

UCC FINANCING STATEMENT
 FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9/20/11 10:20:13
 DK T BK 3.343 PG 170
 DESOTO COUNTY, MS
 W.E. DAVIS, CH CLERK

A. NAME & PHONE OF CONTACT AT FILER [optional] Phone:(800) 331-3282 Fax: (818) 662-4141	
B. SEND ACKNOWLEDGEMENT TO: (Name and Address)	20888 COMMERCIAL LOAN
CT Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	29696449 MSMS FIXTURE
File with: CC MS DeSoto, MS	

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 STORAGE DEPOT INVESTORS, LLC					
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 9198 GREENBACK LANE, #115			CITY ORANGEVALE	STATE CA	POSTAL CODE 95662
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION LLC	1f. JURISDICTION OF ORGANIZATION NV	1g. ORGANIZATIONAL ID #, if any LLC4974-2000 <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
2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any <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 16479 DALLAS PARKWAY, SUITE 500			CITY ADDISON	STATE TX	POSTAL CODE 75001
					COUNTY USA

4. This FINANCING STATEMENT covers the following collateral:

See Schedule 1 and Exhibit A attached hereto.

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. <input checked="" type="checkbox"/> 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]		<input type="checkbox"/> All Debtors	<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2	
8. OPTIONAL FILER REFERENCE DATA						
29696449			690078184			

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	9b. INDIVIDUAL'S LAST NAME	
	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS

29696449-MS-33

20888 COMMERCIAL LOA

File with: CC MS DeSoto, MS 690078184

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	COUNTY
11d. SEE INSTRUCTION	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	COUNTY

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:

Description: SEE ATTACHED EXHIBIT A. Parcel 2: Section: 33 Township: 1 South Range: 6 West Plat Book 52, Page 45 Parcel 3: Section: 33 Township: 1 South Range: 6 West Plat Book 52, Page 45

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

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
- Filed in connection with a Public-Finance Transaction



SCHEDULE OF COLLATERAL
TO FINANCING STATEMENT BETWEEN
STORAGE DEPOT INVESTORS, 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, inventory and articles of personal property and accessions thereof and renewals, replacements thereof and substitutions therefor, if any (including, but not limited to, beds, bureaus, chiffoniers, chests, chairs, desks, lamps, mirrors, bookcases, tables, rugs, carpeting, drapes, draperies, curtains, shades, venetian blinds, screens, paintings, hangings, pictures, divans, couches, luggage carts, luggage racks, stools, sofas, chinaware, linens, pillows, blankets, glassware, foodcarts, cookware, dry cleaning facilities, dining room wagons, keys or other entry systems, bars, bar fixtures, liquor and other drink dispensers, icemakers, radios, television sets, cable t.v. equipment, intercom and paging equipment, electric and electronic equipment, dictating equipment, private telephone systems, medical equipment, potted plants, heating, lighting and plumbing fixtures, fire prevention and extinguishing apparatus, cooling and air-conditioning systems, elevators, escalators, fittings, plants, apparatus, stoves, ranges, refrigerators, cutlery and dishes, laundry machines, tools, machinery, engines, dynamos, motors, boilers, incinerators, switchboards, conduits, compressors, vacuum cleaning systems, floor cleaning, waxing and polishing equipment, call systems, brackets, electrical signs, bulbs, bells, ash and fuel, conveyors, cabinets, lockers, shelving, spotlighting equipment, dishwashers, garbage disposals, washers and dryers), other customary hotel 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

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SCHEDULE OF COLLATERAL
Storage Depot Investors, LLC

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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").

(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, including, without limitation, all income, receipts, revenues and credit card receipts collected from guest rooms, restaurants, bars, meeting rooms, banquet rooms, equipment rental, recreational facilities, telephone and television systems, guest laundry, the provision or sale of other goods and services, all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of property or rendering of services by Mortgagor or any operator or manager of the hotel or the commercial space located in the Improvements or acquired from others (including, without limitation, from the rental of any office space, retail space, guest rooms or other space, halls, stores, and offices, and deposits securing reservations of such space), license, lease, sublease and concession fees and rentals, health club membership fees, food and beverage wholesale and retail sales, service charges, vending machine sales, interest on security, tax, insurance and other escrow deposits, and any other items of revenue, receipts or other income as identified in the Uniform System of Accounts for Hotels, 8th Edition, International Association of Hospitality Accounts (1986), as from time to time amended, whether the foregoing are now or hereafter existing, all substitutions therefore and all proceeds thereof, whether cash or non-cash, movable or immovable, tangible or intangible and all proceeds, if any, from business interruption or other loss of income insurance (the "Rents").

