

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY
A. NAME & PHONE OF CONTACT AT FILER [optional]
B. SEND ACKNOWLEDGMENT TO: (Name and Address)
Corporation Service Company 2711 Centerville Road, Suite 400 Wilmington, DE 19808
1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

			THE ABOVE	SPACE IS FO	R FILING OFFICE U	SEONLY	
1. DEBTOR'S EXACTE	ULLLEGALNAME	- insert only <u>one</u> debtor name (1a or 1b) - do not abbreviate or combine names				
1a. ORGANIZATION'S I	NAME						
Vista Apartı	ments LLC						
OR 15. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE	MIDDLE NAME			
					Tabazzi aana		
1c. MAILING ADDRESS	1c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY	
12505 Orange Drive, Suite 960		Davie	FL	33330	USA		
1d. SEE INSTRUCTIONS		1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORG	ANIZATIONAL ID#, if any	•	
	ORGANIZATION DEBTOR	LLC	DE	4327058		NONE	
2. ADDITIONAL DEBTO	OR'S EXACT FULL	LEGAL NAME - insert only <u>one</u> o	debtor name (2a or 2b) - do not abbreviate or com	bine names			
2a. ORGANIZATION'S I	NAME	· · · · · · · · · · · · · · · · · · ·	······································	•			
OR 2b. INDIVIDUAL'S LAST NAME		FIRST NAME	NAME MIDDLE NAME		SUFFIX		
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY		
2d. SEE INSTRUCTIONS ADD'L INFO RE 2e. TYPE OF ORGANIZATION DEBTOR		2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any			
		' 	· i	· ·		NONE	
2 SECURED BARTY	j	TOTAL ACCIONES - AACCIONOD CI	D) i (0 0))			INONE	
3a. ORGANIZATION'S I	· ·	TOTAL ASSIGNEE OF ASSIGNORS/	P) - insert only <u>one</u> secured party name (3a or 3b)				
		al Corporation					
General Electric Capital Corporation		FIRST NAME	MIDDLE	SUFFIX			
3b. INDIVIDUAL'S LAST NAME		T INCO E NAME			100/11/		
3c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY	
	Nπ41	C O O					
1201 F Street, NW, Suite 600			Washington	DC	20004	USA	

4. This FINANCING STATEMENT covers the following collateral:

All present and future equipment and fixtures of Debtor located at the premises described on the attached Exhibit A.

MTG: 20070423000186040

5. ALTERNATIVE DESIGNATION [if applicable]:	LESSEE/LESSOR CONS	IGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UC	CC FILING
6. This FINANCING STATEMENT is to be filed [for ESTATE RECORDS. Attach Addendum	or record] (or recorded) in the REA [if applica		JEST SEARCH REPORT	T(S) on Debtor(s)	All Debtors	Debtor 1	Debtor 2
8. OPTIONAL FILER REFERENCE DATA							
AL-Shelby County Probate Co	ourt						

UCC FINANCING STATEMI FOLLOW INSTRUCTIONS (front and back)		M					
9. NAME OF FIRST DEBTOR (1a or 1b)		STATEME	NT				
9a.ORGANIZATION'S NAME Vista Apartments LLC							
9b. INDIVIDUAL'S LAST NAME	FIRST NAME		MIDDLE NAME, SUFFIX				
10.MISCELLANEOUS: AL-Shelby Co	ounty Probate Co	urt					
						S FOR FILING OFF	ICE USE ONLY
11. ADDITIONAL DEBTOR'S EXACT FUL 11a. ORGANIZATION'S NAME	LL LEGAL NAME - insert only	<u>one</u> name (1	1a or 11b) - do not abbrevi	ate or combine nan	nes		··
OR 11b. INDIVIDUAL'S LAST NAME	······································	FIRS	TNAME		MIDDLE NAME		SUFFIX
11c. MAILING ADDRESS		CITY			STATE	POSTAL CODE	COUNTRY
11d. SEEINSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR		N 11f. J	URISDICTION OF ORGAN	NIZATION	11g. ORG	SANIZATIONAL ID #, if a	any NONE
12. ADDITIONAL SECURED PARTY 12a. ORGANIZATION'S NAME	'S or ASSIGNOR S	/P'S NAM	IE - insert only <u>one</u> name	(12a or 12b)			
OR 12b. INDIVIDUAL'S LAST NAME	12b. INDIVIDUAL'S LAST NAME		FIRST NAME CITY		MIDDLE NAME		SUFFIX
12c. MAILING ADDRESS					STATE	POSTAL CODE	COUNTRY
 13. This FINANCING STATEMENT covers tild to collateral, or is filed as a fixture filing. 14. Description of real estate: 	mber to be cut or as-extrac	ted 16. A	dditional collateral descri	otion:			
15. Name and address of a RECORD OWNER of (if Debtor does not have a record interest):	f above-described real estate						
		17. c	heck <u>only</u> if applicable and	d check <u>only</u> one bo	ox.		, ,,
		Debto		rustee acting with	respect to pi	operty held in trust or	Decedent's Estate
			ebtor is a TRANSMITTING		Transaction	— effective 30 years	
			iled in connection with a F				

