjamin Foman  
Print Name: Benjamin Foman  
(as to Both)

WELLS FARGO BANK, N.A.,  
a national banking association, as  
TRUSTEE

By: [Signature]  
Print Name: Shauna Schlachter  
Vice President

Attest: [Signature]  
Print Name: Alex Humphries  
Assistant Secretary

[CORPORATE SEAL]

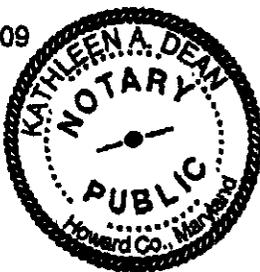


STATE OF MARYLAND )  
                                  ) SS:  
COUNTY OF HOWARD )

I HEREBY CERTIFY that on the 20<sup>th</sup> day of February, 2008, before the subscriber, Kathleen A. Dean, personally appeared Shauna Schlachter and Alex Humphries, who acknowledged themselves to be a Vice President and an Assistant Secretary, respectively, of the Wells Fargo Bank, N.A., a national banking association (the "Association"), and that they as such officers, being authorized to do so, executed the foregoing power of attorney for the purposes therein contained by signing the name of the Association by themselves as such officers.

My Commission Expires: 2/1/2009

[NOTARIAL SEAL]



[Signature]  
Print Name: Kathleen A. Dean  
Notary Public, State of Maryland

STATE OF FLORIDA, COUNTY OF DADE

I HEREBY CERTIFY that the foregoing is a true and correct copy of the original on file in this office. Dec 16 AD 20

HARVEY RUVIN, CLERK, of Circuit and County Courts

Deputy Clerk [Signature]