(h) all other agreements, such as construction contracts, architects' agreements, engineers' contracts, utility contracts, maintenance agreements, franchise agreements,

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SCHEDULE OF COLLATERAL
Storage Depot Investors, LLC

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management agreements, service contracts, supply contracts, operating contracts, permits (including building and occupancy permits), approvals, licenses (including, to the extent permitted by applicable law liquor and other alcoholic beverage licenses), certificates and entitlements in any way relating to the development, construction, use, occupancy, operation, maintenance, enjoyment, acquisition or ownership of the Mortgaged Property (the "Property Agreements"), unless prohibited by law,

(i) all rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages 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, signage agreements 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" - Page 1 of 2

STORAGE DEPOT

LEGAL DESCRIPTION:

PARCEL 1:

LEGAL DESCRIPTION OF LOT 1 OF MINI MAX SUBDIVISION BEING LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST CORNER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 6 WEST, OLIVE BRANCH, DEBOTO COUNTY, MISSISSIPPI, AS PER PLAT RECORDED IN PLAT BOOK 52, PAGE 45, CHANCERY CLERK'S OFFICE, DEBOTO CO., MS.

BEGIN AT THE SOUTHEAST CORNER OF LOT 8 CAROMA COMMERCIAL AND INDUSTRIAL PARK AT AN IRON PIN (FOUND); THENCE SOUTH 52 DEGREES 28 MINUTES 34 SECONDS EAST 590.80 FEET TO AN IRON PIN (SET); THENCE NORTH 84 DEGREES 28 MINUTES 08 SECONDS EAST 84.00 FEET TO AN IRON PIN (FOUND); THENCE SOUTH 02 DEGREES 16 MINUTES 00 SECONDS EAST 277.50 FEET TO AN IRON PIN (SET) IN THE NORTHERLY RIGHT-OF-WAY LINE OF MID SOUTH DRIVE (60' R.O.W.); THENCE ALONG SAID RIGHT-OF-WAY NORTH 34 DEGREES 34 MINUTES 00 SECONDS WEST 753.89 FEET TO A POINT; THENCE NORTH 34 DEGREES 34 MINUTES 00 SECONDS WEST 70.00 TO A POINT; THENCE NORTH 25 DEGREES 02 MINUTES 00 SECONDS WEST 76.00 FEET TO A POINT; THENCE NORTH 12 DEGREES 25 MINUTES 00 SECONDS WEST 90.00 FEET TO AN IRON PIN (SET); THENCE NORTH 85 DEGREES 35 MINUTES 00 SECONDS EAST 164.92 FEET TO THE POINT OF BEGINNING FOR THE HEREIN DESCRIBED LOT 1 CONTAINING 4.01, MORE OR LESS, ACRES OF LAND BEING SUBJECT TO ALL CODES, REGULATIONS, REVISIONS, RESTRICTIONS, EASEMENTS AND RIGHT-OF-WAY OF RECORD.

PARCEL 2:

BEGINNING AT THE NORTHWEST CORNER OF LOT 7B OF MID SOUTH CENTER; THENCE NORTH 88 DEGREES 28 MINUTES 00 SECONDS EAST 94.00 FEET TO AN IRON PIN (SET); THENCE NORTH 01 DEGREES 34 MINUTES 09 SECONDS WEST 797.57 FEET TO AN IRON PIN (SET) IN THE SOUTHERLY RIGHT-OF-WAY OF CAROMA DRIVE (60' R.O.W.); THENCE ALONG SAID RIGHT-OF-WAY NORTH 88

EXHIBIT "A" - Page 2 of 2

LEGAL DESCRIPTION:

DEGREES 02 MINUTES 06 SECONDS EAST 213.36 FEET TO AN IRON PIN (SET); THENCE SOUTH 01 DEGREE 57 MINUTES 51 SECONDS EAST 798.40 FEET TO A FENCE RAIL (POUND); THENCE SOUTH 88 DEGREES 05 MINUTES 37 SECONDS WEST 120.16 FEET TO THE POINT OF BEGINNING CONTAINING 3.92, MORE OR LESS, ACRES OF LAND BEING SUBJECT TO ALL CODES, REGULATIONS, REVISIONS, RESTRICTIONS, EASEMENTS AND RIGHT-OF-WAYS OF RECORD.

PARCEL 3:

COMMENCE AT THE NORTHWEST CORNER OF LOT 78 OF MID SOUTH CENTER; THENCE NORTH 88 DEGREE 05 MINUTE 37 SECONDS EAST 120.16 FEET TO A FENCE RAIL (POUND) SAID RAIL BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 01 DEGREE 57 MINUTES 51 SECONDS WEST 798.40 FEET TO AN IRON PIN (SET) IN THE SOUTHERLY RIGHT-OF-WAY OF CAROMA DRIVE (60' R.O.W.); THENCE ALONG SAID RIGHT-OF-WAY NORTH 84 DEGREE 02 MINUTE 06 SECONDS EAST 213.36 FEET TO A FENCE RAIL (POUND); THENCE SOUTH 01 DEGREE 54 MINUTE 04 SECONDS EAST 796.63 FEET TO AN IRON PIN (SET); THENCE SOUTH 84 DEGREE 51 MINUTE 44 SECONDS WEST 212.79 FEET TO THE POINT OF BEGINNING CONTAINING 3.87, MORE OR LESS, ACRES OF LAND BEING SUBJECT TO ALL CODES, REGULATIONS, REVISIONS, RESTRICTIONS, EASEMENTS AND RIGHT-OF-WAYS OF RECORD.