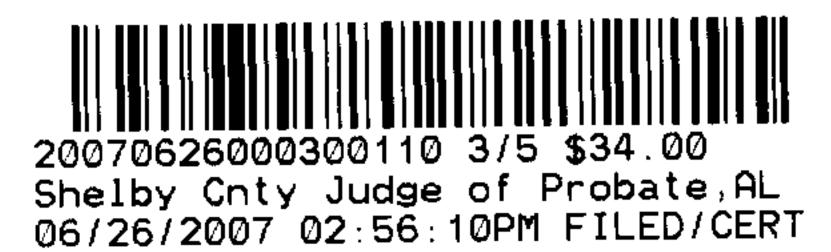
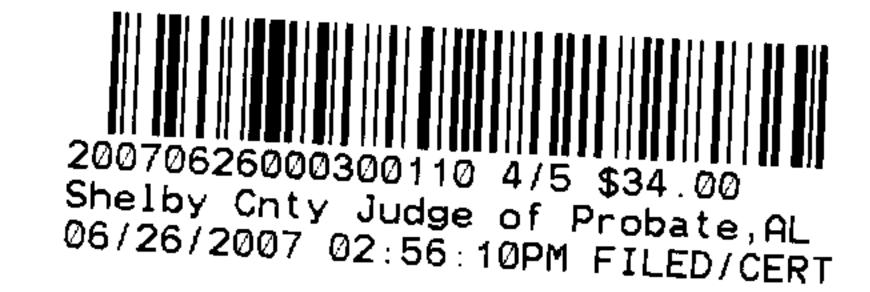


EXHIBIT A TO UCC FINANCING STATEMENT

The types or items of property covered by this Uniform Commercial Code Financing Statement and the land upon which the same are located are described below. (collectively, the "Mortgaged Property". The security agreement for which this financing statement is filed is contained in that certain Future Advance Mortgage, Security Agreement and Fixture Filing given by debtor to secured party (the "Mortgage"). All terms not otherwise defined herein shall have the same meaning ascribed to them in the Mortgage.

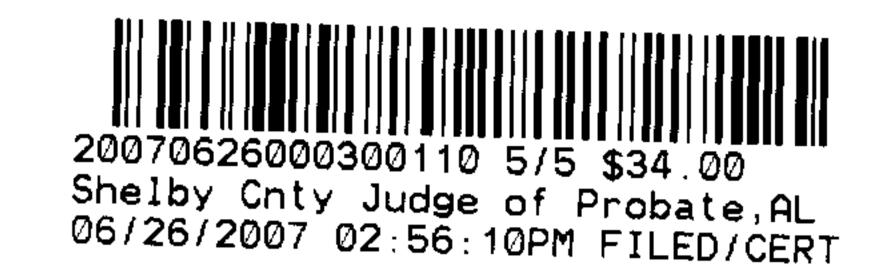
The Mortgaged Property" shall mean all estate, right, title, interest, claim and demand whatsoever which Mortgagor now has or hereafter acquires, either in law or in equity, in possession or expectancy, of, in and to (1) the real property described in Schedule 1 attached hereto and made a part hereof, together with any greater estate therein as hereafter may be acquired by Mortgagor (the "Land"), (2) all buildings, structures and other improvements, now or at any time situated, placed or constructed upon the Land (the "Improvements"), (3) all materials, supplies, appliances, equipment (as such term is defined in the UCC), apparatus and other items of personal property now owned or hereafter acquired by Mortgagor 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"), (4) all right, title and interest of Mortgagor in and to all goods, inventory, accounts, general intangibles, software, investment property, instruments, letters of credit, letter-of-credit rights, deposit accounts, documents, chattel paper and supporting obligations, as each such term is presently or hereafter defined in the UCC, and all other personal property of any kind or character, 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 Mortgaged Property, 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 Mortgagor 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 Mortgagor 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 Mortgaged Property (the "Personalty"), (5) all reserves, escrows or impounds required under the Loan Agreement and all deposit accounts (including accounts holding security deposits) maintained by Mortgagor with respect to the Mortgaged Property, (6) 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"), (7) all leases, subleases, licenses, concessions, occupancy agreements or other agreements (written or oral, now or at any time in effect) which grant a possessory interest



in, or the right to use, all or any part of the Mortgaged Property, together with all related security and other deposits (the "Leases"), (8) all of the rents, revenues, income, proceeds, profits, security and other types of deposits, lease cancellation payments and other benefits paid or payable by parties to the Leases other than Mortgagor for using, leasing, licensing, possessing, operating from, residing in, selling, terminating the occupancy of or otherwise enjoying the Mortgaged Property (the "Rents"), (9) all other agreements, such as construction contracts, architects' agreements, engineers' contracts, utility contracts, maintenance agreements, management 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 Mortgaged Property (the "Property Agreements"), (10) 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 Mortgagor in and to any streets, ways, alleys, strips or gores of land adjoining the Land or any part thereof, (11) all accessions, replacements and substitutions for any of the foregoing and all proceeds thereof, (12) all insurance policies (regardless of whether required by Mortgagee), unearned premiums therefor and proceeds from such policies covering any of the above property now or hereafter acquired by Mortgagor, (13) all mineral, water, oil and gas rights now or hereafter acquired and relating to all or any part of the Mortgaged Property, and (14) all of Mortgagor'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. As used in this Mortgage, the term "Mortgaged Property" shall mean all or, where the context permits or requires, any portion of the above or any interest therein, whether now or hereafter existing or acquired and wherever located.

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PARCEL I:

Lot 4-A, according to a Resurvey of Lot 4, Crowne Resurvey of Galleria Woods, First Addition, as recorded in Map Book 32, page 35, in the Probate Office of Jefferson County, Alabama, Bessemer Division.

Together with all rights acquired in Amendment No. 2 to the Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Business) recorded in Birmingham Real 1437, page 570 and Bessemer Real 348, page 878 in the Probate Office of Jefferson County, Alabama and in Book 19, page 633, in the Probate Office of Shelby County, Alabama.

PARCEL II:

Lot 3, Crowne Resurvey of Galleria Woods, First Addition as recorded in Map Book 30, page 77, in the Probate Office of Jefferson County, Alabama, Bessemer Division and recorded in Map Book 21, page 91, in the Probate Office of Shelby County, Alabama.

Together with all rights acquired in Amendment No. 2 to the Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Business) recorded in Birmingham Real 1437, page 570 and Bessemer Real 348, page 878 in the Probate Office of Jefferson County, Alabama and in Book 19, page 633 in the Probate Office of Shelby County, Alabama.

PARCEL III:

Lot 2, Crowne Resurvey of Galleria Woods, recorded in Birmingham Map Book 178, page 65 and Bessemer Map Book 29, page 70 in the Probate Office of Jefferson County, Alabama.

Along with the right to use the sanitary sewer easement recorded in Bessemer Real 1025, page 508 in the Probate Office of Jefferson County, Alabama.

Together with all rights acquired in Amendment No. 2 to the Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Business) recorded in Birmingham Real 1437, page 570 and Bessemer Real 348, page 878 in the Probate Office of Jefferson County, Alabama and in Book 19, page 633 in the Probate Office of Shelby County, Alabama.